



**YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS BELOW OF THE DEPARTMENT OF
SOCIAL DEVELOPMENT (DSD)**

BID NUMBER:	SD 3 / 2025-2026	CLOSING DATE:	17 NOVEMBER 2025
VALIDITY PERIOD:	90 DAYS	CLOSING TIME:	11:00

DESCRIPTION

THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER PRIVATE SECURITY SERVICES FOR THE DSD'S OWN RESIDENTIAL CARE CENTRES (SECURE CARE, PERSONS WITH PROFOUND DISABILITIES AND SUBSTANCE TREATMENT) AS LISTED IN THE ATTACHED (WCBD 3.1) FOR A PERIOD OF THIRTY-SIX (36) MONTHS WITH AN OPTION TO EXTEND FOR A FURTHER TWENTY-FOUR (24) MONTHS.

The successful bidder will be required to fill in and sign a written Contract Form (WCBD 7)

BID DOCUMENTS

MUST BE DEPOSITED (HAND DELIVERED OR VIA COURIER ON OR BEFORE CLOSING DATE AND TIME STIPULATED ABOVE) IN THE BID BOX SITUATED AT

**GROUND FLOOR
14 QUEEN VICTORIA STREET
UNION HOUSE BUILDING
CAPE TOWN**

ENQUIRIES RELATING TO BID DOCUMENT AND TECHNICAL ENQUIRIES PLEASE CONTACT MR JOHN MCKAY,
EMAIL ADDRESS: JOHN.MCKAY@WESTERNCAPE.GOV.ZA

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED).
THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

NB:
UNLESS SPECIFICALLY PROVIDED FOR IN THE BID INVITATION, NO BIDS FORWARDED BY TELEGRAM, TELEFAX, FACSIMILE OR COMPLETED IN RED OR GREEN INK WILL BE CONSIDERED. HOWEVER, PHOTOSTAT COPIES OF FACSIMILES WHICH ARE LODGED IN THE PRESCRIBED WAY AND IN WHICH THE RELEVANT FORMS AND CERTIFICATES ARE SIGNED IN INK, AFTER BEING COPIED, ARE ACCEPTED AS VALID BIDS.

**HEAD OF DEPARTMENT
DATE:**

PART A INVITATION TO BID

ZERO-TOLERANCE TO FRAUD, THEFT AND CORRUPTION (ANTI-FRAUD, THEFT AND CORRUPTION)

THE WCG IS COMMITTED TO GOVERN ETHICALLY AND TO COMPLY FULLY WITH ANTI-FRAUD, THEFT AND CORRUPTION LAWS AND TO CONTINUOUSLY CONDUCT ITSELF WITH INTEGRITY AND WITH PROPER REGARD FOR ETHICAL PRACTICES.

THE WCG HAS A ZERO TOLERANCE APPROACH TO ACTS OF FRAUD, THEFT AND CORRUPTION BY ITS OFFICIALS AND ANY SERVICE PROVIDER CONDUCTING BUSINESS WITH THE WCG.

THE WCG EXPECTS ALL ITS OFFICIALS AND ANYONE ACTING ON ITS BEHALF TO COMPLY WITH THESE PRINCIPLES TO ACT IN THE BEST INTEREST OF THE WCG AND THE PUBLIC AT ALL TIMES.

THE WCG IS COMMITTED TO PROTECTING PUBLIC REVENUE, EXPENDITURE, ASSETS AND REPUTATION FROM ANY ATTEMPT BY ANY PERSON TO GAIN FINANCIAL OR OTHER BENEFIT IN AN UNLAWFUL, DISHONEST OR UNETHICAL MANNER.

INCIDENTS AND SUSPICIOUS ACTIVITIES WILL BE THOROUGHLY INVESTIGATED AND WHERE CRIMINAL ACTIVITY IS CONFIRMED, RESPONSIBLE PARTIES WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW.

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)

BID NUMBER:	SD 3 / 2025-2026	CLOSING DATE:	17 NOVEMBER 2025	CLOSING TIME:	11:00
DESCRIPTION	THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER PRIVATE SECURITY SERVICES FOR THE DSD'S OWN RESIDENTIAL CARE CENTRES (SECURE CARE, PERSONS WITH PROFOUND DISABILITIES AND SUBSTANCE TREATMENT) AS LISTED IN THE ATTACHED (WCBD 3.1) FOR A PERIOD OF THIRTY-SIX (36) MONTHS WITH AN OPTION TO EXTEND FOR A FURTHER TWENTY-FOUR (24) MONTHS				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

GROUND FLOOR
14 QUEEN VICTORIA STREET
UNION HOUSE BUILDING
CAPE TOWN

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	JOHN MCKAY	CONTACT PERSON	
TELEPHONE NUMBER		TELEPHONE NUMBER	
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	John.Mckay@westerncape.gov.za	E-MAIL ADDRESS	

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		AND	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] ☐		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☒	
	Yes No			Yes No	
IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACREDITATION SYSTEM (SANAS)	[TICK APPLICABLE BOX] ☐				
	Yes No				

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs& QSEs) MUST BE SUBMITTED TOGETHER WITH A COMPLETED 6.1 IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/ SERVICES/ WORKS OFFERED?	Yes ☐ No ☐ [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes ☐ No ☐ [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?		YES ☐ NO ☐	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?		YES ☐ NO ☐	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?		YES ☐ NO ☐	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?		YES ☐ NO ☐	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?		YES ☐ NO ☐	
IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.			

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT. 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (WCBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING THROUGH THE WEBSITE WWW.SARS.GOV.ZA . 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE WITH TOGETHER WITH THE BID. 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE AND CSD NUMBER AS MENTIONED IN 2.3 ABOVE. 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."
NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

1. PREFACE

- 1.1. Rendering of private security service at DSD own residential care centres (secure care, persons with profound disabilities and substance treatment) is integral to the service delivery mandate of the Department. The Department has an obligation towards its staff and residents in these centres to ensure that they perform their functions and or reside in a risk-free environment and to safeguard the Department's assets.

2. BID CONDITIONS

2.1. General:

- 2.1.1. The bid has been drawn up so that certain essential information can be furnished in a specific manner. Bidders are not allowed to make changes to the original document. Only the original document will be recognised as authentic and for contract purposes, will supersede any changes that may have been affected by the bidder.
- 2.1.2. The bid forms should not be retyped or redrafted. Photocopies may be made and completed.
- 2.1.3. Black or blue ink shall be used to fill in bids.
- 2.1.4. The onus is placed on bidders to check that all pages of their bid are included to ensure that no pages are missing. DSD will not accept liability for claims related to missing pages.
- 2.1.5. Unless specifically provided for in the bid invitation, no bid by email, telegram, telex or fax will be considered.
- 2.1.6. Bidders must bid in accordance with the requirements stipulated in the bid documents.
- 2.1.7. The closing date and time for the receipt of bids in response to this invitation to bid is detailed on the cover page of this invitation to bid.
- 2.1.8. All bids must be submitted in a sealed envelope bearing the bid number, bid description as reflected on page 1 of this invitation to bid and closing date.
- 2.1.9. All bids must be submitted before the closing date and time stipulated above and must be deposited in the bid box at the address detailed on the cover page of this invitation to bid. No late bids will be accepted
- 2.1.10. The Department will evaluate bids in terms of disqualifying conditions, any condition with the word or term must or will, is deemed to be a disqualifying condition.
- 2.1.11. The successful bidder will be required to sign a Service Level Agreement with the Department if awarded the contract.

2.1.12. The Department reserves the right to accept or reject any bid offer and may cancel the bidding process or reject all bids at any time before awarding a contract, for reasons including, but not limited to the following:

- (a) There has been a change in circumstances, and the services specified in the invitation are no longer required;
- (b) Funds are no longer available to cover the anticipated expenditure;
- (c) No acceptable bids have been received; or
- (d) A material irregularity has occurred in the bidding process.

2.2. Enquiries:

2.2.1. Bidders may direct inquiries by email to Mr. J McKay (email: John.Mckay@westerncape.gov.za). The department may distribute any answers to bidder's questions to all other prospective bidders.

2.2.2. The due date for any queries related to this bid will be **03 November 2025**

2.2.3. The department will publish all answers on the e-Tender portal by no later than **10 November 2025**

2.3. Bid document:

2.3.1. Bidders must note that some of the documents requires completion by the bidder.

2.3.2. The highest scoring bidders, inclusive of its owners and directors, will be subjected to Security Clearance prior to the adjudication of the tender. This will be conducted by the State Security Agency (SSA) through the Department of Police Oversight and Community Safety, Chief Directorate Security Risk Management for attention and liaison with SSA. This will be inclusive of the assessment of affiliation with any organised crime. Should there be any adverse findings in the Security Clearance process, the bidder will be disqualified from further evaluation.

2.3.3. Mandatory documents will be verified electronically via industry bodies or databases where applicable. Bidders who do not duly complete and submit the documents listed in Table 1 below will be disqualified for non-compliance

Table1: Forms

No.	Document	Mandatory Documents to be completed. Bidders who do not complete these documents will be disqualified	Bidder to return document with bid? Yes/No
a)	WCBD 1 (To be accompanied by proof of authority e.g. company resolution)	Mandatory	Yes
b)	WCBD 3.1	Mandatory	Yes

No.	Document	Mandatory Documents to be completed. Bidders who do not complete these documents will be disqualified	Bidder to return document with bid? Yes/No
c)	WCBD 4	Mandatory	Yes
d)	WCBD 6.1	Mandatory only if the bidder intends to claim preference points. In the case of a joint venture, the B-BBEE certificate/ Affidavit must be submitted in the name of the joint venture and not in the names of individual members.	Yes
e)	Bid Specifications	No	Yes
f)	Special Conditions of contract and Operational Requirements	No	Yes

2.3.4. Bidders must provide the following additional documents. Failure to submit these documents will render the bid non-compliant, thereby disqualifying the bidder, unless otherwise determined and justified.

Table 2: Documents

No.	Document	Mandatory Documents to be supplied	Bidder to return/ submit document with bid? Yes/No
a)	Current and valid PSIRA registration certificate	Mandatory	Yes
b)	Current and valid PSIRA Letter of Good Standing	Mandatory	Yes
c)	Current and valid COIDA Letter of Good Standing	Mandatory	Yes
d)	Current and valid Private Security Fund Provident Fund Letter of Good Standing	Mandatory	Yes

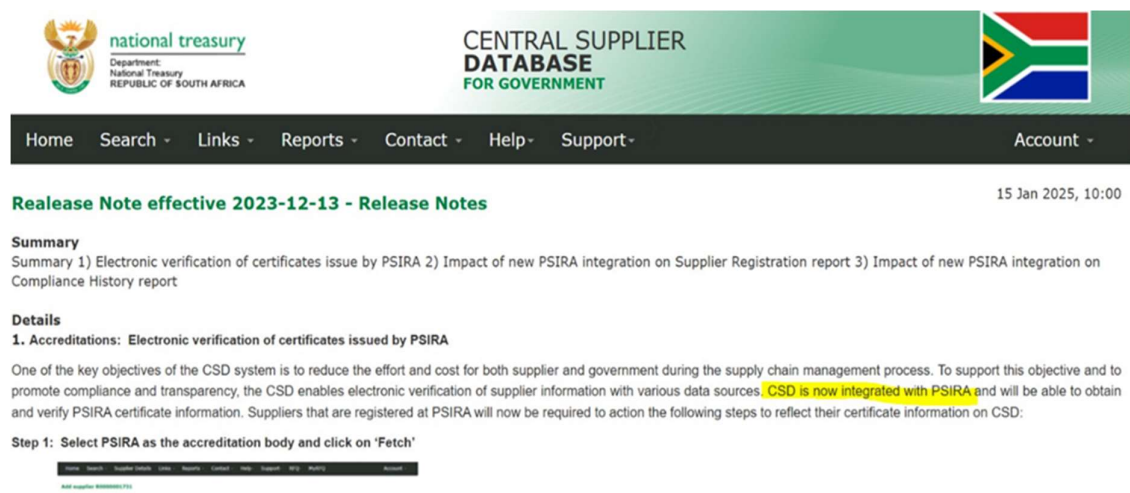
No.	Document	Mandatory Documents to be supplied	Bidder to return/ submit document with bid? Yes/No
e)	Current and valid Public Liability Insurance Fund Document or Letter of Intent to obtain insurance	Mandatory	Yes
f)	*Company Structure and ownership	Mandatory	Yes
g)	*Last 3 months certified bank statements	Mandatory	Yes
h)	*Last 2 years audited financial statements	Mandatory	Yes
i)	*Details of Board Members	Mandatory	Yes
j)	Training Program	Mandatory	Yes
k)	List of employees and trained guards that is on the establishments structure	Mandatory	Yes
l)	Experience Requirements (Attached as Annexure A)	Mandatory (To be completed and returned)	Yes
m)	Proof of employee assistance program	Mandatory	Yes
n)	Current and valid certificate of registration with the National Bargaining Council for the Private Security	Mandatory	Yes
o)	Current and valid confirmation of registration and paid-up levies with NBCPSS	Mandatory	Yes
p)	Bidder must have a footprint in South Africa and must have a functional office in the Western Cape.	Mandatory (eg. Municipal Bill or lease agreement or property ownership. etc)	Yes

* Documents required to do State Security Clearance: Failure of clearance will result in automatic disqualification.

2.4. Compensation for Occupational Injuries and Disease Act (COIDA) Compliance

- 2.4.1. In instances where a bidder is unable to submit a valid COIDA Letter of Good Standing at bid closure due to exceptional circumstances (e.g., pending renewal or administrative delays), the following conditions will apply:
- The bidder must submit written proof from the Compensation Fund or an authorized agent indicating that their application for renewal or registration is in progress.
 - The bidder must commit, in writing, to providing the valid COIDA Letter of Good Standing within seven (7) working days, upon request by the Western Cape Government (WCG).
- 2.4.2. The department reserves the right to request updated or additional COIDA documentation during the evaluation phase or prior to awarding the bid, to ensure compliance with legal and regulatory requirements. Failure to provide the valid COIDA Letter of Good Standing within the specified timeframe, or submission of invalid or fraudulent documentation, will result in the bidder being deemed non-compliant and disqualified from further consideration.
- 2.4.3. Bidders are reminded that maintaining a valid COIDA registration is a requirement for the duration of the contract. The service provider will be required to periodically submit updated COIDA Letters of Good Standing as stipulated in the Service Level Agreement (SLA).
- 2.5. Verification of Certificates
- 2.5.1. The Western Cape Government (WCG) reserves the right to verify the authenticity and validity of all certificates and supporting documentation submitted by the bidder, including but not limited to:
- PSIRA Registration Certificates;
 - Letters of Good Standing (e.g., PSIRA, COIDA, or National Bargaining Council);
 - Firearm licenses and associated compliance documentation;
 - Public Liability Insurance Certificates;
 - Any other mandatory documents required for bid compliance.
- 2.5.2. The WCG may, at its sole discretion, conduct such verification directly with the issuing authority or through any applicable online verification platform.
- 2.5.3. In instances where online verification is required, bidders must provide the necessary information or access credentials to enable the WCG to complete the verification process. This includes, but is not limited to:
- Registration numbers;
 - Verification codes;
 - Links to official databases or portals.

- 2.5.4. The Department will not accept liability for delays or disqualification resulting from the inability to verify certificates due to incorrect, incomplete, or inaccessible information provided by the bidder.
- 2.5.5. The results of the verification process will be considered binding and will form part of the evaluation and due diligence process. Any discrepancies identified during verification may result in the bidder being deemed non-compliant and disqualified from further consideration.
- 2.5.6. The Department reserves the right to periodically verify the validity of certificates and documentation throughout the contract period to ensure ongoing compliance.
- 2.5.7. Service providers should ensure that their PSIRA certificate information is updated on the CSD as per release Note effective 2023-12-13 issued via CSD



The screenshot displays the Central Supplier Database (CSD) website. At the top, there is a header with the National Treasury logo on the left, the text 'CENTRAL SUPPLIER DATABASE FOR GOVERNMENT' in the center, and the South African flag on the right. Below the header is a navigation bar with links: Home, Search, Links, Reports, Contact, Help, Support, and Account. The main content area features a green banner for a 'Release Note effective 2023-12-13 - Release Notes' dated 15 Jan 2025, 10:00. The note includes a 'Summary' section stating: 'Summary 1) Electronic verification of certificates issue by PSIRA 2) Impact of new PSIRA integration on Supplier Registration report 3) Impact of new PSIRA integration on Compliance History report'. A 'Details' section follows, titled '1. Accreditations: Electronic verification of certificates issued by PSIRA'. The text explains that the CSD system aims to reduce effort and cost by integrating with PSIRA, allowing suppliers to verify their PSIRA certificate information. It concludes with 'Step 1: Select PSIRA as the accreditation body and click on 'Fetch'' and shows a small screenshot of the CSD interface with the 'Fetch' button highlighted.

2.6. Supplier Database Registration

2.6.1. Central Supplier Database:

- 2.6.1.1. Bidders must be registered on the Central Supplier database at the closing date and time of the bid. Bidders can register at www.csd.gov.za.

2.7. Validity

- 2.7.1. Bid documentation submitted by the bidder must be valid and open for acceptance for a period of 90 (ninety) calendar days from the closing date and time of the bid, The department will contact the bidder(s) to request an extension should the need arise.
- 2.7.2. Any certificates or supporting documentation submitted with the bid must also remain valid for the duration of the validity period. In instances where certificates expire during this period or are found to be close to expiration, the department reserves the right to request updated or renewed certificates prior to the commencement of the evaluation process or the award of the bid.

2.7.3. Bidders must ensure they are able to provide any requested updates to certificates or supporting documentation, such as Letters of Good Standing or proof of compliance with regulatory bodies, within a timeframe specified by the department.

2.7.4. Failure to provide updated documents upon request, or submission of invalid or expired documents, may result in the bid offer being declared non-compliant and disqualified from further consideration.

2.8. Price breakdown, price adjustments and price adjustment intervals:

2.8.1. Pricing must be stipulated inclusive of VAT (where the bidder is VAT registered).

2.8.2. The Pricing Schedule (WCB 3.2) must be completed in all respects.

2.8.3. Bidders must provide a cost breakdown of their price in the Pricing Schedule provided (WCB 3.2).

2.8.4. Where applicable the annual price adjustment will be effective on 1 March and will be permitted in accordance with the resolutions made by the National Bargaining Council for the Private Security Sector in terms of section 32(7) of the Labour Relations Act, 1995. Adjustments will be allowed once annually unless legislative or regulatory increases occurs earlier.

2.8.5. Bidder must note that for the purposes of price adjustments, a minimum of 15% of the original bid price shall remain firm and will not be subject to any price escalations.

2.8.6. Where new wage rates are gazetted earlier, applications for price adjustments will be allowed from the date of the gazetted increases.

2.9. Extension of Contract Period:

2.9.1. The Department reserves the right to extend the contract for an additional 24 months beyond the initial thirty-six (36) month, subject to the following conditions:

2.9.1.1. The extension serves the best interest of the Department, ensuring continuity of services, cost efficiency, or alignment with strategic objectives.

2.9.1.2. The service provider has demonstrated satisfactory performance during the initial contract period, as assessed through periodic performance reviews and compliance with the Service Level Agreement (SLA).

2.9.1.3. There are no material changes in the scope of work or service requirements that would necessitate re-advertisement of the bid.

2.9.1.4. Both parties mutually agree to the extension terms, including any necessary adjustments to pricing, which must align with the prevailing market conditions and any relevant industry regulations.

- 2.9.1.5. The service provider maintains all regulatory compliance, including valid registrations, letters of good standing, and insurance coverage, as stipulated in the contract.
- 2.9.1.6. Approval for the extension is obtained from the departmental authority in accordance with applicable procurement governance frameworks.
- 2.9.2. The WCG shall provide written notice to the service provider of its intention to extend the contract no less than thirty (30) calendar days before expiration of the initial contract period. Should the extension not be exercised, the contract shall terminate at the end of the initial thirty-six (36) month period, unless otherwise agreed to in writing.

3. BID SPECIFICATIONS

3.1. Scope

- 3.1.1. Rendering of private security service at DSD own residential care centres (secure care, persons with profound disabilities and substance treatment) is integral to the service delivery mandate of the Department.
- 3.1.2. The service must be provided at the indicated sites. No additional infrastructure, such as a control room, needs to be provided by the bidder. Additional equipment is stated in the bid document.
- 3.1.3. The Department has an obligation to ensure a risk-free environment and to safeguard the residents, staff, visitors, sub-contractors and Departmental assets.
- 3.1.4. The facilities are accommodating high-risk residents such as those with behaviour challenges, profound disabilities, substance dependency, awaiting trial and sentenced youth.

3.2. Requirements

- 3.2.1. Refer to the below pricing schedule (WCBD 3.1) for requirements in terms of number of guards and grades, location, etc.

3.3. Experience Requirement

- 3.3.1. Minimum of five (5) years' experience in high-risk security environments. A **high-risk environment** refers to any setting, condition, or operational area where there is an elevated likelihood of encountering hazards, threats, or adverse events that could impact safety, security, operations, or compliance of the facility. Based on the risk assessment conducted, various facilities are rated as a high risk- environment due to their core business and operational environment.
- 3.3.2. Bidder must have a footprint in South Africa.
- 3.3.3. Must have a functional office in the Western Cape. Proof to be submitted, eg: Municipal Bill.
- 3.3.4. Bidders must fully complete the provided Annexure A with contactable references.

3.4. Security service grade requirements

A description of the various grades of security services sought is provided hereunder:

- 3.4.1. Physical guarding: This service is where a normal guarding solution will be required for guard grade A to C:
 - a) PSIRA Grade A Security Guards
 - A Grade A security officers' main function would normally be a site manager or commander.

- Controlling and managing a number of functions.
- Managing the security workforce
- Conducting risk assessments and evaluations on site daily.
- Basic investigative skills.
- Problem solving.
- Designing security solutions.
- Where mentioned, a supervisor must be stationed at the site, while the security manager will provide shared services across multiple sites.
- Attend monthly contract management meetings with their supervisor.

b) PSIRA Grade B Security Guards

- A Grade B security officers' main function is site supervision with special certification on access control in high-risk areas, emergency incident management where documentation and basic computer skills might be required.
- A site or shift supervisor.
- Managing of lower grade security grading officers.
- Managing control room staff and have the ability to analyse high risk behaviours and gang activities.
- Any appointed control room staff must be on a minimum B grade and / or special qualification in high-risk control room management.

c) PSIRA Grade C Security Guards

- A Grade C security officer's main function is access control, perimeter security, guarding of people and assets of a higher risk area, such as within a secure care centre.

3.4.2. Bidder must provide the organisations current staff structure inclusive of management oversight and security workforce. Bidders will be evaluated to ensure capacity to deliver on the contract.

3.4.3. Bidders must provide a training program of training that will be provided to the security force throughout the contract period. A detailed training program is required including, orientation & induction; access control policy; unauthorized items; improper dealings; customer care; refresher training – 3 monthly with attendance registers; facility specific training, excluding the service providers training.

3.5. Profile Of Security Officers

3.5.1. All Security officers intended to be used on the site (s) MUST comply with the following requirements:

3.5.1.1. Must be South African citizen.

- 3.5.1.2. Private Security Industry Regulating Authority (PSIRA) registration of allocated Security officers must be submitted to the Security Managers before training or posting of any Security officer.
- 3.5.1.3. Academic qualifications or qualifications relevant to the grading of security guards.
- 3.5.1.4. Must be able to work independently and deal with high-risk situations.
- 3.5.1.5. Must be able to communicate, in two of the three official languages of the Western Cape, able to write in the business language of the WCG which is English. Specific language requirements per site will be stated within the WCBD 3.1 of this tender document.
- 3.5.1.6. Must be assertive to enforce security measures as required and able to endure provocation and physical threats.
- 3.5.1.7. Security officials must act professional at all times and not enter into any personal friendship or relationship with DSD staff, contractors or residents while on duty.
- 3.5.1.8. Must be physically fit and be strong enough to physically remove unwanted persons and intervene to protect persons and assets. Training will be provided by the department in terms of legal framework and policies guiding physical intervention.
- 3.5.1.9. Must have the ability to analyse behaviour and identify security risks.
- 3.5.1.10. Control room officials must have the ability to analyse high risk behaviours and gang activities and be able to respond to high pressure incidents in a calm and controlled manner.
- 3.5.1.11. Service provider will be expected to provide training relevant to the profession of a security guard and their ability to respond to high-risk incidents such as, amongst others, riots.
- 3.5.1.12. Must be able to perform the required duties with reasonable physical ease and ethical standards.
- 3.5.1.13. Command respect and follow instructions.
- 3.5.1.14. Must be clothed in the company dress code with name tags.
- 3.5.1.15. Must carry on his/her person the following equipment or items in execution of his/her duties:
 - a) Patrol tag linked to an electronic patrol system.
 - b) The tracking system must be provided, and the management of the centre must have access to the system.
 - c) Handcuffs.
 - d) Gloves
 - e) key holsters
 - f) Pocket Book.
 - g) Pen (Stationery).
 - h) A clear identification card of the company with the member's photo, name, identification number, PSIRA nr on it, worn conspicuously on his/her person at all times.

- i) Torch – must be capable of illuminating a distance of at least 10 meters at night.
 - j) Radio – Two-way radios should be in contact with the control room of the bidder on a 24-hour basis.
 - k) Occurrence books.
 - l) Hand-held metal detector(s) for access controls at various points in the centre.
 - m) Under vehicle inspection mirror
- 3.5.1.16. In the event of high-risk security events: equipment such as, amongst others but not limited to, non-mechanical shields, bullet proof vests and riot gear must be provided.
- 3.5.1.17. Please note that the following is prohibited items for security officials: Batons, mechanical devices, firearms and ammunition, pepper spray and any other article that can cause harm to another person or as indicated in the unauthorised article and improper dealings policies.
- 3.5.1.18. Transport for any aspect of the contract, except DSD initiated escort services, must be provided by the bidder.
- 3.5.1.19. Please note that each centre has its own control room, and the bidder will not be expected to provide an offsite control room.

3.6. Duties

- 3.6.1. Detailed activities to be carried out for each post will form the basis of a site procedure manual at each post.
- 3.6.2. These jobs descriptions will include procedures to be followed.
- 3.6.3. The security objectives for each job must be clearly defined and will form the basis of deciding on the key result areas for each job.

3.7. General site specifications

3.7.1. Guarding

- 3.7.1.1. Protecting people and property against the harmful actions, by word or deed of other parties.
- 3.7.1.2. The vigilant and, if necessary aggressive protection of property and personnel against any attempt by any person to unlawfully enter the premises of the Western Cape Government and by any person that poses an internal threat
- 3.7.1.3. Escort services where the guard accompanies the DSD staff during external movement. DSD will provide their own transportation. Control room services must be provided 24 hours a day and the control room officers must be skilled in high-risk behaviours and gang activities and be able to respond to high pressure incidents in a calm and controlled manner.
- 3.7.1.4. Escapes: The bidder will be expected to prevent escapes and will be held liable of any damage or litigation as a result of an escape from the site.

- 3.7.1.5. High risk incidents such as, amongst others, riots, hostage taking, bomb threats and armed robbery must be dealt with as agreed in the relevant policy between the bidder, law enforcement agencies and DSD. The bidder will be expected to deploy officials from other sites included in this tender to respond to high-risk incidents, when requested by DSD.
- 3.7.1.6. The bidder will be expected to have at each site, an emergency response agreement in place with the local law enforcement and emergency services. This arrangement must be provided in writing within one month of commencement of the contract and maintained throughout the contract period.
- 3.7.1.7. The bidders will be expected to abide by and apply any DSD operational policies and procedures relevant to the site.
- 3.7.1.8. Searching of infrastructure, persons and assets must be conducted. Residents must be searched every time they move between different areas of the site.
- 3.7.1.9. Residents must be searched prior to leaving the facility, departing from the venue visited and upon return to the Facility.
- 3.7.2. Patrolling
 - 3.7.2.1. A pro-active method of observing the environment for any form of security threat or other hazard (e.g. safety hazards which may have the potential to cause damage to property or injury to people). Sustained vigilance and discipline are of the utmost importance.
 - 3.7.2.2. Patrolling can either be done by displaying high visibility to dominate the area or in a covert manner.
 - 3.7.2.3. Mandatory covert patrolling will be instructed for search and seizure operations.
 - 3.7.2.4. Patrolling must be monitored through an electronic monitoring system.
- 3.7.3. Purpose of patrolling
 - 3.7.3.1. To ensure that all vulnerable points frequently be visited to maintain security against intrusion by any unauthorized person.
 - 3.7.3.2. To check for intruders to identify strangers and ascertain their rights to be present in that particular area or building.
 - 3.7.3.3. To check for and identify at risk behaviour by any persons inside the site and be able to give a detailed verbal and written description of such behaviour. There may be a requirement for the security official to testify in any legal and / or disciplinary proceedings.
 - 3.7.3.4. To check the perimeter fences, building infrastructure, assets and security lighting and to ensure that it is damages and defects are reported to the relevant DSD official.

- 3.7.3.5. Identify and report physical problems such as long grass, trees, overgrowing, overhanging fences, material being stack against the fences or any contraband entering or within the site.
- 3.7.3.6. If rain washing furrows under fences are blocked, it must be reported to the relevant DSD official.
- 3.7.3.7. To check that all indoor and outdoor windows, doors and gates are secured each time the patrol passes, and defective doors, windows and gates must be reported to the relevant DSD official immediately.
- 3.7.3.8. A physical examination of each point is required at commencement of each shift.
- 3.7.3.9. To do ground sweeps for any contraband, weapons or objects that can cause a risk.
- 3.7.3.10. To check for actual or potential fire hazards outside and inside offices, buildings and areas.
- 3.7.3.11. To check for potential safety hazards and to report the problem(s).
- 3.7.3.12. To ensure the safety of all keys entrusted to the patrol.
- 3.7.3.13. Clock at each point indicated on the perimeter. The bidder will be expected to provide, install and maintain the digital guard patrol system for the duration of the contract period.

3.7.4. Patrol methods

- 3.7.4.1. Patrols must be conducted in a methodical and conscientious manner.
- 3.7.4.2. The Security officers on patrol must be given clear and concise instructions as to their duties and how the patrol is to be performed.
- 3.7.4.3. The extent and timing of the patrols should be intelligently varied and must not form a routine.
- 3.7.4.4. If possible, the person on patrol must report his/her position from time to time.
- 3.7.4.5. Western Cape Government staff must identify themselves by recognized methods of identification before allowed on the premises. If such staff cannot identify themselves, they must be treated as if they are visitors.
- 3.7.4.6. Nobody will be allowed to bring anything that is prohibited (e.g. firearms, alcohol) onto the premises. The access control and unauthorised policies must be applied.
- 3.7.4.7. Nobody will be allowed to carry out any activity on the premises that is prohibited by the owner/user (Western Cape Government). The improper dealing and behaviour management policy must be applied.
- 3.7.4.8. Examination of delivery documents accompanying vehicles wanting entry.

3.7.5. Vehicle entrance control

(Only applicable at Institutions that has this entrance point)

3.7.5.1. Security officers should exercise the Control of Access to Public Premises and Vehicle Act, 53 of 1995 in an effective manner and in accordance with the DSD access control policy for secure care centres

3.7.5.2. According to this Act, "No person shall without the permission of an authorized officer enter or enter upon any public premises or any public vehicle in respect of which a direction has been issued under subsection (1)(b), and for the purpose of the granting of that permission an authorized officer may require of the person concerned that he

-

- a) furnish his name, address and any other relevant information required by the authorized officer;
- b) produce proof of his identity to the satisfaction of the authorized officer;
- c) declare whether he has any dangerous object in his possession or custody or under his control;
- d) declare what the contents are of any vehicle, suitcase, attaché case, bag, handbag, folder, envelope, parcel or container of any nature which he has in his possession or custody or under his control, and show those contents to him;
- e) subject himself and anything which he has in his possession or custody or under his control to an examination by an electronic or other apparatus in order to determine the presence of any dangerous object; a physical pat down search must be conducted of all persons.
- f) hand to an authorized officer anything which he has in his possession or custody or under his control for examination or custody until he leaves the premises or vehicle"
- g) Vehicles must be searched internally and externally, including underneath the vehicle on entering and exiting the site.

NB - "Any one gender referred to in the abovementioned paragraphs include the other gender"

3.7.6. Entrance control

3.7.6.1. To ensure that no unwanted or unauthorized persons enter the premises or part of the premises.

3.7.6.2. Contractors and visitors should be questioned regarding the purpose of the visit and requested to sign the visitor register and issued at the reception with a visitor's card. Security officials must also complete a tool register & verify upon entry & exit.

3.7.6.3. WCG staff must identify themselves by recognized methods of identification before being allowed on the premises. If the staff cannot be identified they must be treated as if they are visitors.

- 3.7.6.4. Nobody will be allowed to bring in anything that is prohibited (e.g. Firearms) onto the premises. Unauthorized article policy will be made available.
- 3.7.6.5. Nobody will be allowed to carry out any activity on the premises that is prohibited by the owner/user (Western Cape Government).
- 3.7.7. Egress control
 - 3.7.7.1. To ensure that people and vehicles leaving the premises do not remove property of the Western Cape Government in an unauthorized way.
 - 3.7.7.2. Searching of vehicles must be done in terms of the Western Cape Government Search Policy.
- 3.7.8. Tasks
 - 3.7.8.1. Exercise strict control over all visitors.
 - 3.7.8.2. Control over motor vehicle parking on the building premises, especially those vehicles parked in the vicinity of the entrance which may obstruct vehicles/others.
 - 3.7.8.3. Removal of any unruly and abusive persons from the premises.
 - 3.7.8.4. Protection of personnel, residents, visitors and property.
 - 3.7.8.5. React on alarms on the in-house system and contact SAPS through the Control Room when required.
 - 3.7.8.6. Confront all suspect persons and determine whether they are authorized to be on the premises.
 - 3.7.8.7. Act whenever any offences are committed or about to be committed.
 - 3.7.8.8. Control the authorized removal of Western Cape Government property from the premises and prevent the unauthorized removal of Western Cape Government property from the premises.
 - 3.7.8.9. Ensure that everything that must be locked after hours is in fact locked.
 - 3.7.8.10. Ensure that all alarms have been activated.
 - 3.7.8.11. Removing vagrants from the building will form part of the security function.
 - 3.7.8.12. The Service Provider shall ensure that appropriately trained Security officers take reasonable action to apprehend, restrain, detain and or take other reasonable action as is appropriate, in respect of any person who is in the act of committing or is about to commit an offence or any type of disruption or disturbance, providing that such Security officers use a minimum degree of force.
- 3.7.9. Security officers shall report to their control room and the most senior DSD official on site immediately:
 - 3.7.9.1. Any observed damage or interference to physical security protective measures e.g. perimeter fencing or door locks;
 - 3.7.9.2. Any observed damage to any property e.g. graffiti, damage to visitor's cars, etc.

- 3.7.9.3. Any observable water, steam, gas, oil, electrical and medical gas breakdowns without imposing any particular obligation to inspect or search for such breakdowns.
- 3.7.9.4. Secure any doors or windows left open in vacated locations without apparent reason which may present a security risk and switch off lights that are not required;
- 3.7.9.5. Ensure that all fire fighting equipment remains in designated locations and is not interfered with to prevent its immediate use, and that fire exits are not obstructed;
- 3.7.9.6. Escort from the Site any loiterers, travellers, hawkers or any other persons who do not have bona fide reason to be on the Site or pose a threat to the operations

- 3.7.10. The service provider shall ensure that all on duty security officers shall attend and provide whatever assistance is necessary to all reports of high-risk incidents and fire in any areas of the site as directed by the designated departmental representative. This shall include but not be limited to:
 - 3.7.10.1. Reporting blocked fire access routes to their Control Room;
 - 3.7.10.2. Assisting authorised official staff in limiting unauthorised access to the scene of the fire;
 - 3.7.10.3. Assisting in the evacuation of the affected areas in the event of fire, under the direction of nominated Departmental Representative;
 - 3.7.10.4. Liaising with external emergency agencies as part of its response in relation to an incident.

- 3.7.11. **Note: When a life-threatening situation develops, it is the main task of the security personnel to protect the personnel, residents, visitors, sub-contractors and the property.**

- 3.7.12. Service provider
 - Particulars of Security officers to be employed at the sites
 - 3.7.12.1. The Service Provider must complete the form of particulars of the Security officers to be employed/ stationed at the various sites as set out by the Department of Police Oversight and Community Safety 2 (two) weeks before commencement of the tender.
 - 3.7.12.2. That the Service Provider shall ensure that Security officers are rotated on a 6th monthly basis or at any time as requested by the facility manager of the site. Should security officers make themselves guilty of any misconduct that poses a risk to the centre, the contractor will be requested to remove the officers immediately from the site and replace them with new officers.
 - 3.7.12.3. The service provider must provide the following security clearances for all staff with the following timeframes:
 - Criminal offence clearances must be provided within a month of commencement of contract.

- Clearance against the sexual offence register must be provided within 6 months of commencement of contract.
- DSD will assist with the clearance against the child protection register which will be conducted within one month of commencement of contract.
- This is also applicable to all new staff appointed during the contract period.

3.7.13. Conduct of security staff

3.7.13.1. The code of conduct of the facility shall apply to the service provider and its staff.

3.7.13.2. The Provincial Government Western Cape expects the highest possible standards of conduct from all staff. Transgressions that are non-compliant to the code of conduct is:

- a) Absence without proper notification,
- b) Accepting gifts or bribes or improper dealings in the line of duty.
- c) Drinking intoxicating liquor or using drugs, being under its influence on duty or reporting for duty while intoxicated,
- d) Unnecessary harshness or violence or using profane language,
- e) Wilful disobedience of site instructions, orders of a superior or a reasonable request by the end user.
- f) Failure to wear the standard uniform at all times when on duty.
- g) Failure to complete occurrence book or any other documents as specified,
- h) Failing to present an acceptable image, or to deal with any client in a respectable manner,
- i) Sleeping on duty, theft, eating food of clients, and withholding basic rights from clients.
- j) Zero tolerance on sexual harassment and related offences.

3.7.14. Legal rights, functions and obligations

The service provider shall adhere to the requirements of the following legislation and its amendments to the extent to which it is applicable:

3.7.14.1. The Control of Access to Public Premises and Vehicle Act (Act 53 of 1985) as amended

3.7.14.2. Criminal Procedure Act 1997 (Act 52 of 1997) as amended

4. EVALUATION CRITERIA

4.1. The bid will be evaluated in accordance with the following methodology.

4.2. **Stage One (1): Compliance with Mandatory Returnable Documents**

4.2.1. During this phase, bids are evaluated for compliance with the compulsory requirements of the bid, inclusive of all relevant bid documents being duly completed, signed, and submitted as part of the bid and that all supporting documentation has been provided in line with the conditions of the bid. Failure to comply with these requirements will result in non-compliance of the bid and such a bidder will not proceed to Stage Two (2) of the evaluation. See Stage 1 evaluation criteria below:

	EVALUATION ITEM/CONDITION/CRITERION	SPECIFIC AREA AND GUIDE	Y/N	COMMENTS
No	REQUIREMENTS			
1.	PAR 2.3.1 and 2.3.2 Documentation stipulated below must be returned with the bid document. • WCBD 1 • WCBD 3.1 • WCBD 4 • WCBD 6.1 (accompanied with verification documentation) • Bid Specifications • Special Conditions of contract and Operational Requirements • Current and valid PSIRA registration certificate • Current and valid PSIRA Letter of Good Standing • Current and valid COIDA Letter of Good Standing • Current and valid Private Security Provident Fund Letter of Good Standing • Current and valid Public Liability Insurance Fund Document or Letter of Intent to obtain insurance • List of employees and trained guards that is on the establishments structure • Training Program • Experience Requirements (Annexure A) • Proof of employee assistance program • Current and valid certificate of registration with the National Bargaining Council for the Private Security • Current and valid confirmation of registration and paid-up levies with NBCPSS • Bidder must have a footprint in South Africa and • Must provide proof of a functional office in the Western Cape (Valid lease agreement and / or a municipal account displaying the company name, etc.) Only the top fully compliant bidders offices will be physically inspected in line with all applicable legislation & regulatory frameworks prior to award of the contract	Check if all documents were submitted as per the specifications and are valid.		

	EVALUATION ITEM/CONDITION/CRITERION	SPECIFIC AREA AND GUIDE	Y/N	COMMENTS
No	REQUIREMENTS			
2.	*Company Structure and ownership *Last 3 months certified bank statements *Last 2 years audited financial statements *Details of Board Members	* Documents required to do State Security Clearance. Failure of clearance, will result in automatic disqualification.		
2.	Completed WCBD 1 – Invitation to bid	Full completion and signature of document including proof of authority to sign bid documents		
3.	Completed WCBD 4 - Declaration of Interests, Bidders Past SCM Practices and independent bid Determination	a) The bidder must have completed document. Check specifically the answers to sections b1, b2 and b3. b) Did the bidder sign the declaration and was it commissioned?		
4.	Completed WCBD 6.1 – claim of preference points (supported by affidavit or BBBEE certificate)	Non-completion is not a disqualification from the bidding process but means that bidder will not be allocated points. Here the bidder must have claimed points, have signed the wcbd6.1 and should have provided either a valid affidavit or BBBEE certificate.		INDICATE BBBEE LEVEL: (IF APPLICABLE)
5.	PAR 1.4.1.1 Bidders must be registered on the Central Supplier database at the closing date and time of the bid.	If the bidder provided a valid MAAA number or, the CSD summary report was provided, then both are acceptable.		MAAA
6.	Does the bidder's name appear on the list of restricted bidders and defaulter's list?			

	EVALUATION ITEM/CONDITION/CRITERION	SPECIFIC AREA AND GUIDE	Y/N	COMMENTS
No	REQUIREMENTS			
7.	WCBD 3.1 – Pricing schedule	a) Did the bidder provide a quoted price for all the facilities The bidder must ensure that all facilities are quoted for and the document is fully and duly completed.		

4.3. Stage Two (2): Evaluation of Proposal

- 4.3.1. Evaluation of proposals in terms of this bid means the ability and capability of a bidder to provide services in accordance with the scope of the work as set out in the bid documents. Failure to comply with these requirements will result in non-compliance of the bid and such a bidder will not proceed to Stage Three (3) of the evaluation. See Stage 2 evaluation criteria below:

	EVALUATION ITEM/CONDITION/CRITERION	SPECIFIC AREA AND GUIDE	Y/N	COMMENTS
No	REQUIREMENTS			
1.	PAR 3.7.12.3 – Security Clearance - Company Structure and ownership** - Board member details ** - Last 3 months certified bank statements** - Last 2 years audited financial statement**	Status of preferred bidders' security clearance. (Failure of clearance, will result in automatic disqualification)		
2.	PAR 3.4.2 Company Structure and ownership	a) Does the bidder have the capacity to fulfil the contract requirements b) The company must demonstrate adequate capacity with reference to the number of employees and match it with the main requirement in WCBD 3.1(List of employees and trained guards that is on the establishments structure		

	EVALUATION ITEM/CONDITION/CRITERION	SPECIFIC AREA AND GUIDE	Y/N	COMMENTS
No	REQUIREMENTS			
3.	PAR 3.4.3 Proof of Training Program relating to operationalisation of safety and security outcomes in high-risk area/facilities	Did the bidder submit the training program related to operationalisation of safety and security outcomes in high-risk area/facilities		
4.	PAR 3.3.3 Required Experience (Annexure A)	a) Does the bidder have 5 or more years' experience in high-risk security. b) Did the bidder provide contactable references? (Email addresses to be provided for references, to verify past performance)		
5.	TABLE 5 Proof of employee assistance program	Did the bidder submit their employee assistance program?		

4.4. **Stage Three (3): Price and Preference Evaluation**

- 4.4.1. During this phase, all bids that have met the requirements of stage 1 and 2 above will be further evaluated in terms of Price and the Preference points system in terms of the Preferential Procurement Act 5 of 2000 and Preferential Procurement Regulations of 2022.
- 4.4.2. Preference points shall be awarded as follows:
- (a) Price= Maximum **90** points depending on the value of the contract; and
 - (b) B-BBEE Status Level of contribution = Maximum 10 points depending on the value of the contract.
- 4.4.3. In accordance with section 2.1(f) of the Preferential Procurement Policy Framework Act, 2000, the department reserves the right to apply objective criteria to withhold awarding a bid to a bidder that scores the highest points.

5. SPECIAL CONDITIONS OF CONTRACT AND OPERATIONAL REQUIREMENTS

- 5.1. Maintaining good standing and provision of updated records
- 5.1.1. The Service provider must maintain their good standing with the relevant regulatory institutions or any requirement in terms of the specification for the duration of the contract. The service provider shall be required to provide updated information within seven working days upon request by the Department:
- 5.1.2. PSIRA Registration Certificate (submit when registration is renewed).
- 5.1.3. PSIRA Letter of Good Standing (Every 3 months, when renewed).
- 5.1.4. COIDA Letter of Good Standing (submission within a month after expiry).
- 5.1.5. Public Liability Insurance Document or Letter of Intent.
- 5.1.6. Occupational Health and Safety Plan (as and when requested by the department).
- 5.1.7. Current and Valid Private Security Fund Provident Fund letter of Good Standing
- 5.1.8. Current and valid certificate of registration with the National Bargaining Council for the Private Security Sector (NBCPSS)
- 5.1.9. Current and valid confirmation of registration and paid-up levies with NBCPSS
- 5.1.10. Its Directors, Security Officers and Administration staff have undergone police clearance verification or obtained clearance from the State Security Agency (refer to as SSA hereafter). No Security officers with a criminal record are permitted to be deployed to any WCG premises. Submission of police clearance on an annual basis as well as at the request of the Department.
- 5.1.11. "The awarded bidder, inclusive of its owners and directors will be subjected annually to Security Clearance, which will be conducted by the State Security Agency (SSA) through the Department of Community Safety, Chief Directorate Security Risk Management for attention and liaison with SSA. This will be inclusive of the assessment of affiliation with any organised crime".
- 5.1.12. It remains the prerogative of the WCG to do random verification on such police and SSA clearance.
- 5.1.13. The presentation or submission of PSIRA issued certificate does not constitute proof of a Security Officer 's criminal record.
- 5.1.14. All appointed security officers assigned / involved to this contract must have a valid PSIRA certificate for the duration of the contract.

5.2. Minimum service standards

5.2.1. The provision of security services will be subject to the minimum service standards as indicated in Table 5.

5.2.2. The accreditation certificates for security guards appointed across the different grades must be provided by the bidder at the start of the contract and of any new security staff subsequently appointed.

5.3. Table 5: Security service standards

5.3.1. The SRM security standards is Annexure B to the specifications and must be complied with. Additionally, the below standards must also be complied with.

Major service	Service area	Performance standards	Metric	Target	Penalty
Access control (Policy will be provided)	All reception and entrance points	Only authorised staff members, visitors, contractors allowed to have access to the building.	No unauthorised staff, contractors or visitors found on the site during random checks.	100%	1% (of the total contract price of the specific site) per incident of actual non-compliance identified.
	All vehicle entrances	Only authorised staff, delivery vehicles and contractors admitted into the building and allowed in the parking facilities. Compliance to transport policies.	No unauthorised and non-escorted delivery vehicles on premises.		
	Visitor management	Exclude any person attempting to enter without a valid credential or reason. Escorting of visitors to reception.	Monthly reports unauthorised persons on site. Authorisation from authorised officials.		
	Equipment Management	Verification of all authorised equipment entering and exiting the premises.	Register for goods and equipment.		
	Weapon and unauthorised articles control	Confiscation of all gun magazine and cleaning of gun barrels. Confiscation of all unauthorised weapons or articles.	Register for managing of weapons.		
	Searching of residents entering or exiting the facility	All residents, entering or exiting the facility must undergo a full body search.	Register must be kept for residents.		

Major service	Service area	Performance standards	Metric	Target	Penalty
	Prevention of escapes	The service provider is responsible to prevent escapes from the facility.	Incident report to be submitted within 1 hour of any attempted - and or escape.		
Internal control	Searching On access and exit	No removal of western cape government's property and / or staff property without proper authorisation.	Reports received from staff members. Audit conducted by the department.		
General Security Provision	Internal Security measures.	Guarding of internal gate, searching of all residents, staff, visitors and contractors moving between administration and operational areas. Searching of all residents entering or exiting any area within the facility. Checking of amongst others, but not limited to, windows, bars, gates, perimeter fences, classrooms, living areas, play areas, sports fields, bathrooms, fire safety equipment on a daily basis for any damages or unauthorised articles. Participate in any special searching events as agreed by with management of the facility.			
	Control room Management	Two controllers must man the control room at all times. Rotational breaks within the control room for a minimum of 10 min every hour. On lunch breaks, sufficient relief person must be allocated. Control room staff must have proven sufficient training in managing	Certification of suitable qualified control room staff. Occurrence books reflecting all incidents, breaks, etc. Incident reports following any incident, high risk observations or intelligence must be completed by the end of each shift.		

Major service	Service area	Performance standards	Metric	Target	Penalty
		control rooms in high-risk environment. Ability to detect and analyse behaviours and alert site supervisor and facility manager immediately of any such incident / behaviours. Ability to detect and identify emergency incidents such as, amongst others but not limited to, fires, riots, assaults, escapes, vandalism, etc. and report immediately in terms of the emergency protocol. Control room staff must monitor movement and management of all electronic gates.			
	Emergency Management	In the case of an emergency, amongst others, but not limited to, fire, riots, hostage taking, attempted escapes, the emergency protocol of the facility must be followed, and the saving of life is paramount. Instructions by any law enforcement and or facility management must be followed. Suspicion of any emergency event occurring must be reported immediately to the facility management and or external emergency agencies as required by the risk level of the incident.	Written recording / report of the incident must be done within 1 hour of such incident.		

Major service	Service area	Performance standards	Metric	Target	Penalty
Reporting	Incident response	All incidents to be reported within 5 minutes to control room and the facility management.	Printout of the monthly report control sheet. Reports from staff members. Audit by the department.		
		All incidents to be reported to the applicable security manager, in writing within 7 hours after each incident.	Reports from staff members Audit by contract management team and / or department		
Service providers responsibility	Compliance management	Ensure sufficient relievers are available to always ensure an uninterrupted service	Inspection of daily posting sheet		
		Ensure that site supervisor visits all the premises a minimum of three times per shift. In the case of a supervisor allocated full time to the facility, supervision is to be conducted at all times. The supervisor is also responsible for proper de-briefing following each incident and to identify risk areas to the facility management.			
		Ensure that no self-posting takes place.			
		Ensure that the correct number of security officers on site and ready to perform their duties least fifteen (15) minutes before a shift commences.			
		Ensure that no posts are left unattended and / or that security officers do not leave a post vacant at the conclusion of their shifts, until such a time that they are relieved.			
		Ensure that security officers do not report for duty or enter a building in the site if they are not registered with PSIRA, or if their registration is withdrawn or suspended by PSIRA, or if they do not display either their PSIRA and/or the service provider's corporate photo identification badges			
		Inform the department immediately in writing if any security officer is found guilty of improper conduct as contemplated in the code of conduct for security providers			
		Ensure that all security officers are dressed in accordance with the service provider's corporate uniform and dress standards, which should include the prohibition of extravagant jewellery and accessories.			
		Ensure that all security officers are equipped with the necessary service aids, i.e. Handcuffs, pocketbook, pen, torch and communication device. Any other			

Major service	Service area	Performance standards	Metric	Target	Penalty
		services aids must be approved by the facility manager.			
Service providers responsibility	Compliance management	Ensure that all necessary equipment, services or material as required are kept in the condition as required by law, regulations and procedures and readily available for the department to inspect and test without prior notice		100%	
		In the provision of the services, have due regard to the operational requirements of the parties occupying or operating from the premises and security officers shall not do, or permit to be done, anything which may negatively impact on such parties' operational requirements			
Service providers responsibility	Compliance management	Ensure that the security officers shall, at all times comply fully with any safety, fire, emergency and security procedures and policies applicable at the premises		100%	1% (of the total contract price of the specific site) per incident of actual non-compliance identified.
		Ensure that the security officers who fail to comply with the procedures or policies contained herein are appropriately disciplined and, if required by the department, replaced without delay and the department shall be entitled to deny such person access to the relevant premises			
		Ensure that the specified number of security officers is always deployed at the premises for the duration of the contracted shift periods. At no time may a registered post be vacant.			
		Ensure that security officers do not perform more than 12 (twelve) hours of work per day and accordingly may not work double shifts.			
		The service provider must ensure patrolling of the WCG buildings, site, parking area or site perimeter is performed in accordance with the prescripts outlined in the site specific standard operating procedure (sop) or where the sop does not provide prescripts in relation to patrols, the service provider must ensure the WCG building, site, parking area or perimeter is patrolled at least once every 30 minutes or as mutually agreed by in the ORS at call-off stage. Perimeter fence must be patrolled 24/7. The service provider must provide a patrol tag linked to an electronic patrol system.			
		, The service provider is required to submit reports of badging at these electronic points on a weekly basis to the appointed contract manager and facility manager.			
		Submit daily deployment sheet to the applicable facility / contract manager within one (1) hour of commencement of duty.			

Major service	Service area	Performance standards	Metric	Target	Penalty
		Complete and submit a monthly operational report to the applicable department security manager. Attend operational meetings as schedules by the department Possess a minimum PSIRA grade a - c qualification Be a SA citizen Be able to work independently Be able to communicate in two of the three official languages of the western cape and be able to read and write in English: Be physically fit Be assertive enough to enforce security measures as required Be trained in professional conduct, including difficult and conflict situations Be presentable, clean, and neat and portray a professional image at all times whilst conducting their duties in a professional manner Be alert, vigilant and professional in their approach and actions. Guard against the unnecessary use of personal communication devices and / or reading material which will distract the security officer from performing in accordance with the agreement or as mutually agreed at call-off stage. Must adhere to the unauthorised article policy The service provider must ensure access of its security staff to an employee assistance program.			
In addition to the penalty, the following deviations will be regarded as extremely serious and may be regarded as sufficient reason to request the service provider to remove the transgressing security officer (s) permanently from the premises Performance standards					
Service provider's responsibility	Compliance management	Absence from the premises without proper notification;		Nil	1% (of the total contract price of the specific site) per incident of actual non-compliance identified.
		Accepting any gifts or bribes while on duty;			
		Use of equipment issued or being used by the security officer in an inappropriate or illegal manner.			
		Drinking intoxicating liquor or using intoxicating substances while on duty or reporting for duty in an intoxicated condition;			
		Enabling any person to secure stolen property from the premises;			
	Compliance management	False reporting		Nil	1% (of the total
		Negligent in the application of their responsibilities;			

Major service	Service area	Performance standards	Metric	Target	Penalty
Service provider's responsibility		Sleeping on duty or neglecting their duty;			contract price of the specific site) per incident of actual non-compliance identified.
		Sexually or verbally harassing other security officials, WCG staff, residents, contractors, visitors and service providers and / or members of the public.			
		Unnecessarily harsh or violent conduct or using profane language while performing their duties in accordance with this agreement;			
		Wilful disobedience of instructions, orders of a superior or a reasonable request by the department;			
		Failing to report any security incident or safety hazard either observed by the security officers or brought to their attention by another person;			
		Failing to wear the prescribed clothing or identification when on duty; (no unauthorised clothing articles)			
		Failure to have all the service aids required while on duty.			
		Failing to present an acceptable image or an upright position, or deal with any person in a respectful manner. (this implies that security officers shall not sit when they should be standing and shall not lounge about, smoke, eat, drink, read or occupy themselves with any distracting activity while attending to any person in the performance of their duties.)			
		Performing any action, the effect of which could lead to possible criminal prosecution			

5.4. Service levels/duties of service provider

5.4.1. In addition to the above-mentioned service standards (Table 5), the Service Provider shall at all-time render a service that enhance and maintain at minimum the corporate image of the WCG and is in line with the departmental values and ethos.

5.5. Public liability insurance

5.5.1. The Service Provider shall obtain sufficient public liability insurance at its own cost commensurate with the risks associated with rendering the Services.

5.5.2. The Service Provider warrants that it will maintain an insurance policy cover for the duration of this contract.

5.5.3. The Service Provider shall, at the commencement of this contract and thereafter on a quarterly basis, submit to the Department, proof of the validity and continuance of its insurance policy.

5.5.4. Any non-compliance or the failure to make regular payments of premiums, resulting in the cancellation or suspension of the insurance policy, will constitute a material

breach of this Agreement and any damage and/or loss suffered by the Department as a result thereof shall be borne by the Service Provider.

5.6. Independent contractor

5.6.1. The Service Provider is appointed as an independent contractor, and not as an employee, and at all relevant times during the currency of this contract no employer/employee relationship shall exist between the parties. The WCG shall not be liable for any injury, loss or damage directly or indirectly incurred by the Service Provider, as an independent contractor, arising out of or in connection with the Services rendered by the Service Provider in accordance with this contract.

5.7. Confidential information

5.7.1. The Service Provider shall not, during the duration of this contract, or at any time thereafter, utilise or cause to be utilised, and/or directly or indirectly publish or cause to be published or otherwise disclose or cause to be disclosed to any third party, any of the Confidential Information of the Department, government in any other sphere, or any government institution or organ of state.

5.7.2. For purposes of this clause "Confidential Information" shall mean

5.7.2.1. any information disclosed, revealed or exchanged and which pertains to, but is not limited to, all intellectual property rights, all trade secrets, all agreements (whether in writing or not) which exists at the time of revealing the content thereof to the Service Provider, the content of all possible future agreements which may be entered into with any other party, all knowledge obtained by way of research and development, irrespective of whether the aforementioned information that is revealed is applicable to technical, operational or financial aspects of the WCG, government in any other sphere, or any government institution or organ of state;

5.7.2.2. any information of whatever nature, which has been or may be obtained by the Service Provider, whether in writing or in electronic form or pursuant to discussions between the parties, or which can be obtained by examination, testing, visual inspection or analysis, including, without limitation, scientific, business or financial data or information, know-how, formulae, processes, designs, sketches, photographs, plans, drawings, specifications, sample reports, models, studies, findings, computer software, inventions or ideas;

5.7.2.3. analyses, concepts, compilations, studies and other material prepared by or in possession or control of the Service Provider which contain or otherwise reflect or are generated from any such information as is specified in this definition;

5.7.2.4. all information which a third party has in terms of any agreement made available to the Department and which has become known to the Service Provider in the course of rendering the Services; and

5.7.2.5. Any or all information related to the residents, staff, visitors, sub-contractors, volunteers, vehicles, assets, security measures or building layouts, emergency procedures, policies to any third party not authorized by the contractor is prohibited.

5.7.2.6. Any dispute between the Parties resulting from this contract.

5.7.3. The Service Provider shall

5.7.3.1. Use the Confidential Information only for the purpose of Providing the Service; Confidentiality declaration will be expected from each security staff member.

5.7.3.2. Treat and safeguard the Confidential Information as private and confidential; and

5.7.3.3. Ensure proper and secure storage of all Confidential Information.

5.7.3.4. All security staff members will be expected to alert management of the facility and declare any conflicts of interest that may arise.

5.7.3.5. Must testify in any disciplinary and or criminal matter as required.

5.7.4. Any documents or records (including written instructions, notes or memoranda) relating to the service which are to be provided to the Service Provider or which come into the Service Provider's possession during the duration of this contract, are deemed to be the property of the WCG and shall be surrendered to the WCG on demand, and in the event of the expiry or termination of this contract, the Service Provider will not retain any copies thereof or extracts therefrom without obtaining the prior written permission of the WCG.

5.7.5. As part of their duties, the security guards furnished under this agreement will have access to areas which are restricted to the specific areas of responsibilities e.g. employees, visitors, other service providers and patients. It is required of the Service Provider to ensure that its guards comply with all regulations, policies and procedures and governing the set areas.

5.8. Warranty

5.8.1. The Service Provider warrants to the WCG that it will provide the service in accordance with this contract and will at its own cost remedy any failures or unsatisfactory performance.

5.8.2. This warranty may not be delegated or transferred without prior written consent from the WCG.

5.9. Penalties

5.9.1. Where the Service Provider fails to render the Services in terms of this contract, penalties for the failure will be payable to WCG.

5.9.2. Penalties levied against the Service Provider shall be determined with reference to the total monthly price for the applicable site as set out in Table 5.

- 5.9.3. Where the service provider fails to provide the Service in terms of the contract, service penalties for said failure will be calculated per the total monthly price for the applicable site.
- 5.9.4. The service provided in terms of the contracts will be evaluated and any contraventions of the contract conditions and /or loss of WCG property due to proven negligence will be collated on a monthly basis.
- 5.9.5. Penalties will be payable by the Service Provider for every incident and or provision of the contract which the Service Provider fails to honour, as well as by any posted security officer who contravenes the contract conditions/and or loss of WCG property due to proven negligence.
- 5.9.6. The Service Provider must note that penalties will also be instituted in respect of contraventions/non-compliance of the conditions of contract, in the following instances:
 - 5.9.6.1. **1% (of the total contract price for the specific site) per incident of actual non-compliance identified.**
 - 5.9.6.2. The institution of three (3) penalties against a specific service provider will be used as a benchmark after which written warnings will be issued to the service provider:
 - 5.9.6.3. Warning 1 in addition to pro-rata low service penalties depending on the transgression
 - 5.9.6.4. Warning 2 in addition to pro-rata low service penalties depending on the transgression
 - 5.9.6.5. Warning 3 in addition to pro-rata low service penalties depending on the transgression.
- 5.9.7. Should there be further transgressions after three (3) warnings, the process of cancelling of a contract with the Service Provider will be commenced under the guidance of the Department of the Premier, Legal Services.
- 5.9.8. In instances where the severity of the penalty or transgression leads to extensive loss of government assets or fatalities, the process to of cancelling the contract with the service provider will be commenced under the guidance of the Department of the Premier, Legal Services. In such instances warnings may not apply and immediate cancellation of the contract will be explored.

5.10. Private security service providers service levels standards

The Service Provider shall –

- 5.10.1. dedicate a contract manager to ensure the effective management of the Services rendered to the Department. The contract manager shall act as a liaison between the Department and the Service Provider.
- 5.10.2. ensure that all security officers exercise the highest possible standards of conduct in performing their duties in accordance with the contract.
- 5.10.3. provide the Department with its operating procedures and processes relating to the Services at the premises.
- 5.10.4. be responsible for the overall management and supervision of the security officers.
- 5.10.5. ensure that a site manager is appointed to visit the premises at least 3 (three) times during every 12-hour shift;
- 5.10.6. Ensure that the correct number of Security Officers on site and ready to perform their duties least fifteen (15) minutes before a shift commences
- 5.10.7. Ensure that no self-posting takes place, the transgression of which will be dealt with in terms of “Compliance Management” as stipulated under the Security Service standards above.
- 5.10.8. ensure that security officers do not report for duty or enter a building in the Site if they are not registered with PSIRA, or if their registration is withdrawn or suspended by PSIRA, or if they do not display both their PSIRA and the Service Provider’s corporate photo identification badges.
- 5.10.9. Provide the Department with certified copies of the following documents for each of its finance, administration, human resources personnel and security officers within 1 month of commencement of the contract.
 - 5.10.9.1. ID documents.
 - 5.10.9.2. South African Police Services record check.
 - 5.10.9.3. PSIRA certificates ;
 - 5.10.9.4. Any qualification as specified in the bid document.
- 5.10.10. Inform the Department immediately in writing if any Security Officer is found guilty of improper conduct as contemplated in the code of conduct for security providers.
- 5.10.11. Ensure that all security officers are dressed in accordance with its corporate uniform and dress standards, namely a jacket, shirt, pants, tie, name tag and appropriate shoes.
- 5.10.12. Ensure that all security officers are equipped with the necessary service aids.
- 5.10.13. Exercise reasonable skill, care and diligence in the rendering of the Services and the performance of its obligations to the Department.

- 5.10.14. ensure that all necessary equipment, services or material as required are kept in the condition as required by law, regulations and procedures and readily available for the Department to inspect and test without prior notice.
- 5.10.15. in the provision of the Services, have due regard to the operational requirements of the Department and other parties occupying or operating from the premises and shall not do, or permit to be done, anything which may negatively impact on such parties' operational requirements.
- 5.10.16. ensure that the security officers shall at all times comply fully with any safety, fire, emergency and security procedures and policies applicable at the premises.
- 5.10.17. ensure that the security officers who fail to comply with the procedures or policies contained herein are appropriately disciplined and, if required by the Department, replaced without delay and the Department shall be entitled to deny such person access to the relevant premises.
- 5.10.18. provide written reports on progress made in the rendering of the Services to the Department Security Manager at such intervals and in such format as may be determined by the Department and communicated to the Service Provider in writing.
- 5.10.19. in the event of an unusual occurrence, submit an incident report to the Department Security Manager within eight (8) hours of it occurring, along with the daily report form.
- 5.10.20. Submit weekly a printed hard copy of the data from an electronic patrol tracking system to the facility manager, if applicable.
- 5.10.21. Provide the department with the salary advice of guards deployed and proof of payment of such into the bank accounts of the respective guards, within 2 days of being requested such by the Department. The sample amount and frequency of the request will be determined by the department
- 5.10.22. all security officers intended to be used at the premises must comply with the following requirements
 - 5.10.22.1. Be a SA Citizen
 - 5.10.22.2. Possess a minimum PSIRA grade C qualification
 - 5.10.22.3. be able to work independently.
 - 5.10.22.4. be able to communicate in two of the three official languages of the Western Cape and be able to write in English.
 - 5.10.22.5. be physically fit.
 - 5.10.22.6. be assertive enough to enforce security measures as required.
 - 5.10.22.7. be trained in professional conduct, including difficult and conflict situations.
 - 5.10.22.8. be presentable, clean, neat and portray a professional image at all times whilst conducting their duties in a professional manner.
 - 5.10.22.9. comply with the corporate uniform and dress standards by wearing a jacket, shirt, pants, tie, name tag and appropriate shoes.
 - 5.10.22.10. be alert, vigilant and professional in their approach, bearing and actions and the following deviations will be regarded as extremely serious and may be regarded as

sufficient reason to request the Service Provider to remove the security officers permanently from the premises –

- absence from the premises without proper notification;
- accepting any gifts or bribes while on duty;
- conduct unbecoming of a security officer;
- drinking intoxicating liquor or using intoxicating substances while on duty or reporting for duty in an intoxicated condition;
- enabling any person to secure stolen property from the premises;
- false reporting;
- negligent in the application of their responsibilities;
- sleeping on duty or neglecting their duty;
- using a weapon improperly;
- unnecessarily harsh or violent conduct or using profane language while performing their duties in accordance with this contract;
- wilful disobedience of instructions, orders of a superior or a reasonable request by the Department;
- failing to report any security incident or safety hazard either observed by the security officers or brought to their attention by another person;
- failing to wear the prescribed clothing or identification when on duty;
- failure to have all the service aids required while on duty as;
- failing to present an acceptable image or an upright position, or deal with any person in a respectful manner. This implies that Security Officers shall not sit when they should be standing and shall not lounge about, smoke, eat, drink, read or occupy themselves with any distracting activity while attending to any person in the performance of their duties;

5.10.23. Shall prepare and maintain a continuous service improvement plan for all Services supplied to the Department on a monthly basis. This shall include, but not be limited to –

- Opportunities to reduce risk to the Services;
- Opportunities to reduce the cost of Services to the Department;
- Opportunities to improve service performance;
- Opportunities to increase service availability;
- Opportunities to motivate and reward good performance;
- Updates on existing improvement projects;
- Metrics on recently implemented improvement projects.

5.10.24. Ensure that the specified number of security officers are always deployed at the premises for the duration of the contracted shift periods. At no point may a registered post be vacant;

5.10.25. Shall publish a service handbook that includes

- Site induction and orientation;
- Contact details for the Service Provider and the Department;
- Details of the equipment and services provided;
- Details of the support provided;
- Details of complaints logging procedures for all services;
- Roles and responsibilities;
- Details of the escalation procedure;
- The service handbook shall be updated following any major change or annually, when applicable, if no such changes have taken place.

5.10.26. monitoring, reporting and inspections

- Shall complete and submit a daily report form to facility manager upon completion of each daily shift.
- Shall provide a written monthly report to the Department Security Manager which provides the information required by the Department to assess the quality of the services provided and to determine the payment due for the services. As a minimum the monthly report shall include the following –
 - an overview of the key points from the monthly report;
 - details of performance as compared with the Agreement;
 - explanation of the reasons for any failure to achieve target performance levels, together with a description of any steps being taken to avoid any problems recurring;
 - a summary of incidents in the reporting period, broken down by priority and type, and identifying any trends and preventative actions being taken;
 - a summary of capacity, fault, performance and any other relevant trends, together with recommendations as to any necessary actions to maintain or improve service levels;
 - details of any proposed plans for planned enhancements or maintenance and the way in which any consequent service disruption will be minimised;
 - the Service Provider shall be proactive in reporting any matters, which it may become aware of which may impact on the security of the premises. Without detracting from the generality of this statement, the Service Provider shall:
 - without delay inform the Department of all incidents or accidents which may occur on the premises, which involve the Service Provider's personnel;

- Co-operate fully with the Department in analysing and investigating such incidents or accidents.
 - Any and all reports prepared during the term of the contract shall become the property of the Department;
- 5.10.27. Ensure that security officers do not perform more than 12 (twelve) hours of work per day and accordingly may not work double shifts. Security officer may not work more than 10 (ten) hours overtime per week (5 days);
- 5.10.28. Shall exercise every precaution to ensure that all government equipment and property entrusted to its care is secure and the possibility of loss, unauthorised use and damage is minimised;
- 5.10.29. Excepting fair wear and tear, the Service Provider shall be responsible for any loss or damage to government equipment and property in its possession at all times. The Service Provider undertakes to replace such items in the event that equipment or property in its possession is damaged, destroyed, lost or stolen, irrespective of the cause of the damage, destruction or loss;
- 5.10.30. The Department in consultation with the Service Provider shall determine the replacement cost of government equipment and property, which has been lost, stolen or damaged whilst in the care of the Service Provider, and to set off such costs from any payment due by the Department to the Service Provider;
- 5.10.31. Shall immediately return to the facility manager any item of government property found or recovered by the Service Provider's staff in the course of their duties.

6. WCBD 3.2: PRICING SCHEDULE: PRIVATE SECURITY SERVICES AT DSD OWN RESIDENTIAL CARE CENTRES (SECURE CARE, PERSONS WITH PROFOUND DISABILITIES AND SUBSTANCE TREATMENT)

NAME OF BIDDER:		BID NO.:	SD 3 / 2025-2026
CLOSING TIME:	11:00	CLOSING DATE:	17 NOVEMBER 2025
VALIDITY PERIOD:	90 Days		

APPOINTMENT OF A SERVICE PROVIDERS FOR THE RENDERING OF PRIVATE SECURITY SERVICES FOR THE DSD OWN RESIDENTIAL CARE CENTRES (SECURE CARE, PERSONS WITH PROFOUND DISABILITIES AND SUBSTANCE TREATMENT) AS LISTED IN THE ATTACHED (WCBD 3.2) FOR A PERIOD OF 36 MONTHS.

Rendering of private security services at the following DSD own residential care centres (secure care, persons with profound disabilities and substance treatment).

NB:

- i. The price must **include all the specification requirements**.
- ii. Unit prices offered must be inclusive of VAT.
- iii. For calculating the total price, the monthly price must be multiplied by 12 months to calculate a year. The yearly amount must be multiplied by the duration of the contract, 36 months to calculate the total cost. All total costs must be added to determine the total bid price.
- iv. All the total prices will be added to constitute the final bid price for comparative purposes.
- v. It is compulsory that bidders fully and duly complete the Excel spreadsheets (WCBD 3.2 – Pricing Schedules) that are provided and failure to do so will result in the disqualification of offer.
- vi. The spreadsheet is a protected spreadsheet and bidders must not develop their own spreadsheet.
- vii. Only the cells and columns highlighted in yellow must be completed by the bidder.
- viii. The Excel Spreadsheet must be downloaded through the link provided below.
- ix. The completed Excel spreadsheet must be printed, signed and submitted with the bid document.
- x. The electronic version of the pricing schedule must be submitted on USB memory drive together with the bid document.

[SD03 25-26 Pricing Schedule.xlsx](https://tinyurl.com/SD03-2025-2026)
<https://tinyurl.com/SD03-2025-2026>

BID NO :	SD 03 / 2025-2026	-	
BIDDER NAME :		Validity :	90 Days
CLOSING DATE :	Monday, November 17, 2025	CLOSING TIME :	11:00

APPOINTMENT OF SERVICE PROVIDER TO RENDER PRIVATE SECURITY SERVICES FOR DEPARTMENT OF SOCIAL DEVELOPMENT'S OWN CARE CENTRES

TOWN	FACILITIES	REQUIRED	GRADE OF GUARDS	MALE / FEMALE GUARD RATION	SHIFT	WORKING HOURS	EQUIPMENT REQUIREMENTS TO BE INCLUDED	NUMBER OF GUARDS PER SHIFT	YEAR 1 PRICE PER MONTH	PRICE PER YEAR	TOTAL AMOUNT (36 MONTHS)
Clanwilliam	Clanwilliam CYCC	Control Room Officer	B	N/A	Day	06h00 - 18h00 12 hours 7 days per week Monday - Sunday including Public Holidays	a) Two way Radios	2			
					Night	18h00 - 06h00 12 hours 7 days per week Monday - Sunday including Public Holidays	a) Two way Radios	2			
		Supervisor	B	N/A	Day	06h00 - 18h00 12 hours 7 days per week Monday - Sunday including Public Holidays	a) Two way Radios	1			
		Security Guards	C	70% Male Security Officers 30% Female Security Officers	Day	06h00 - 18h00 12 hours 7 days per week Monday - Sunday including Public Holidays	a) Hand Held Metal Detector b) Two way Radios	10			
					Night	18h00 - 06h00 12 hours 7 days per week Monday - Sunday including Public Holidays	a) Hand Held Metal Detector b) Two way Radios	10			
Eerste River	Horizon CYCC	Control Room Officer	B	N/A	Day	06h00 - 18h00 12 hours 7 days per week Monday - Sunday including Public Holidays	a) Two way Radios	2			

		Security Guards	C	70% Male Security Officers 30% Female Security Officers	Night	18h00 - 06h00 12 hours 7 days per week Monday - Sunday including Public Holidays	a) Two way Radios	2			
					Day	06h00 - 18h00 12 hours 7 days per week Monday - Sunday including Public Holidays	a) Hand Held Metal Detector b) Two way Radios	15			
					Night	18h00 - 06h00 12 hours 7 days per week Monday - Sunday including Public Holidays	a) Hand Held Metal Detector b) Two way Radios	15			
Elsies River	House Vredelus	Control Room Officer	B	N/A	Day	06h00 - 18h00 12 hours 7 days per week Monday - Sunday including Public Holidays	a) Two way Radios	2			
					Night	18h00 - 06h00 12 hours 7 days per week Monday - Sunday including Public Holidays	a) Two way Radios	2			
		Security Guards	C	70% Male Security Officers 30% Female Security Officers	Day	06h00 - 18h00 12 hours 7 days per week Monday - Sunday including Public Holidays	a) Hand Held Metal Detector b) Two way Radios	10			
					Night	18h00 - 06h00 12 hours 7 days per week Monday - Sunday including Public Holidays	a) Hand Held Metal Detector b) Two way Radios	10			
George	House Outenikwa	Control Room Officer	B	N/A	Day	06h00 - 18h00 12 hours 7 days per week Monday - Sunday including Public Holidays	a) Two way Radios	2			
					Night	18h00 - 06h00 12 hours 7 days per week Monday - Sunday including Public Holidays	a) Two way Radios	2			

		Supervisor	B	N/A	Day	06h00 - 18h00 12 hours 7 days per week Monday - Sunday including Public Holidays	a) Two way Radios	1			
		Security Guards	C	70% Male Security Officers 30% Female Security Officers	Day	06h00 - 18h00 12 hours 7 days per week Monday - Sunday including Public Holidays	a) Hand Held Metal Detector b) Two way Radios	10			
					Night	18h00 - 06h00 12 hours 7 days per week Monday - Sunday including Public Holidays	a) Hand Held Metal Detector b) Two way Radios	10			
Kensington	Kensington Treatment Centre	Control Room Officer	B	N/A	Day	06h00 - 18h00 12 hours 7 days per week Monday - Sunday including Public Holidays	a) Two way Radios	2			
					Night	18h00 - 06h00 12 hours 7 days per week Monday - Sunday including Public Holidays	a) Two way Radios	2			
		Security Guards	C	70% Male Security Officers 30% Female Security Officers	Day	06h00 - 18h00 12 hours 7 days per week Monday - Sunday including Public Holidays	a) Hand Held Metal Detector b) Two way Radios	4			
					Night	18h00 - 06h00 12 hours 7 days per week Monday - Sunday including Public Holidays	a) Hand Held Metal Detector b) Two way Radios	4			
Kraaifontein	Bonnytown	Control Room Officer	B	N/A	Day	06h00 - 18h00 12 hours 7 days per week Monday - Sunday including Public Holidays	a) Two way Radios	2			
					Night	18h00 - 06h00 12 hours 7 days per week Monday - Sunday including Public Holidays	a) Two way Radios	2			

		Security Guards	C	70% Male Security Officers 30% Female Security Officers	Day	06h00 - 18h00 12 hours 7 days per week Monday - Sunday including Public Holidays	a) Hand Held Metal Detector b) Two way Radios	12		
					Night	18h00 - 06h00 12 hours 7 days per week Monday - Sunday including Public Holidays	a) Hand Held Metal Detector b) Two way Radios	12		
Kraaifontein	Kraaifontein ROAR	Control Room Officer	B	N/A	Day	06h00 - 18h00 12 hours 7 days per week Monday - Sunday including Public Holidays	a) Two way Radios	2		
					Night	18h00 - 06h00 12 hours 7 days per week Monday - Sunday including Public Holidays	a) Two way Radios	2		
		Security Guards	C	50% Male Security Officers 50% Female Security Officers	Day	06h00 - 18h00 12 hours 7 days per week Monday - Sunday including Public Holidays	a) Hand Held Metal Detector b) Two way Radios	14		
					Night	18h00 - 06h00 12 hours 7 days per week Monday - Sunday including Public Holidays	a) Hand Held Metal Detector b) Two way Radios	14		
Stellenbosch	Lindelani	Control Room Officer	B	N/A	Day	06h00 - 18h00 12 hours 7 days per week Monday - Sunday including Public Holidays	a) Two way Radios	2		
					Night	18h00 - 06h00 12 hours 7 days per week Monday - Sunday including Public Holidays	a) Two way Radios	2		
		Security Guards	C	50% Male Security Officers 50% Female	Day	06h00 - 18h00 12 hours 7 days per week Monday - Sunday including Public Holidays	a) Hand Held Metal Detector b) Two way Radios	10		

				Security Officers	Night	18h00 - 06h00 12 hours 7 days per week Monday - Sunday including Public Holidays	a) Hand Held Metal Detector b) Two way Radios	10			
Stikland	Sivuyile Facility	Control Room Officer	B	N/A	Day	06h00 - 18h00 12 hours 7 days per week Monday - Sunday including Public Holidays	a) Two way Radios	2			
					Night	18h00 - 06h00 12 hours 7 days per week Monday - Sunday including Public Holidays	a) Two way Radios	2			
		Security Guards	C	50% Male Security Officers 50% Female Security Officers	Day	06h00 - 18h00 12 hours 7 days per week Monday - Sunday including Public Holidays	a) Hand Held Metal Detector b) Two way Radios	2			
					Night	18h00 - 06h00 12 hours 7 days per week Monday - Sunday including Public Holidays	a) Hand Held Metal Detector b) Two way Radios	2			
Various	All Facilities	Shared Manager	A	N/A	Day	06h00 - 18h00 12 hours 7 days per week Monday - Sunday including Public Holidays	a) Two way Radios	1			
Various	a) Lindelani b) Kraaifontein ROAR c) Bonnytown	Supervisor (one supervisor for all 3 facilities)	B	N/A	Day	06h00 - 18h00 12 hours 7 days per week Monday - Sunday including Public Holidays	a) Two way Radios	1			
Various	a) Horizon CYCC b) Sivuyile c) Vredelus d) Kensington	Supervisor (one supervisor for all 4 facilities)	B	N/A	Day	06h00 - 18h00 12 hours 7 days per week Monday - Sunday including Public Holidays	a) Two way Radios	1			
TOTAL PRICE											
TOTAL BID PRICE (SUM OF ALL 3 YEARLY TOTALS)											

PRICE ADJUSTMENTS

CATEGORY A: NON-FIRM PRICES SUBJECT TO ESCALATION

1. in cases of period contracts, non-firm prices will be adjusted (loaded) with the assessed contract price adjustments implicit in non-firm prices when calculating the comparative prices.
2. in this category price escalations will only be considered in terms of the following formula:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V)Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2... = Each factor of the bid price eg. labour, transport, clothing, footwear, etc.
The total of the various factors D1, D2...etc. must add up to 100%.
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. **COMPULSORY SECTION TO COMPLETE:**

FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 ETC. EG. LABOUR, TRANSPORT, ETC.)	INDEX	INDEX DATE	PRICE/ NUMBER/ FACTOR	% OF BID PRICE
LABOUR	In terms of section 51(1) of the Basic Conditions of Employment Act, No. 75 of 1997: No R. 1250: Basic Conditions of Employment Act: Sectoral Determination 6: Private Security Sector	February 2025	In terms of section 3.1 of the Basic Conditions of Employment Act, No. 75 of 1997	%
FIXED FACTOR (VPt)	N.A. A minimum of 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations	n/a	n/a	15 %
SUM (ALL FACTORS MUST ADD UP TO 100%)				%

7. ANNEXURE B SRM SERVICE STANDARDS – ALL SECURITY SERVICE CATEGORIES

Major Service	Service Area	Performance Standards
All Security Service Providers Responsibility	Compliance Management	No unauthorized staff, contractors or visitors found on the site. Only authorized staff members, visitors, contractors allowed to have access to the building.
All Security Service Providers Responsibility	Compliance Management	No unauthorized and non-escorted delivery vehicles on premises. Only authorized staff, delivery vehicles and contractors admitted into the building and allowed in the parking facilities.
All Security Service Providers Responsibility	Compliance Management	Exclude any person attempting to enter without a valid credential or reason
All Security Service Providers Responsibility	Compliance Management	No removal of Western Cape Government's property and / or staff property without proper authorization.
All Security Service Providers Responsibility	Compliance Management	Only authorized staff, delivery vehicles and contractors admitted into the building and allowed in the parking facilities.
All Security Service Providers Responsibility	Compliance Management	All incidents to be reported within 5 minutes to Control Room
All Security Service Providers Responsibility	Compliance Management	All incidents to be reported to the applicable security manager, in writing within 7 hours after each incident.
All Security Service Providers Responsibility	Compliance Management	Ensure sufficient relievers are available to ensure an uninterrupted service at all times
All Security Service Providers Responsibility	Compliance Management	Ensure that site supervisor visits all the premises a minimum of three times per shift.
All Security Service Providers Responsibility	Compliance Management	Ensure that no self-posting takes place.
All Security Service Providers Responsibility	Compliance Management	Ensure that the correct number of Security Officers on site and ready to perform their duties least fifteen (15) minutes before a shift commences.
All Security Service Providers Responsibility	Compliance Management	Ensure that no posts are left unattended and / or that security officers do not leave a post vacant at the conclusion of their shifts, until such a time that they are relieved.
All Security Service Providers Responsibility	Compliance Management	Ensure that security officers do not report for duty or enter a building in the Site if they are not registered with PSIRA, or if their registration is withdrawn or suspended by PSIRA, or if they do not display either their PSIRA and/or the Service Provider's corporate photo identification badges

Major Service	Service Area	Performance Standards
All Security Service Providers Responsibility	Compliance Management	Inform the Department immediately in writing if any Security Officer is found guilty of improper conduct as contemplated in the code of conduct for security providers
All Security Service Providers Responsibility	Compliance Management	Ensure that all security officers are dressed in accordance with the service provider's corporate uniform and dress standards, which should include the prohibition of extravagant jewellery and accessories.
All Security Service Providers Responsibility	Compliance Management	Ensure that all security officers are equipped with the necessary service aids, i.e. riot gear, handheld metal scanners, handcuffs, pocket book, pen, torch and communication device.
All Security Service Providers Responsibility	Compliance Management	Ensure that all necessary equipment, services, or material as required are kept in the condition as required by law, regulations and procedures and readily available for the Department to inspect and test without prior notice
All Security Service Providers Responsibility	Compliance Management	In the provision of the Services, have due regard to the operational requirements of the parties occupying or operating from the premises and security officers shall not do, or permit to be done, anything which may negatively impact on such parties' operational requirements
All Security Service Providers Responsibility	Compliance Management	Ensure that the security officers shall always comply fully with any safety, fire, emergency and security procedures and policies applicable at the premises
All Security Service Providers Responsibility	Compliance Management	Ensure that the security officers who fail to comply with the procedures or policies contained herein are appropriately disciplined and, if required by the Department, replaced without delay and the Department shall be entitled to deny such person access to the relevant premises
All Security Service Providers Responsibility	Compliance Management	Ensure that the specified number of security officers are always deployed at the premises for the duration of the contracted shift periods. At no time may a registered post be vacant.
All Security Service Providers Responsibility	Compliance Management	Ensure that security officers do not perform more than 12 (twelve) hours of work per day and accordingly may not work double shifts.
All Security Service Providers Responsibility	Compliance Management	The service provider must ensure patrolling of the WCG buildings, site, parking area or site perimeter is performed in accordance with the prescripts outlined in the site specific standard operating procedure (SOP) or where the SOP does not provide prescripts in relation to patrols, the service provider must ensure the WCG building, Site, parking area or perimeter is patrolled at least once every 30 minutes.
All Security Service Providers Responsibility	Compliance Management	At WCG sites where electronic patrol management equipment is installed, the service provider is required to submit reports of badging at these electronic points on a weekly basis to the appointed WCG Security Operational Manager/Facility Manager.

Major Service	Service Area	Performance Standards
All Security Service Providers Responsibility	Compliance Management	Submit shift deployment sheet to the duly authorized DSD official contract manager within one (1) hour of commencement of duty.
All Security Service Providers Responsibility	Compliance Management	Complete and submit a monthly operational report to the applicable department security manager.
All Security Service Providers Responsibility	Compliance Management	Attend operational meetings as scheduled by the Department
All Security Service Providers Responsibility	Compliance Management	Possess a minimum PSiRA grade C qualification
All Security Service Providers Responsibility	Compliance Management	Be a SA Citizen
All Security Service Providers Responsibility	Compliance Management	Be able to work independently
All Security Service Providers Responsibility	Compliance Management	Be able to communicate in two of the three official languages of the Western Cape and be able to read and write in English.
All Security Service Providers Responsibility	Compliance Management	Be physically fit
All Security Service Providers Responsibility	Compliance Management	Be assertive enough to enforce security measures as required
All Security Service Providers Responsibility	Compliance Management	Be trained in professional conduct, including difficult and conflict situations. This includes training in operating a fire detection services like fire panel and fire equipment,
All Security Service Providers Responsibility	Compliance Management	Be presentable, clean, and neat and portray a professional image at all times whilst conducting their duties in a professional manner
All Security Service Providers Responsibility	Compliance Management	Be alert, vigilant and professional in their approach and actions.
All Security Service Providers Responsibility	Compliance Management	Guard against the unnecessary use of personal communication devices and / or reading material which will distract the security officer from performing in accordance with the agreement
All Security Service Providers Responsibility	Compliance Management	To ensure that all services are conducted in compliance with relevant legislation

Major Service	Service Area	Performance Standards
All Security Service Providers Responsibility	Compliance Management	To ensure all security officers posted are properly trained to perform the security function and were properly inducted
All Security Service Providers Responsibility	Compliance Management	Ensure all security officers posted are computer literate to operate computer equipment, electronic devices and fire detection and evacuation systems
CCTV Control room and Physical Control Room Operators	Compliance Management	Ensure that a supervisor (Own or Client) is available in the Control Room during all high profile and adverse events
CCTV Control room and Physical Control Room Operators	Compliance Management	Ensure 24-hour monitoring of all WCG sites, as stipulated in work order.
CCTV Control room and Physical Control Room Operators	Compliance Management	Ensure that all posted Control Room staff have a minimum PSIRA Grade B registration
CCTV Control room and Physical Control Room Operators	Compliance Management	Ensure that all posted Control Room officers are trained and qualified as Control Room operators
CCTV Control room and Physical Control Room Operators	Compliance Management	Ensure that all alarms and adverse events at WCG premises are responded to by Control Room Operator(s) within 5 minutes of activation. This includes normal building, panic, fire and emergency alarms.
CCTV Control room and Physical Control Room Operators	Compliance Management	Ensure that Control Room is manned 24 hours, 7 days a week, 365 days a year
CCTV Control room and Physical Control Room Operators	Compliance Management	Ensure all WCG equipment and other property within the Control Room remains functional and in good working order.
CCTV Control room and Physical Control Room Operators	Compliance Management	Report all defects of WCG equipment and other property in the Control Room to the Deputy Director: Provincial Security Operations and Facility Manager
CCTV Control room and Physical Control Room Operators	Compliance Management	Ensure that weekly reports are submitted to the applicable Department Security Manager
CCTV Control room and Physical Control Room Operators	Compliance Management	Inform the Department immediately in writing if any Security Officer is found guilty of improper conduct as contemplated in the code of conduct for security providers
CCTV Control room and Physical Control Room Operators	Compliance Management	Attend meetings with the Department as requested
CCTV Control room and Physical Control Room Operators	Compliance Management	Complete and submit a monthly operational report to the applicable department security manager

Major Service	Service Area	Performance Standards
CCTV Control room and Physical Control Room Operators	Compliance Management	Ensure that controllers do not perform more than 12 (twelve) hours of work per day and accordingly may not work double shifts.
CCTV Control room and Physical Control Room Operators	Compliance Management	Ensure that controllers are able to communicate in two of the three official languages of the Western Cape and be able to read and write in English.
Special Tactical	Compliance Management	Ensure no firearms are unnecessarily exposed by the special tactical officer
Special Tactical	Compliance Management	Ensure records are kept for all patrols performed per shift
Special Tactical	Compliance Management	Submit electronic copy of each patrolling shift within 2 hours after each shift
Special Tactical	Compliance Management	Ensure all vehicles used for special tactical deployment are in working condition
Special Tactical	Compliance Management	Ensure the number of vehicles as specified for special tactical deployment are always available per shift
Special Tactical	Compliance Management	Ensure the drivers of the special tactical vehicle are duly registered with PSIRA, suitably trained to carry a firearm
Special Tactical	Compliance Management	Ensure that all firearms are issued as per applicable legislation
Special events	Compliance Management	Ensure the security officers posted to perform a special tactical service are duly registered with and trained in the special event they are being used
Special events	Compliance Management	Ensure all stewards used for a special event have been exempted by the Minister of Police from the registration requirement as per section 20(5) of the PSIR Act

In addition to the penalty, the following deviations will be regarded as extremely serious and may be regarded as sufficient reason to request the Service Provider to remove the transgressing security officer(s), drivers of any vehicle, permanently from the premises and duty to any security service for the WCG.

Metric: Inspection of daily posting sheet / As reported by WCG staff member / As reported by any other person / As observed in person / As reported by Control Room Operators

Penalty: 1% (of the total contract price) per incident of actual non-compliance identified.

Major Service	Service Area	Performance Standards
Service Provider's Responsibility	Compliance Management	No absence from the premises without proper notification;
Service Provider's Responsibility	Compliance Management	Not accepting any gifts or bribes;
Service Provider's Responsibility	Compliance Management	No inappropriate or illegal use of equipment issued or being used by the security officer.
Service Provider's Responsibility	Compliance Management	No drinking intoxicating liquor or using intoxicating substances while on duty. No reporting for duty in an intoxicated condition.

Major Service	Service Area	Performance Standards
Service Provider's Responsibility	Compliance Management	Do not enable any person to remove any property which were not duly authorized to be removed from the premises;
Service Provider's Responsibility	Compliance Management	No False or incomplete reporting in for example the Occurrence book or Control Room
Service Provider's Responsibility	Compliance Management	Must not be negligent in the application of their responsibilities;
Service Provider's Responsibility	Compliance Management	Must not sleep on duty;
Service Provider's Responsibility	Compliance Management	No harassment (example sexual, or verbal, etc.) towards other security officials, WCG staff and / or members of the public.
Service Provider's Responsibility	Compliance Management	No unnecessarily harsh or violent conduct or using profane language while performing their duties in accordance with this Agreement;
Service Provider's Responsibility	Compliance Management	Not wilfully disobey instructions, orders of a superior or a reasonable request by the Department;
Service Provider's Responsibility	Compliance Management	Must report any security incident or safety hazard either observed by the security officers or brought to their attention by another person;
Service Provider's Responsibility	Compliance Management	Must wear the prescribed clothing or identification when on duty;
Service Provider's Responsibility	Compliance Management	Must have all the service aids required while on duty.
Service Provider's Responsibility	Compliance Management	Must not perform any action, the effect of which could lead to possible criminal prosecution
Service Provider's Responsibility	Compliance Management	Must not present an unacceptable image, be inattentive, be unprofessional, or deal with any person in a disrespectful manner. (This implies that Security Officers shall not sit when they should be standing and shall not lounge about, smoke, eat, drink, read or occupy themselves with any distracting activity while attending to any person in the performance of their duties.)

8. ANNEXURE A: EXPERIENCE REQUIREMENTS

Do you have 5 or more years' experience in high-risk security environments:

YES

NO

Please complete the below table and submit with all other required bid documentation.

EXPERIENCE

	Scope of Contract	Specify the type of Security Services rendered	Location of Contract	Contract period	Value of Contract	Contact name of person linked to contract	Contact details of person linked to contract
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							



PROVINCIAL GOVERNMENT WESTERN CAPE

DECLARATION OF INTERESTS, BIDDERS PAST SCM PRACTICES AND INDEPENDENT BID DETERMINATION

1. To give effect to the requirements of the Western Cape Provincial Treasury Instructions, 2019: Supply Chain Management (Goods and Services), Public Finance Management Act (PFMA) Supply Chain Management (SCM) Instruction No. 3 of 2021/2022 - SBD 4 Declaration of Interest, Section 4 (1)(b)(iii) of the Competition Act No. 89 of 1998 as amended together with its associated regulations, the Prevention and Combating of Corrupt Activities Act No 12 of 2004 and regulations pertaining to the tender defaulters register, Paragraph 16A9 of the National Treasury Regulations and/or any other applicable legislation.
2. Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.
3. All prospective bidders intending to do business with the Institution must be registered on the Central Supplier Database (CSD) and the Western Cape Supplier Evidence Bank (WCSEB) if they wish to do business with the Western Cape Government (WCG) via the electronic Procurement Solution (ePS).
4. The status of enterprises and persons listed on the National Treasury's Register for Tender Defaulters will be housed on the ePS. Institutions may not under any circumstances procure from enterprises and persons listed on the Database of Tender Defaulters.
5. The status of suppliers listed on the National Treasury's Database of Restricted Suppliers will be housed on the ePS; however, it remains incumbent on institutions to check the National Treasury Database of Restricted Suppliers before the conclusion of any procurement process. For suppliers listed as restricted, institutions must apply due diligence and risk assessment before deciding to proceed with procurement from any such supplier.

6. Definitions

"bid" means a bidder's response to an institution's invitation to participate in a procurement process which may include a bid, price quotation or proposal;

"Bid rigging (or collusive bidding)" occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and/or services through a bidding process. Bid rigging is, therefore, an agreement between competitors;

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

“business interest” means -

- (a) a right or entitlement to share in profits, revenue or assets of an entity;
- (b) a real or personal right in property;
- (c) a right to remuneration or any other private gain or benefit, or
- (d) includes any interest contemplated in paragraphs (a), (b) or (c) acquired through an intermediary and any potential interest in terms of any of those paragraphs;

“Consortium or Joint Venture” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

“Controlling interest” means, the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise;

“Corruption”- General offences of corruption are defined in the Combating of Corrupt Activities Act, 2004 (Act No 12 of 2004) as:

Any person who directly or indirectly -

- (a) accepts or agrees or offers to accept an! gratification from any other person, whether for the benefit of himself or herself or for the benefit of another person; or
- (b) gives or agrees or offers to give to any other person any gratification, whether for the benefit of that other person or for the benefit of another person., in order to act personally or by influencing another person so to act, in a manner—
 - (i) that amounts to the-
 - (aa) illegal. dishonest. unauthorised. incomplete. or biased: or
 - (bb) misuse or selling of information or material acquired in the course of the exercise, carrying out or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation:
 - (ii) that amounts to-
 - (aa) the abuse of a position of authority;
 - (bb) a breach of trust; or
 - (cc) the violation of a legal duty or a set of rules;
 - (iii) designed to achieve an unjustified result; or
 - (iv) that amounts to any other unauthorised or improper inducement to do or 45 not to do anything. of the, is guilty of the offence of corruption.

“CSD” means the Central Supplier Database maintained by National Treasury;

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

“employee”, in relation to –

- (a) a department, means a person contemplated in section 8 of the Public Service Act, 1994 but excludes a person appointed in terms of section 12A of that Act; and
- (b) a public entity, means a person employed by the public entity;

“entity” means any -

- (a) association of persons, whether or not incorporated or registered in terms of any law, including a company, corporation, trust, partnership, close corporation, joint venture or consortium; or
- (b) sole proprietorship;

“entity conducting business with the Institution” means an entity that contracts or applies or tenders for the sale, lease or supply of goods or services to the Province;

“Family member” means a person's -

- (a) spouse; or
- (b) child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption or some other legal arrangement (as the case may be);

“intermediary” means a person through whom an interest is acquired, and includes a representative or agent or any other person who has been granted authority to act on behalf of another person;

“Institution” means –

a provincial department or provincial public entity listed in Schedule 3C of the Act;

“Provincial Government Western Cape (PGWC)” means

- (a) the Institution of the Western Cape, and
- (b) a provincial public entity;

“RWOEE” means -

Remunerative Work Outside of the Employee's Employment

“spouse” means a person's -

- (a) partner in marriage or civil union according to legislation;
- (b) partner in a customary union according to indigenous law; or
- (c) partner with whom he or she cohabits and who is publicly acknowledged by the person as his or her life partner or permanent companion.

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

7. Regulation 13(c) of the Public Service Regulations (PSR) 2016, effective 1 February 2017, prohibits any employee from conducting business with an organ of state, or holding a directorship in a public or private company doing business with an organ of state unless the employee is a director (in an official capacity) of a company listed in schedules 2 and 3 of the Public Finance Management Act.
 - a) Therefore, by 31 January 2017 all employees who are conducting business with an organ of state should either have:
 - (i) resigned as an employee of the government institution or;
 - (ii) cease conducting business with an organ of state or;
 - (iii) resign as a director/shareholder/owner/member of an entity that conducts business with an organ of state.
8. Any legal person, or their family members, may make an offer or offers in terms of this invitation to bid. In view of potential conflict of interest, in the event that the resulting bid, or part thereof, be awarded to family members of persons employed by an organ of state, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where the bidder is employed by the Institution.
9. The bid of any bidder may be disregarded if that bidder or any of its directors abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; disclosure is found not to be true and complete; or failed to perform on any previous contract.
10. Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.
11. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorises accounting officers and accounting authorities to:
 - a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
12. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

13. In addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

SECTION A DETAILS OF THE ENTITY		
	CSD Registration Number	MAAA
	Name of the Entity	
	Entity registration Number (where applicable)	
	Entity Type	
	Tax Reference Number	

Full details of directors, shareholder, member, partner, trustee, sole proprietor or any persons having a controlling interest with a right or entitlement to share in profits, revenue or assets of the entity should be disclosed in the Table A below.

TABLE A

FULL NAME	DESIGNATION (Where a director is a shareholder, both should be confirmed)	IDENTITY NUMBER	PERSONAL TAX REFERENCE NO.	PERCENTAGE INTEREST IN THE ENTITY

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

SECTION B: DECLARATION OF THE BIDDER'S INTEREST

The supply chain management system of an institution must, irrespective of the procurement process followed, prohibit any award to an employee of the state, who either individually or as a director of a public or private company or a member of a close corporation, seek to conduct business with the WCG, unless such employee is in an official capacity a director of a company listed in Schedule 2 or 3 of the PFMA as prescribed by the Public Service Regulation 13(c).

Furthermore, an employee employed by an organ of state conducting remunerative work outside of the employee's employment should first obtain the necessary approval by the delegated authority (RWOEE), failure to submit proof of such authority, where applicable, may result in disciplinary action.

B1.	Are any persons listed in Table A identified on the CSD as employees of an organ of state? (If yes, refer to Public Service Circular EIM 1/2016 to exercise the listed actions)	NO	YES
B2.	Are any employees of the entity also employees of an organ of state? (If yes complete Table B and attach their approved "RWOEE")	NO	YES
B3.	Are any family members of the persons listed in Table A employees of an organ of state? (If yes complete Table B)	NO	YES

TABLE B

Details of persons (family members) connected to or employees of an organ of state should be disclosed in Table B below.

FULL NAME OF EMPLOYEE	IDENTITY NUMBER	DEPARTMENT/ ENTITY OF EMPLOYMENT	DESIGNATION/ RELATIONSHIP TO BIDDER**	INSTITUTION EMPLOYEE NO./ PERSAL NO. (Indicate if not known)

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

SECTION C: PERFORMANCE MANAGEMENT AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

To enable the prospective bidder to provide evidence of past and current performance.

C1.	Did the entity conduct business with an organ of state in the last twelve months? (If yes complete Table C)	NO	YES
------------	--	----	-----

C2. TABLE C

Complete the below table to the maximum of the last 5 contracts.

NAME OF CONTRACTOR	PROVINCIAL DEPARTMENT OR PROVINCIAL ENTITY	TYPE OF SERVICES OR COMMODITY	CONTRACT/ ORDER NUMBER	PERIOD OF CONTRACT	VALUE OF CONTRACT
C3. Is the entity or its principals listed on the National Database as companies or persons prohibited from doing business with the public sector?					NO YES
C4. Is the entity or its principals listed on the National Treasury Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)?					NO YES
(To access this Register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 326 5445.)					
C5. If yes to C3 or C4, were you informed in writing about the listing on the database of restricted suppliers or Register for Tender Defaulters by National Treasury?				NO	YES N/A
C6. Was the entity or persons listed in Table A convicted for fraud or corruption during the past five years in a court of law (including a court outside the Republic of South Africa)?					NO YES
C7. Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?					NO YES

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT

This form must be signed by a duly authorised representative of the entity in the presence of a commissioner of oaths.

I, hereby swear/affirm;

- i. that the information disclosed above is true and accurate;
- ii. that I have read understand the content of the document;
- iii. that I have arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.
- iv. that the entity undertakes to independently arrive at any offer at any time to the Institution without any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specification, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates;
- v. that the entity or its representative are aware of and undertakes not to disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract; and
- vi. that there have been no consultations, communications, agreements or arrangements made with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and that my entity was not involved in the drafting of the specifications or terms of reference for this bid.

.....
DULY AUTHORISED REPRESENTATIVE'S SIGNATURE

I certify that before administering the oath/affirmation I asked the deponent the following questions and wrote down his/her answers in his/her presence:

- 1.1 Do you know and understand the contents of the declaration? ANSWER:
- 1.2 Do you have any objection to taking the prescribed oath? ANSWER:
- 1.3 Do you consider the prescribed oath to be binding on your conscience? ANSWER:.....
- 1.4 Do you want to make an affirmation? ANSWER:
2. I certify that the deponent has acknowledged that he/she knows and understands the contents of this declaration, which was sworn to/affirmed and the deponent's signature/thumbprint/mark was place thereon in my presence.

.....
 SIGNATURE FULL NAMES Commissioner of Oaths

Designation (rank) ex officio: Republic of South Africa

Date:..... Place

Business Address:

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND IN TERMS OF THE WESTERN CAPE GOVERNMENTS INTERIM STRATEGY AS IT RELATES TO PREFERENCE POINTS

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS (TENDERERS) MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER, PREFERENTIAL PROCUREMENT REGULATIONS, 2022 AND THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT AND THE CODES OF GOOD PRACTICE

1. DEFINITIONS

- 1.1 **“acceptable tender”** means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document.
- 1.2 **“affidavit”** is a type of verified statement or showing, or in other words, it contains a verification, meaning it is under oath or penalty of perjury, and this serves as evidence to its veracity and is required for court proceedings.
- 1.3 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 1.4 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 1.5 **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 1.6 **“bid”** means a written offer on the official bid documents or invitation of price quotations and **“tender”** is the act of bidding /tendering;
- 1.7 **“Code of Good Practice”** means the generic codes or the sector codes as the case may be;
- 1.8 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 1.9 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;

- 1.10 **"EME"** is an Exempted Micro Enterprise with an annual total revenue of R10 million or less.
- 1.11 **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 1.12 **"Large Enterprise"** is any enterprise with an annual total revenue above R50 million;
- 1.13 **"non-firm prices"** means all prices other than "firm" prices;
- 1.14 **"person"** includes a juristic person;
- 1.15 **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- 1.16 **"proof of B-BBEE status level contributor"** means-
- (a) The B-BBEE status level certificate issued by an authorized body or person;
 - (b) A sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or
 - (c) Any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.
- 1.17 **QSE** is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million;
- 1.18 **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- 1.19 **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 1.20 **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- 1.21 **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions;
- 1.22 **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);
- 1.23 **"the Regulations"** means the Preferential Procurement Regulations, 2022;

- 1.24 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 11 October 2013;
- 1.25 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 1.26 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

2. GENERAL CONDITIONS

- 2.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 2.2 Preference point system for this bid:
- (a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
- (b) Either the 80/20 or 90/10 preference point system will be applicable to this tender
(delete whichever is not applicable for this tender).
- 2.3 Preference points for this bid (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
- (b) B-BBEE Status Level of Contribution.
- 2.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	100

- 2.5 Failure on the part of a bidder to fill in, sign this form and submit in the circumstances prescribed in the Codes of Good Practice either a B-BBEE Verification Certificate issued by a Verification Agency accredited by the South African Accreditation System (SANAS) or an affidavit confirming annual total revenue and level of black ownership together with the bid or an affidavit issued by Companies Intellectual Property Commission, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

- 2.6 The organ of state reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 Subject to Section 2 (1) (f) of the Preferential Procurement Policy Framework Act, 2000, the **bidder obtaining the highest number of total points** will be awarded the contract.
- 3.2 A tenderer must submit proof of its B-BBEE status level of contributor in order to claim points for B-BBEE.
- 3.3 A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE will not be disqualified but will only score:
- (a) points out of 80 for price; and
 - (b) 0 points out of 20 for B-BBEE
- 3.4 Points scored must be rounded off to the nearest 2 decimal places.
- 3.5 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.6 As per section 2 (1) (f) of the Preferential Procurement Policy Framework Act, 2000, the contract may be awarded to a bidder other than the one scoring the highest number of total points based on objective criteria in addition to those contemplated in paragraph (d) and (e) of the Act that justifies the award to another tenderer provided that it has been stipulated upfront in the tendering conditions.
- 3.7 Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.

4. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4.1 POINTS AWARDED FOR PRICE

4.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20	or	90/10
$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of tender under consideration
- $P_{\min}$ = Price of lowest acceptable tender

5. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

5.1 POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20

or

90/10

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

$$Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

or

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

6. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 6.1 In terms of WCG interim strategy, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 6.2 An **EME** must submit a valid, originally certified affidavit confirming annual turnover and level of black ownership or an affidavit issued by Companies Intellectual Property Commission
- 6.3 A **QSE that is less than 51 per cent (50% or less) black owned** must be verified in terms of the QSE scorecard issued via Government Gazette and submit a valid, original or a legible certified copy of a B-BBEE Verification Certificate issued by SANAS.
- 6.4 A **QSE that is at least 51 per cent black owned (51% or higher)** must submit a valid, originally certified affidavit confirming turnover and level of black ownership as well as declare its empowering status or an affidavit issued by Companies Intellectual Property Commission.

- 6.5 A **large enterprise** must submit a valid, original or originally certified copy of a B-BBEE Verification Certificate issued by a verification agency accredited by SANAS.
- 6.6 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 6.7 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status level verification certificate for every separate tender.
- 6.8 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

7. BID DECLARATION

- 7.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

8. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPH 6

- 8.1 B-BBEE Status Level of Contribution..... = **(maximum of 20 points)**

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 6.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or an affidavit confirming annual total revenue and level of black ownership in terms of the relevant sector code applicable to the tender.

9. SUB-CONTRACTING

- 9.1 Will any portion of the contract be sub-contracted? **YES/NO** (delete which is not applicable)

- 9.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted?%

(ii) the name of the sub-contractor?

(iii) the B-BBEE status level of the sub-contractor?

(iv) whether the sub-contractor is an EME or QSE? **YES/NO** (delete which is not applicable)

- 9.1.2 Sub-contracting relates to a **particular** contract and if sub-contracting is applicable, the bidder to state in their response to a particular RFQ that a portion of that contract will be sub-contracted.

10. DECLARATION WITH REGARD TO COMPANY/FIRM

10.1 Name of company/ entity:

10.2 VAT registration number:

10.3 Company Registration number:

10.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/ Joint Venture/ Consortium
- ☐ One-person business/ sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[SELECT APPLICABLE ONE]

10.5 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 7 above, qualifies the company/ firm for the preference(s) shown and I/we acknowledge that:

- (a) The Western Cape Government reserves the right to audit the B-BBEE status claim submitted by the bidder.
- (b) As set out in Section 13O of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly:
 - (i) misrepresents or attempts to misrepresent the B-BBEE status of an enterprise;
 - (ii) provides false information or misrepresents information to a B-BBEE Verification Professional in order to secure a particular B-BBEE status or any benefit associated with compliance to the B-BBEE Act;
 - (iii) provides false information or misrepresents information relevant to assessing the B-BBEE status of an enterprise to any organ of state or public entity; or
 - (iv) engages in a fronting practice.
- (c) If a B-BBEE verification professional or any procurement officer or other official of an organ of state or public entity becomes aware of the commission of, or any attempt to commit any offence referred to in paragraph 10.5 (a) above will be reported to an appropriate law enforcement agency for investigation.

- (d) Any person convicted of an offence by a court is liable in the case of contravention of 10.5 (b) to a fine or to imprisonment for a period not exceeding 10 years or to both a fine and such imprisonment or, if the convicted person is not a natural person to a fine not exceeding 10 per cent of its annual turnover.
- (e) The purchaser may, if it becomes aware that a bidder may have obtained its B-BBEE status level of contribution on a fraudulent basis, investigate the matter. Should the investigation warrant a restriction be imposed, this will be referred to the National Treasury for investigation, processing and imposing the restriction on the National Treasury's List of Restricted Suppliers. The bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, may be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied.
- (f) The purchaser may, in addition to any other remedy it may have –
 - (i) disqualify the person from the bidding process;
 - (ii) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (iii) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation; and
 - (iv) forward the matter for criminal prosecution.
- (g) The information furnished is true and correct.
- (h) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 2 of this form.

SIGNATURE(S) OF THE BIDDER(S):

DATE:

ADDRESS:

.....

WITNESSES:

1.

2.

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- | | |
|---|---|
| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p> |
| 18. Contract amendments | <p>18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p> |
| 19. Assignment | <p>19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.</p> |
| 20. Subcontracts | <p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p> |
| 21. Delays in the supplier's performance | <p>21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the</p> |

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

	(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIP)	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging). 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.