



---

**PRIVATE SECURITY SERVICE**

**BID SPECIFICATION**

**POCS04-2023-2024**

**REQUEST TO BID**

**THE DEPARTMENT OF POLICE OVERSIGHT AND COMMUNITY SAFETY  
WISHES TO APPOINT CAPABLE PRIVATE SECURITY SERVICE PROVIDERS  
TO PROVIDE A SECURITY GUARDING SERVICE AT WCG BUILDINGS  
WITHIN THE CAPE TOWN CENTRAL BUSINESS DISTRICT (CBD) AND  
EXTENDED METRO AREAS FOR THE PERIOD 1 APRIL 2024 TO 31 MARCH  
2025**

**CLOSING DATE: 5 MARCH 2024 @11H00 AM  
VALIDITY: 90 DAYS**

## **PRIVATE SECURITY SERVICE**

### **BID SPECIFICATION**

**THE DEPARTMENT OF POLICE OVERSIGHT AND COMMUNITY SAFETY WISHES TO APPOINT CAPABLE PRIVATE SECURITY SERVICE PROVIDERS TO PROVIDE A SECURITY GUARDING SERVICE AT WCG BUILDINGS WITHIN THE CAPE TOWN CENTRAL BUSINESS DISTRICT (CBD) AND EXTENDED METRO AREAS FOR THE PERIOD 1 APRIL 2024 TO 31 MARCH 2025 POCS04-2023-2024**

#### **1. INTRODUCTION**

- 1.1 The Western Cape Government Department of Police Oversight & Community Safety, through its Chief Directorate Security Risk Management is mandated to procure, administer and evaluate physical security resources at certain WCG facilities in the Cape Town CBD and Cape Metro.

#### **2. GENERAL CONDITIONS OF BID**

- 2.1. This bid and all contracts emanating there from will be subject to the Government Procurement General Conditions of Contract (refer to as the GCC hereafter), July 2010, published by National Treasury.
- 2.1.1. The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. The Terms of Reference of this bid, the bidder offer, the GCC and the Service Level Agreement (refer to as the SLA hereafter) will form part of this agreement.
- 2.1.2. Where, however, the Special Conditions of Contract (refer to as the SCC hereafter) are in conflict with the GCC, the SCC will prevail.
- 2.2 The Department of Police Oversight & Community Safety and all service providers must comply with the bid conditions. They shall discharge their duties and obligations as set out in these bid conditions, timeously and with integrity and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.
- 2.3 Bidders may not submit a bid without having a firm intention and the capacity to proceed with any contract that emanates from this framework agreement.
- 2.4 The Department of Police Oversight & Community Safety may accept or reject any bid offer and may cancel the bid process and reject all bids at any time before the formation of a contract, due to the following reasons inter alia:
- 2.4.1 Changed circumstances and there is no longer a need for the services specified in the invitation;
- 2.4.2 Funds are no longer available to cover the total envisaged expenditure;
- 2.4.3 No acceptable tender is received and;
- 2.4.4 There is a material irregularity in the tender process.
- 2.5 The Department of Police Oversight & Community Safety shall not accept or incur any liability to a bidder for such cancellation and rejection but will give written reasons for such action upon written request to do so.

- 2.6 The Department of Police Oversight & Community Safety reserves the right to extend the contract period, after 31 March 2025, for a period not exceeding 12 months, should the Western Cape Provincial Treasury transversal contract process not be finalised by this date.
- 2.7 **All prospective bidders must complete the below documents in full and failure to comply will invalid the bid.**
- WCBD 1:** Invitation to bid and terms and conditions for bidding.
- WCBD 3.3** Price schedule
- WCBD 4:** Declaration of interest; Bidders Past SCM Practices and Independent Bid Determination.
- WCBD 6.1:** Preference Points Claim Form
- Annexure C:** bidder must complete price schedule for Zone A and Zone B **separately**.
- 2.8 It is a condition of the bid that bidders are registered or become registered on the following databases at the time of the award of the bid:
- (a) Central Supplier Database (CSD)
- 2.9 It will be expected from the successful bidder(s) to sign a detailed Service Level Agreement with the Department

### **3. SPECIAL CONDITIONS OF BID**

- 3.1 Service providers are required to complete separate pricing schedules for both Zone A (CBD) and Zone B (Cape Metro, Outside CBD).
- 3.2 Each pricing schedule will be evaluated separately in terms of price and preference points as the requirements are different.
- 3.2 Should the Department opt to appoint more than one service provider, the award will be to the service provider(s) scoring highest points for price and preference per Zone.
- 3.3 In addition the Department reserves the right to verify the trading status of prospective bidders with the National and Provincial Treasury Departments.
- 3.4 Successful bidder (s) must be willing to subject themselves to the vetting processes of the State Security Agency (SSA)
- 3.5 Each bidder must indicate with an 'X' on the table below whether they have submitted and comply with the special conditions set out in the Table below.
- 3.5.1 A current PSiRA Registration Certificate, valid on the date of bid closure, must be submitted as part of the bid document to support the response of the bidder that they comply with the special conditions set out in the Table below.
- 3.5.2 A current PSiRA Letter of Good Standing, valid on the date of bid closure, must be submitted as part of the bid document to support the response of the bidder that they comply with the special conditions set out in the Table below.

- 3.5.3 The additional returnable documentation, indicated in lines 3 to 7 of the table below must be submitted by the successful bidder(s) on award of the bid.
- 3.6 In the event that a bidder does not or fails to indicate with an 'X' whether it complies with the special conditions of Bid, it will be assumed, unless the bid documents indicates otherwise, that the bidder does not comply with the compulsory conditions of bid, and/or any bidder that does not provide the evidence requested below, will not proceed to the evaluation phase of this bid.

NO.	RETURNABLE DOCUMENT	DESCRIPTION	Due at Bid closure	Due at Bid Award	Comply Yes/No
1.	Current and valid PSIRA registration certificate	Certificate issued by PSIRA that can be verified by means of the QR Code	✓		
2.	Current and valid PSIRA Letter of Good Standing	True copy of letter issued by PSIRA	✓		
3.	Current and valid COIDA Letter of Good Standing	True copy of letter issued by Department of Labour		✓	
4.	Current and valid Private Security Fund Provident Fund Letter of Good Standing	Letter issued by the PSFPF		✓	
5.	Current and valid Public Liability Insurance Fund Document or Letter of Intent to obtain insurance	Letter issued by Insurer or applicable Letter of intent		✓	
6.	Current and valid certificate of registration with the National Bargaining Council for the Private Security Sector (NBCPSS)	Certificate issued by the NBCPSS		✓	
7.	Current and valid confirmation of registration and paid-up levies with NBCPSS	Letter issued by the NBCPSS		✓	

#### 4. BID EVALUATION

Bid proposals will be evaluated in the following manner:

#### 4.1 **Phase 1: Special Conditions of Bid**

- 4.1.1 Failure to comply with these requirements will render bids invalid and bidders will thus be disqualified in this phase.

#### 4.2 **Phase 2: Functionality Evaluation**

- 4.2.1 Functionality in terms of this bid means the ability of a bidder to provide services in accordance with the scope of the work as set out in the bid documents. Functionality considers quality, reliability, viability and durability of a service and the bidder's technical capacity and ability to execute a contract.
- 4.2.1 For the purpose of this bid, functionality will be determined by way of an operational risk assessment. The operational risk assessment will be done in terms of an evaluation performed by the Department of Police Oversight and Community Safety (POCS) according to the criteria in the Operational risk assessment hereto attached as per Annexure A.
- 4.2.2 The Department of Police Oversight and Community Safety (POCS) reserves the right to conduct personal visits at the premises of prospective bidders and those of the references provided by prospective bidders, to assess the operational capabilities of bidders in terms of the Functionality Assessment criteria applicable to this bid.
- 4.2.2.1 For logistical and budget considerations, only premises situated in the Western Cape Province will be evaluated during this phase of the bid evaluation.
- 4.2.2.2 For this purpose, all suppliers are to complete the WCBD 1 form with address details of all their offices from where they provide a security service and which should be considered for evaluation during this phase of the process.
- 4.2.3 The operational risk assessment will result in a functionality score that will equate to a risk rating per security service type as depicted in Table 1, below.
- 4.2.3.1 This will enable the department to make an informed decision as to the level of expected service and the risk tolerance that the department is willing to absorb.

**Table 1:** Security Service Provider Risk Categorisation Scorecard

<b>FUNCTIONALITY SCORE</b>	<b>SUPPLIER RISK RATING</b>
<b>0-40%</b>	<b>Extremely High Risk</b>
<b>41-60%</b>	<b>High Risk</b>
<b>61-80%</b>	<b>Meduim Risk</b>
<b>81-100%</b>	<b>Low Risk</b>

- 4.2.4 The department therefore reserves the right to only consider service providers who attain a minimum qualifying score of 81% during their respective operational assessment.

4.2.5 Bidders who do not the minimum qualifying scores (i.e., 81%) will not be considered for further evaluation.

**Table 3:** WCG Facility Risk Classification Chart

Classification	DESCRIPTION	POSSIBLE OUTCOMES
Low Risk	Most (81% - 100%) of the elements of the security program of the institution have been implemented.	Risk will not result in serious injury or illness. First aid treatment required. Remote possibility of damage. Minimal impact on non-care operations. Risks are low. Countermeasure actions to mitigate these risks should be implemented as convenient as they will enhance security overall.
Medium Risk	Many (61% - 80%) of the elements of the security program of the institution have been implemented.	Minor injury or equipment damage but results would not be expected to be serious. These risks are moderate. Countermeasure actions to mitigate these risks should be implemented in the near future
High Risk	Few (41% - 60%) of the elements of the security program of the institution have been implemented.	Risk can result in serious injury and or hospitalisation. Major property & equipment damage. Impact on the organisation resulting in reduced performance such that targets are not met. Risks are high. Countermeasure actions to mitigate these risks should be implemented as soon as possible. Senior Management intervention required.
Extremely High Risk	No to Very Few (0% - 40%) of the elements of the security program of the institution have been implemented	Imminent danger exists. Risk capable of causing death, multiple major injuries or extensive infrastructure damage. Breakdown of key activities leading to reduction in performance. Countermeasure actions to mitigate these risks should be implemented immediately

### 4.3 Phase 3: Price and Preference evaluation

4.3.1 During this phase, all bids that have achieved the minimum qualifying score for Functionality (81%) for the security service and the WCG's supplier risk rating tolerance categories, as indicated above, will be further evaluated in terms of price and the preference points system.

4.3.2 Preference points shall be awarded as follows:

- Price = Maximum 80 points
- B-BBEE Status Level of contribution = Maximum 20 points

4.3.3 The points scored by a bidder in respect of his B-BBEE status level will be added to the points scored for price.

4.3.4 Only a bidder who has completed and signed the declaration part of the preference claim form will be considered for B-BBEE status.

4.3.5 Prospective bidders MUST complete and sign the detailed Pricing Schedule attached as per Annexure C

## 5. SCOPE OF WORK/OPERATIONAL REQUIREMENT SHEET (ORS)

3.1 The detailed scope of work or Operational Requirement Sheet (ORS) associated with this bid is attached, as per Annexure B1 and B2.

**PHASE 2: FUNCTIONALITY EVALUATION – OPERATIONAL RISK ASSESSMENT****NOTE TO BIDDERS:**

**PLEASE DO NOT SCORE ANY ITEMS IN THE TABLE, THIS WILL BE DONE BY THE DEPARTMENT REPRESENTATIVE(S) DURING THE OPERATIONAL RISK ASSESSMENT AS DESCRIBED IN PAR. 4.2**

**Operational Risk Assessment Areas**

0		Date of ORA	00-Jan-00			
1	Management, Admin and Staff (non-scoring)					
2	National Bargaining Council Compliance (non-scoring)					
0		Maximum Possible Score	Total Score Achieved	Percentage Score Achieved	Risk Rating	Recommendation
	Physical Guarding Control Room operation	31	0			
	Physical security officers	15	0			
	Security Vehicles	5	0			

Name of Outsourced Security Service Provider	
Name of Outsourced Security Service Provider Representative	
Date of Operational Risk Assessment	
Address of Operational risk assessment	
Email Contact of Outsourced Service Provider	
Region / District	
Name of Community Safety Security Risk Management Officials	

Operational Risk Assessment		0	00-Jan-00
1	Management, Admin and Staff (non-scoring)		Comments
1.1	Please provide details of your Contract Manager		
1.1.1	Is there an identified / do you have a dedicated contract manager?		
	Yes		
	No		
1.1.2	If Yes, please provide the contact details of this person		
		Name	
		Email	
		Mobile	
1.1.3	If No, who would be the contact person should a WCG contract be awarded to the company		
		Name	
		Email	
		Mobile	
1.1.4	Could you provide a minimum of three (3) References in respect of previous security contracts undertaken by your company		

Ref 1		Name	
		Company	
		Email	
		Mobile	
Ref 2		Name	
		Company	
		Email	
		Mobile	
Ref 3		Name	
		Company	
		Email	
		Mobile	
1.1.5	<b>Current staff (Admin and Security officers) compliment as per payroll</b>		
	More than 50		
	Less than 10		
	Between 10 and 30		
	Between 31 and 50		
	None		
1.2	<b>How many PSIRA registered and trained security officers do you have available per category (Capacity)</b>		
1.2.1	<b>Normal Physical Guarding</b>		
1.2.1.1	More than 50		
1.2.1.2	Less than 10		
1.2.1.3	Between 10 and 30		
1.2.1.4	Between 31 and 50		
1.2.1.5	None		
1.2.1.6	Not Applicable		
1.2.2	<b>Armed Response Security Officer</b>		
1.2.2.1	More than 50		
1.2.2.2	Less than 10		
1.2.2.3	Between 10 and 30		
1.2.2.4	Between 31 and 50		
1.2.2.5	None		
1.2.2.6	Not Applicable		
	<b>Other Compliances (non-scoring)</b>	<b>Improvements to be considered</b>	<b>Comments</b>
1.3	<b>Reliability and Compliance</b>		
1.3.1	<b>Has the company and/or anyone of the Directors ever been blacklisted to the WCG or not allowed to be registered with PSIRA, dishonoured a contract or had a contract been terminated before it's time? If yes, please explain</b>		
1.3.1.1	Yes		
1.3.1.2	No		
1.4	<b>Communication</b>		
1.4.1	<b>How do you communicate important client needs or site specific information to your staff and or security officials? (Provide proof: messages, emails, minutes, attendance register)</b>		
1.4.1.1	No communication methodology in place		
1.4.1.2	Verbal Communication only		
1.4.1.3	Written Instruction only (includes mobile messages)		
1.4.1.4	Verbal followed by written instruction (includes mobile messages)		
1.4.2	<b>How frequently does communication from management take place to your client</b>		
1.4.2.1	No Communication		
1.4.2.2	Monthly		
1.4.2.3	Weekly		
1.4.2.4	Daily		



<b>1.4.3</b>	<b>How do you communicate to your clients? (Provide proof: messages, emails, minutes, attendance register)</b>		
1.4.3.1	No communication		
1.4.3.2	Communicated verbally through staff member associated with project		
1.4.3.3	Electronic Media (WhatsApp/Messenger/Telegram/SMS / E-mail)		
1.4.3.4	Written communication		
1.4.3.5	Meetings incl all of the above		
<b>1.4.4</b>	<b>What communication methods are most frequently used by your company to communicate with the guarding compliment? (Provide proof: messages, emails, minutes, attendance register)</b>		
1.4.4.1	No Communication		
1.4.4.2	Written Notice placed on Notice Boards		
1.4.4.3	Communicated verbally only through control and / or supervisor		
1.4.4.4	Personalised letters / Notices / Communicated verbally through control and / or supervisor		
1.4.4.5	Electronic Media (WhatsApp/Messenger/Telegram/SMS / E-mail)		
1.4.4.6	All of the above (excluding 2.4.1)		
<b>1.5</b>	<b>Training</b>		
<b>1.5.1</b>	<b>Do you provide contract / site specific training?</b>		
1.5.1.1	Yes		
1.5.1.2	As required by the client		
1.5.1.3	No		
<b>1.5.2</b>	<b>How frequently is staff development and or industry related training provided? (Provide training plan, attendance registers, certificates)</b>		
1.5.2.1	No training		
1.5.2.2	Annually		
1.5.2.3	Every 6 months		
1.5.2.4	Quarterly		
1.5.2.5	Monthly		
1.5.2.6	Immediately when need is identified		
<b>1.5.3</b>	<b>Does the above training provide you with opportunities to influence the Standard Operating Procedures of your Clients? (Proof to be provided)</b>		
1.5.3.1	Yes		
1.5.3.2	No		
<b>2</b>	<b>National Bargaining Council Compliance (non-scoring)</b>		<b>Comments</b>
<b>"Not Applicable" should be selected in cases of new Security Companies with proven no staff or contracts. "Not Applicable" should not affect the overall score</b>			
<b>2.1</b>	<b>Information on Salaries and proof of administration</b>		
<b>2.1.1</b>	<b>Do you pay your security officers the salaries as prescribed according to the National Bargaining Council for Private Security Sector (NBCPSS) Main Collective Agreement?</b>		
2.1.1.1	Yes		
2.1.1.2	No		
2.1.1.3	Not Applicable		
<b>2.1.2</b>	<b>Do you issue your security officials with payslips?</b>		
2.1.2.1	Yes		
2.1.2.2	No		
2.1.2.3	Not Applicable		
<b>2.1.3</b>	<b>Do you keep copies of payslips issued? Proof provided</b>		
2.1.3.1	Yes		

2.3.3.2	No		
2.3.3.3	Not Applicable		
<b>3</b>	<b>Security Service Category (Scoring)</b>		<b>Comments</b>
<b>3.1</b>	<b>Physical Guarding Control Room operation</b>		<b>Comments</b>
<b>3.1.1</b>	<b>Do you have a fully functional Control Room (Physical verification by assessor and proof of ownership or lease to be provided)</b>		
3.1.1.1	Yes		
3.1.1.2	No		
<b>3.1.2</b>	<b>If, yes. Is your Control Room operational 24/7/365? Verify Occurrence Book for shift deployment</b>		
3.1.2.1	Yes		
3.1.2.2	No		
3.1.2.3	Not Applicable	Where a 'No or Not Applicable' response is captured, no further evaluation will be performed for Physical Guarding Control Room operation	
<b>3.1.3</b>	<b>Do you monitor any sites/locations remotely from your Control Room</b>		
3.1.3.1	Yes - radio check was done with a security site being monitored		
3.1.3.2	No - radio check could not be confirmed with a site being monitored		
<b>3.1.4</b>	<b>Do you have a dedicated Control Room Manager 24/7/365?</b>		
3.1.4.1	Yes - Control room manager was present during ORA		
3.1.4.2	No - Control room manager was not present during ORA		
3.1.4.3	Not Applicable		
<b>3.1.5</b>	<b>Are the Operators in your Control Room appropriately graded as Grade B or Higher? Please provide proof - Check Posting sheet or OB entry, PSIRA App verification</b>		
3.1.5.1	Yes		
3.1.5.2	No		
3.1.5.3	Not Applicable		
<b>3.1.6</b>	<b>Will the WCG sites (incl linked with CCTV) be monitored from this Control Room / Operational Command Centre?</b>		
3.1.6.1	Yes		
3.1.6.2	No		
<b>3.1.7</b>	<b>Demonstrated type of technology utilised in the control room</b>		
3.1.7.1	None		
3.1.7.2	Base Radio		
3.1.7.3	Satellite radio		
3.1.7.4	Security Officer Patrol System		
3.1.7.6	Telephone (incl. cellular phone)		
3.1.7.7	UPS or generator backup system		
<b>3.2</b>	<b>Physical security officers</b>		<b>Comments</b>
<b>3.2.1</b>	<b>Are all your security officers issued with a</b>		
3.2.1.1	Corporate uniform		
3.2.1.2	Company jacket		
3.2.1.3	Company shirt		
3.2.1.4	Company pants		
3.2.1.5	Company tie		
3.2.1.6	Company name tag		
3.2.1.7	Appropriate shoes		
3.2.1.8	Security company epaulettes		

3.2.1.9	None issued		
<b>3.2.2</b>	<b>Are all your security officers issued with the following standard service aids</b>		
3.2.2.1	Radio		
3.2.2.2	Baton		
3.2.2.3	Pen		
3.2.2.4	Pocketbook		
3.2.2.5	Torch (for night duty only)		
3.2.2.6	Occurrence Book		
3.2.2.7	None issued		
<b>3.2.3</b>	<b>Do your security officers possess a minimum PSIRA Grade C (required for WCG sites)</b>		
3.2.3.1	Yes		
3.2.3.2	Grade D or lower		
3.2.3.3	No		
3.2.3.4	Not Applicable		
<b>3.3</b>	<b>Security Vehicles</b>		<b>Comments</b>
<b>3.3.1</b>	<b>How many security vehicles do you own for normal physical guarding?</b>	<b>Where a No or Not Applicable response is captured, no further evaluation will be performed for Security Vehicles</b>	
3.3.1.1	Not Applicable		
3.3.1.2	None		
3.3.1.3	One		
3.3.1.4	Two		
3.3.1.5	Three or more		
<b>3.2.2</b>	<b>Kindly provide proof of ownership of the security vehicles (eg. a certified and audited asset register, lease agreement depicting)</b>		
3.2.1	Yes		
3.2.2	No		
<b>3.2.3</b>	<b>Are all your vehicle drivers PSIRA grading of A,B &amp; C?</b>		
3.2.3.1	Yes		
3.2.3.2	No		

### Declaration by Company representative

Hereby I ..... in my capacity as ....., from ..... , hereby declare that the information provided above is accurate and that I have not been influenced in anyway whilst providing this information. I submit the following references to be contacted by the Western Cape Government. I acknowledge that their feedback will be used to determine my final percentage score achieved during this operational risk assessment.

Reference 1	Reference 2	Reference 3
<b>Name:</b>	<b>Name:</b>	<b>Name:</b>
<b>Company:</b>	<b>Company:</b>	<b>Company:</b>
<b>Tel no:</b>	<b>Tel no:</b>	<b>Tel no:</b>
<b>Address:</b>	<b>Address:</b>	<b>Address:</b>
<b>Email:</b>	<b>Email:</b>	<b>Email:</b>

Company Representative Acknowledgement and Signature	Date

**Declaration by WCG staff member conducting the assessment.**

Hereby I ..... in my capacity as ....., from  
The Department of Police Oversight and Community Safety hereby declare that I have not influenced the  
information provided by the company representative and in no way have I been influenced by the  
company representative regarding the information received.

WCG Staff Member Signature	Persal Number	Date



## OPERATIONAL REQUIREMENT SHEET (VARIOUS FACILITIES IN CAPE TOWN CBD)

**NAME OF INSTITUTION:** Department of Police Oversight and Community Safety various buildings

### 1. REQUIREMENTS

- 1.1. To provide a security and guarding service to the Department of Police Oversight and Community Safety at the following buildings within the Cape Town CBD.
- 1.2. Day shift hours are from 06h00 until 18h00.
- 1.3. Night shift hours are from 18h00 until 06h00.
- 1.4. The services are required for the periods as stipulated in the Terms of Reference, call off, ORS and any addendums to these documents as agreed.
- 1.5. The service provider to ensure the total amount of security officials per shift as per table 2 below is continuously on site for the duration of their shift.
- 1.6. Communication: The service provider to ensure an approved communication method is used between all posted security officials, the Security Supervisor, the Off-Site monitoring Control Room and the appointed departmental Facility Manager ensuring no signal loss in the area.
- 1.7. A summary of the deployment requirements are captured below.
- 1.8. Specific deployment per facility will be shared with the successful bidder (s).

### 2. SERVICE REQUIRED: PHYSICAL SECURITY (GUARDING SOLUTION)

#### 2.1 Mondays to Fridays - 12-hour service

- The service is a 12-hour security service, 5 days a week, excluding weekends and public holidays for the duration of the contract period as agreed.

Monday to Friday					
12 hours					
	B Day	B Night	C Day	C Night	Total Officers
Total officer required for deployment	0	0	39	0	39
Facilities					
4 Dorp Street					
Union House-					

Monday to Friday	
1-3 Dorp Street	
27 Wale Street	
12 hours	
35 Wale Street	
9 Dorp Street	
140 Loop Street	
11 Leeuwen Street	
Protea Assurance	
Waldorf Building	
Alfred Street	
Archives (Roeland)	
Caledon house (Archives)	
1 North Wharf Square	
Patrollers	

## 2.2 Mondays to Sundays - 24-hour service

- The service is a 24-hour security service, 7 days a week, including weekends and public holidays for the duration of the contract period as agreed.

Monday to Sunday					
24 hours					
	B Day	B Night	C Day	C Night	Total Officers
<b>Total officer required for deployment</b>	<b>2</b>	<b>2</b>	<b>32</b>	<b>29</b>	<b>65</b>
Facilities					
4 Dorp Street					
Union House-					
1-3 Dorp Street					
27 Wale Street					
35 Wale Street					
9 Dorp Street					
140 Loop Street					
11 Leeuwen Street					
Protea Assurance					
Waldorf Building					
Alfred Street					
Archives (Roeland)					
Caledon house (Archives)					
1 North Wharf Square					
Patrollers					

## 3. SERVICE AIDS

- 3.1 In accordance with the Terms of Reference, the rate for a Security Officer should be inclusive of the following standard equipment:
  - 3.1.1 baton,
  - 3.1.2 torch,

- 3.1.3 sufficient uniforms and appropriate shoes,
- 3.1.4 handcuffs & keys,
- 3.1.4 handheld Metal Detector 1 per duty point,
- 3.1.5 black & Red pen,
- 3.1.6 pocketbook; and
- 3.1.7 Each officer must have a communication device – handheld two- way radio & charger and/or additional battery pack.
- 3.2 An Occurrence Book at all duty points, which will become the property of the WCG.

#### **4. SERVICE STANDARDS**

- 4.1 The department has determined service standards (Annexed) which must be strictly adhered to and enforced by the Service Provider.
- 4.2 The service provider must ensure that all security officials posted on site, as well as the competent area/site manager fully understand and comply with these standards.
- 4.3 The department reserves the right to request the service provider to supply written explanation for any failure to perform according to these standards.

#### **5. GENERAL INFORMATION**

- 5.1 The contact person in respect of bid specification enquiries will be Mr Denzil Samuels.  
Email address: [Denzil.Samuels@westerncape.gov.za](mailto:Denzil.Samuels@westerncape.gov.za)  
Telephone number: (021) 483 5861.
- 5.2.1 The contact person in respect of operational enquiries will be Mr Frederick Klink.  
Email address [Frederick.Klink@westerncape.gov.za](mailto:Frederick.Klink@westerncape.gov.za)  
Telephone number (021) 483 7829.

**SRM Service Standards - All Security Service Categories**

**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 applicable daily/ weekly/ monthly total call-off order value registered against applicable site or service

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 or as mutually agreed by in the ORS at call-off stage.
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
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 jewelry and accessories.
All Security Service Providers Responsibility	Compliance Management	Ensure that all security officers are equipped with the necessary service aids, i.e. baton, 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 is 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



Major Service	Service Area	Performance Standards
		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.
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.
All Security Service Providers Responsibility	Compliance Management	Submit daily deployment sheet to the applicable facility / 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 schedules 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 or as mutually agreed at call-off stage.
All Security Service Providers Responsibility	Compliance Management	To ensure that all services are conducted in compliance with relevant legislation
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		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 is available in the Control Room (Own or Client) 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 officers have a minimum PSIRA Grade C 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
CCTV Control room and Physical Control Room Operators	Compliance Management	Ensure that weekly reports are submitted to the applicable Department Security Manager

Major Service	Service Area	Performance Standards
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
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.
Armed Response	Compliance Management	Ensure no firearm are unnecessarily exposed by the armed response officer
Armed Response	Compliance Management	Ensure records are kept for all patrols performed per shift
Armed Response	Compliance Management	Submit electronic copy of each patrolling shift within 2 hours after each shift
Armed Response	Compliance Management	Ensure all vehicles used for Armed response and monitoring are in working condition
Armed Response	Compliance Management	Ensure the number of vehicles as specified for Armed response and monitoring are always available per shift
Armed Response	Compliance Management	Ensure the drivers of the Armed response or monitoring vehicle are duly registered with PSIRA, suitably trained to carry a firearm
Armed Response	Compliance Management	Ensure that all firearms are issued as per applicable legislation
Armed Response	Compliance Management	Ensure that a supervisor is available in the Control Room (Own or Client) during all high profile and adverse events
Armed Response	Compliance Management	Ensure 24-hour monitoring of all WCG sites, as stipulated in work order.
Armed Response	Compliance Management	Ensure that all posted Control Room officers have a minimum PSIRA Grade C registration
Armed Response	Compliance Management	Ensure that all posted Control Room officers are trained and qualified as Control Room operators
Armed Response	Compliance Management	Ensure that all alarms and adverse events at WCG premises are responded to by Control Room Operator(s) within 2 minutes of activation. This includes normal building, panic, fire and emergency alarms.
Armed Response	Compliance Management	Ensure that Control Room is manned 24 hours, 7 days a week, 365 days a year
Armed Response	Compliance Management	Ensure all equipment and other property within the Control Room remains functional and in good working order.
Armed Response	Compliance Management	Report all defects of WCG equipment and other property in the Control Room to the Deputy Director: Provincial Security Operations
Armed Response	Compliance Management	Ensure that weekly reports are submitted to the applicable Department Security Manager
Armed Response	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
Armed Response	Compliance Management	Attend meetings with the Department as requested
Armed Response	Compliance Management	Complete and submit a monthly operational report to the applicable department security manager
Armed Response	Compliance Management	Ensure that controllers do not perform more than 12 (twelve) hours of work per day and accordingly may not work double shifts.
Armed Response	Compliance Management	Ensure that controllers can communicate in two of the three official languages of the Western Cape and be able to read and write in English.
K9	Compliance Management	Ensure all dogs are handled with a DH trained handler for the service required
K9	Compliance Management	Ensure that all K9's are kept on a standard slip chain and leash plus a hand loop attached to the end and a bridle snap or similar attached to the other end.
K9	Compliance Management	Ensure dogs are well fed with water throughout their deployment
K9	Compliance Management	Ensure the deployment of K9 does not happen for periods exceeding 12 hours
K9	Compliance Management	Ensure proper rest period of 12 hours after K9 deployment
K9	Compliance Management	Ensure K9 are employed no more than 5 days
K9	Compliance Management	Ensure a rest period of a minimum of 1 day (24-36 hours) every 5 days for K9
K9	Compliance Management	Keep record of daily K9 exercise - Minimum 1 hour
K9	Compliance Management	Keep record of K9 time spent in exercise area
K9	Compliance Management	Ensure the vehicles and / or trailers used for K9 transportation are marked, equipped and designed as per applicable legislation to ensure the safety of the K9 during transport
Drones	Compliance Management	Ensure drone operators are duly licensed and possess the required certificates. (Requirements: Remote Pilot license, Air Service license, Remote Operators Certificate)
Drones	Compliance Management	Submit electronic copy of each patrolling shift within 2 hours after each shift

Major Service	Service Area	Performance Standards
Drones	Compliance Management	Ensure all drones used for monitoring are in working condition
Drones	Compliance Management	Ensure the number of drones as specified for monitoring are always available per shift
Drones	Compliance Management	Ensure the drone(s) used can provide night patrolling, and have night vision or thermal camera
Special Tactical	Compliance Management	Ensure no firearm 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 PSIRA 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
Alarm Installations	Compliance Management	Ensure all technicians attending to alarm installations are registered with PSIRA and formally trained to perform alarm installations
Alarm Installations	Compliance Management	Ensure all alarm installations are done as per applicable standard (like SAIDSA Bylaw 5), linked to the identified control room and in working order
Alarm Installations	Compliance Management	Ensure technicians attend to any call outs for faulty functioning within the agreed time as per ORS
Alarm Installations	Compliance Management	Ensure to always have a dedicated vehicle available for the technicians for alarm installations

**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), dog handlers, drivers of any vehicle, technician, drone operators 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 applicable daily/ weekly/ monthly total call-off order value registered against applicable site or service

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 while on duty;
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.
Service Provider's Responsibility	Compliance Management	Do not enable any person to remove stolen property 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 willfully 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.)



---

## OPERATIONAL REQUIREMENT SHEET (VARIOUS FACILITIES OUTSIDE THE CAPE TOWN CBD)

**NAME OF INSTITUTION:** Department of Police Oversight and Community Safety various buildings

### 1. REQUIREMENTS

- 1.1. To provide a security and guarding service to the Department of Police Oversight and Community Safety at the following buildings outside the Cape Town CBD and surrounding areas.
- 1.2. **Service Type 1** - Physical Security (Guarding Solution)
- 1.3. Day shift hours are from 06h00 until 18h00.
- 1.4. Night shift hours are from 18h00 until 06h00.
- 1.5. The services are required for the periods as stipulated in the Bid Specification, Terms of Reference, ORS and any addendums to these documents as agreed.
- 1.6. The service provider to ensure the total amount of security officials per shift as per table **1.10** below is continuously on site for the duration of their shift.
- 1.7. Communication: The service provider to ensure an approved communication method is used between all posted security officials, the Security Supervisor, the Off-Site monitoring Control Room and the appointed departmental Facility Manager ensuring no signal loss in the area.
- 1.8. One of the posting points is the Chrysalis Academy which is prone to snake and baboons being found onsite. Protective gear and boots to be provided by the appointed service provider. Adequate provisions to be made for this site in this regard.
- 1.9. A summary of the deployment requirements are captured below.
- 1.10. Specific deployment per facility will be shared with the successful bidder (s).

## 2. SERVICE REQUIRED: PHYSICAL SECURITY (GUARDING SOLUTION)

### 2.1 Mondays to Fridays - 12-hour service

- The service is a 12-hour security service, 5 days a week, excluding weekends and public holidays for the duration of the contract period as agreed.

Monday to Friday					
12 hours					
	B Day	B Night	C Day	C Night	Total Officers
<b>Total officer required for deployment</b>	<b>3</b>	<b>0</b>	<b>9</b>	<b>0</b>	<b>12</b>
Facilities					
Parow Traffic Centre, Parow					
Sunbel Building, Bellville					
Gene Louw Traffic College, Brackenfell					
Alexandra Precinct, Ndabeni					
Chrysalis Academy, Tokai					
Athlone Shared Service Centre, Athlone					

### 2.2 Mondays to Sundays - 24-hour service

- The service is a 24-hour security service, 7 days a week, including weekends and public holidays for the duration of the contract period as agreed.

Monday to Sunday					
24 hours					
	B Day	B Night	C Day	C Night	Total Officers
<b>Total officer required for deployment</b>	<b>0</b>	<b>1</b>	<b>15</b>	<b>14</b>	<b>30</b>
Facilities					
Parow Traffic Centre, Parow					
Sunbel Building, Bellville					
Gene Louw Traffic College, Brackenfell					
Alexandra Precinct, Ndabeni					
Chrysalis Academy, Tokai					
Athlone Shared Service Centre, Athlone					

## 3. SERVICE AIDS

- 3.1 In accordance with the Terms of Reference, the rate for a Security Officer should be inclusive of the following standard equipment:
- 3.1.1 baton,
  - 3.1.2 torch,
  - 3.1.3 sufficient uniforms and appropriate shoes,
  - 3.1.4 protective gear and boots for snakes for security officers posted at Chrysalis Academy,
  - 3.1.5 handcuffs & keys,

- 3.1.6 handheld Metal Detector 1 per duty point,
- 3.1.7 black & Red pen,
- 3.1.8 pocketbook,
- 3.1.9 Each officer must have a communication device – handheld two- way radio & charger and/or additional battery pack.
- 3.2 An Occurrence Book at all duty points, which will become the property of the WCG.

**4. SERVICE STANDARDS**

- 4.1 The department has determined service standards (Annexed) which must be strictly adhered to and enforced by the Service Provider.
- 4.2 The service provider must ensure that all security officials posted on site, as well as the competent area/site manager fully understand and comply with these standards.
- 4.3 The department reserves the right to request the service provider to supply written explanation for any failure to perform according to these standards.

**5. GENERAL INFORMATION**

- 5.1 The contact person in respect of bid specification enquiries will be Mr Denzil Samuels.  
Email address: [Denzil.Samuels@westerncape.gov.za](mailto:Denzil.Samuels@westerncape.gov.za)  
Telephone number: (021) 483 5861.
- 5.2 The contact person in respect of operational enquiries will be Mr Frederick Klink.  
Email address [Frederick.Klink@westerncape.gov.za](mailto:Frederick.Klink@westerncape.gov.za)  
Telephone number (021) 483 7829.

**SRM Service Standards - All Security Service Categories**

**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 applicable daily/ weekly/ monthly total call-off order value registered against applicable site or service

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 or as mutually agreed by in the ORS at call-off stage.
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
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 jewelry and accessories.
All Security Service Providers Responsibility	Compliance Management	Ensure that all security officers are equipped with the necessary service aids, i.e. baton, 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 is 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

Major Service	Service Area	Performance Standards
		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.
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.
All Security Service Providers Responsibility	Compliance Management	Submit daily deployment sheet to the applicable facility / 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 schedules 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 or as mutually agreed at call-off stage.
All Security Service Providers Responsibility	Compliance Management	To ensure that all services are conducted in compliance with relevant legislation
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		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 is available in the Control Room (Own or Client) 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 officers have a minimum PSIRA Grade C 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
CCTV Control room and Physical Control Room Operators	Compliance Management	Ensure that weekly reports are submitted to the applicable Department Security Manager



Major Service	Service Area	Performance Standards
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
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.
Armed Response	Compliance Management	Ensure no firearm are unnecessarily exposed by the armed response officer
Armed Response	Compliance Management	Ensure records are kept for all patrols performed per shift
Armed Response	Compliance Management	Submit electronic copy of each patrolling shift within 2 hours after each shift
Armed Response	Compliance Management	Ensure all vehicles used for Armed response and monitoring are in working condition
Armed Response	Compliance Management	Ensure the number of vehicles as specified for Armed response and monitoring are always available per shift
Armed Response	Compliance Management	Ensure the drivers of the Armed response or monitoring vehicle are duly registered with PSIRA, suitably trained to carry a firearm
Armed Response	Compliance Management	Ensure that all firearms are issued as per applicable legislation
Armed Response	Compliance Management	Ensure that a supervisor is available in the Control Room (Own or Client) during all high profile and adverse events
Armed Response	Compliance Management	Ensure 24-hour monitoring of all WCG sites, as stipulated in work order.
Armed Response	Compliance Management	Ensure that all posted Control Room officers have a minimum PSIRA Grade C registration
Armed Response	Compliance Management	Ensure that all posted Control Room officers are trained and qualified as Control Room operators
Armed Response	Compliance Management	Ensure that all alarms and adverse events at WCG premises are responded to by Control Room Operator(s) within 2 minutes of activation. This includes normal building, panic, fire and emergency alarms.
Armed Response	Compliance Management	Ensure that Control Room is manned 24 hours, 7 days a week, 365 days a year
Armed Response	Compliance Management	Ensure all equipment and other property within the Control Room remains functional and in good working order.
Armed Response	Compliance Management	Report all defects of WCG equipment and other property in the Control Room to the Deputy Director: Provincial Security Operations
Armed Response	Compliance Management	Ensure that weekly reports are submitted to the applicable Department Security Manager
Armed Response	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
Armed Response	Compliance Management	Attend meetings with the Department as requested
Armed Response	Compliance Management	Complete and submit a monthly operational report to the applicable department security manager
Armed Response	Compliance Management	Ensure that controllers do not perform more than 12 (twelve) hours of work per day and accordingly may not work double shifts.
Armed Response	Compliance Management	Ensure that controllers can communicate in two of the three official languages of the Western Cape and be able to read and write in English.
K9	Compliance Management	Ensure all dogs are handled with a DH trained handler for the service required
K9	Compliance Management	Ensure that all K9's are kept on a standard slip chain and leash plus a hand loop attached to the end and a bridle snap or similar attached to the other end.
K9	Compliance Management	Ensure dogs are well fed with water throughout their deployment
K9	Compliance Management	Ensure the deployment of K9 does not happen for periods exceeding 12 hours
K9	Compliance Management	Ensure proper rest period of 12 hours after K9 deployment
K9	Compliance Management	Ensure K9 are employed no more than 5 days
K9	Compliance Management	Ensure a rest period of a minimum of 1 day (24-36 hours) every 5 days for K9
K9	Compliance Management	Keep record of daily K9 exercise - Minimum 1 hour
K9	Compliance Management	Keep record of K9 time spent in exercise area
K9	Compliance Management	Ensure the vehicles and / or trailers used for K9 transportation are marked, equipped and designed as per applicable legislation to ensure the safety of the K9 during transport
Drones	Compliance Management	Ensure drone operators are duly licensed and possess the required certificates. (Requirements: Remote Pilot license, Air Service license, Remote Operators Certificate)
Drones	Compliance Management	Submit electronic copy of each patrolling shift within 2 hours after each shift

Major Service	Service Area	Performance Standards
Drones	Compliance Management	Ensure all drones used for monitoring are in working condition
Drones	Compliance Management	Ensure the number of drones as specified for monitoring are always available per shift
Drones	Compliance Management	Ensure the drone(s) used can provide night patrolling, and have night vision or thermal camera
Special Tactical	Compliance Management	Ensure no firearm 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 PSIRA 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
Alarm Installations	Compliance Management	Ensure all technicians attending to alarm installations are registered with PSIRA and formally trained to perform alarm installations
Alarm Installations	Compliance Management	Ensure all alarm installations are done as per applicable standard (like SAIDSA Bylaw 5), linked to the identified control room and in working order
Alarm Installations	Compliance Management	Ensure technicians attend to any call outs for faulty functioning within the agreed time as per ORS
Alarm Installations	Compliance Management	Ensure to always have a dedicated vehicle available for the technicians for alarm installations

**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), dog handlers, drivers of any vehicle, technician, drone operators 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 applicable daily/ weekly/ monthly total call-off order value registered against applicable site or service

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 while on duty;
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.
Service Provider's Responsibility	Compliance Management	Do not enable any person to remove stolen property 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 willfully 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.)

BID NO: POCS 04 / 2024

**PRICING SCHEDULE****IMPORTANT INFORMATION:****Prospective bidders are to note the following information in terms of price calculation.**

- Rates provided must include all overheads.
- All rates indicated will be evaluated against the legislated rates per applicable PSiRA Grade
- Rates provided must be for the deployment of 1 x security officer per corresponding PSIRA Grade.
- Rate for Standard Equipment must be for 1 x line item
- Rate per Kilometer must be the rate for 1 x kilometer
- Sub-Total Cost must be the total cost per line item
- The calculated Total Cost will be evaluated in terms of price and preference (See paragraph 4.3 of the specifications)
- The Department will use the total cost provided on this pricing schedule and the requirements reflected on the Operational Requirement Sheet to determine the total contract price for the duration of the contract.
- The total contract price will be reflected in the final contract concluded with the successful service provider.
- PHD means Public Holiday

**Service Type:** Physical Guarding

**Locations:** Specified Western Cape Government facilities in the **Cape Town CBD – Zone A** - See Annexures B 1

DESCRIPTION OF SERVICE			BID PRICE IN SA CURRENCY (Incl. VAT)		
			Rate per month		
Item number	Shift	Rate breakdown per officer	PSiRA Grade B	PSiRA Grade C	Sub- Total Cost
1	Day Shift	Monday to Friday (12 hours)			B+C =
2	Day Shift	Monday to Sunday (24 hours)			B+C =
	Night Shift	Monday to Sunday (24 hours)			B+C =
	Day Shift	Weekends and * PHD (24 hours)			B+C =
	Night Shift	Weekends and * PHD (24 hours)			B+C =
3	Transport / Supervisor Visits	Rate per Kilometer	R		R
4	Standard Equipment	Full Uniform	R		R
		Baton	R		
		Torch	R		
		Handcuffs	R		
		Radio	R		
		Pocketbook and Pen	R		
		Occurrence Book	R		
	Total Cost	Total Line Item 1 + 2 + 3 + 4	R		

**Company Name:** .....

**Signature: Company Representative:** .....

**Service Type:** Physical Guarding

**Locations:** Specified Western Cape Government facilities **outside the Cape Town CBD – Zone B** - See Annexures B 2

DESCRIPTION OF SERVICE			BID PRICE IN SA CURRENCY (Incl. VAT)		
			Rate per month		
Item number	Shift	Rate breakdown per officer	PSiRA Grade B	PSiRA Grade C	Sub- Total Cost
1	Day Shift	Monday to Friday (12 hours)			B+C =
2	Day Shift	Monday to Sunday (24 hours)			B+C =
	Night Shift	Monday to Sunday (24 hours)			B+C =
	Day Shift	Weekends and * PHD (24 hours)			B+C =
	Night Shift	Weekends and * PHD (24 hours)			B+C =
3	Transport / Supervisor Visits	Rate per Kilometer	R		R
4	Standard Equipment	Full Uniform	R		R
		Baton	R		
		Torch	R		
		Handcuffs	R		
		Radio	R		
		Pocketbook and Pen	R		
		Occurrence Book	R		
	Total Cost	Total Line Item 1 + 2 + 3 + 4	R		

**Company Name:** .....

**Signature: Company Representative:** .....

## 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.

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF POLICE OVERSIGHT AND COMMUNITY SAFETY</b>					
BID NUMBER:	POCS 04-2023/2024	CLOSING DATE:	5 MARCH 2024	CLOSING TIME:	11 H00 AM
DESCRIPTION	PROVISION OF OUTSOURCED SECURITY SERVICE PROVIDERS IN THE CAPE TOWN CENTRAL BUSINESS DISTRICT (CBD) AND METRO AREAS				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
35 Wale Street					
Cape Town CBD					
8000					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Esethu Makanda		CONTACT PERSON	Fred Watkins	
TELEPHONE NUMBER	021 483 6324		TELEPHONE NUMBER	021 483 8461	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Esethu.Makanda@Westerncape.gov.za		E-MAIL ADDRESS	Fred.Watkins@westerncape.gov.za	
<b>SUPPLIER INFORMATION</b>					
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] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No				

ACREDITATION SYSTEM (SANAS)			
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs &amp; QSEs) MUST BE SUBMITTED TOGETHER WITH A COMPLETED 6.1 IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/ SERVICES/ WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?		<input type="checkbox"/> YES <input type="checkbox"/> NO	
<b>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.</b>			

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b> 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. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (WCBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
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."
<b>NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID</b>

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....



**PRICING SCHEDULE (ZONE A)**  
(Goods and Services)

NAME OF BIDDER: .....	BID NO.: POCS 04-2023-2024
CLOSING TIME: 11H00	CLOSING DATE: 5 MARCH 2024

OFFER TO BE VALID FOR **90** DAYS FROM THE CLOSING DATE OF BID.

Lot	DESCRIPTION	BID PRICE IN RSA CURRENCY
1	SERVICE	**(ALL APPLICABLE TAXES INCLUDED)

**PROJECT NAME:**

**ADMINISTRATION OF THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP) FOR A PERIOD OF 24 MONTHS FOR THE DEPARTMENT OF POLICE OVERSIGHT AND COMMUNITY SAFETY**

1. The total bid price including of VAT R.....  
**NB: "All applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance contributions and skills development levies, etc.**
2. Are the prices quoted firm for the full period of contract ? YES / NO (CIRCLE CORRECT ANSWER)
3. If not firm for the full period, provide reasons.....
4. Do you comply to the Specification? YES / NO (CIRCLE CORRECT ANSWER)
5. If not, provide deviations.....
6. Do you comply to the General Conditions of Contract? YES / NO (CIRCLE CORRECT ANSWER)

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED IN WRITING TO:**

<b>Department:</b>	<b>Police Oversight and Community Safety</b>	
<b>Contact Person:</b>	<b>Mr Esethu Makanda</b>	<b>Ms Lizanne Martins</b>
<b>Tel:</b>	<b>021 483 6324</b>	<b>021 483 5712</b>
<b>E-mail address:</b>	<b>Esethu.Makanda@westerncape.gov.za</b>	<b>Lizanne.Martins@westerncape.gov.za</b>

**ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED IN WRITING TO:**

<b>Department:</b>	<b>Police Oversight and Community Safety</b>
<b>Contact Person:</b>	<b>Mr Fred Watkins</b>
<b>Tel:</b>	<b>021 483 8461</b>
<b>E-Mail:</b>	<b>Fred.Watkins@westerncape.gov.za</b>

**PRICING SCHEDULE (ZONE B)**  
(Goods and Services)

NAME OF BIDDER: .....	BID NO.: POCS 04-2023-2024
CLOSING TIME: 11H00	CLOSING DATE: 5 MARCH 2024

OFFER TO BE VALID FOR **90** DAYS FROM THE CLOSING DATE OF BID.

Lot	DESCRIPTION	BID PRICE IN RSA CURRENCY
1	SERVICE	**(ALL APPLICABLE TAXES INCLUDED)

**PROJECT NAME:**

**ADMINISTRATION OF THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP) FOR A PERIOD OF 24 MONTHS FOR THE DEPARTMENT OF POLICE OVERSIGHT AND COMMUNITY SAFETY**

1. The total bid price including of VAT R.....  
**NB: "All applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance contributions and skills development levies, etc.**
2. Are the prices quoted firm for the full period of contract ? YES / NO (CIRCLE CORRECT ANSWER)
3. If not firm for the full period, provide reasons.....
4. Do you comply to the Specification? YES / NO (CIRCLE CORRECT ANSWER)
5. If not, provide deviations.....
6. Do you comply to the General Conditions of Contract? YES / NO (CIRCLE CORRECT ANSWER)

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED IN WRITING TO:**

<b>Department:</b> <b>Contact Person:</b> <b>Tel:</b> <b>E-mail address:</b>	<b>Police Oversight and Community Safety</b> <b>Mr Esethu Makanda</b> <b>021 483 6324</b> <b>Esethu.Makanda@westerncape.gov.za</b>	<b>Ms Lizanne Martins</b> <b>021 483 5712</b> <b>Lizanne.Martins@westerncape.gov.za</b>
---	---	---

**ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED IN WRITING TO:**

<b>Department:</b> <b>Contact Person:</b> <b>Tel:</b> <b>E-Mail:</b>	<b>Police Oversight and Community Safety</b> <b>Mr Fred Watkins</b> <b>021 483 8461</b> <b>Fred.Watkins@westerncape.gov.za</b>
---	---



## 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.

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

<b>C1.</b>	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
<b>C3.</b> 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
<b>C4.</b> 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, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> , 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.)					
<b>C5.</b> 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
<b>C6.</b> 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
<b>C7.</b> 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
<b>PRICE</b>	
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

- 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:

<b>80/20</b>	<b>or</b>	<b>90/10</b>
$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	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](http://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**

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 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.
- 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.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

**17. Prices**

- 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.

**18. Contract amendments**

- 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.

**19. Assignment**

- 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.

**20. Subcontracts**

- 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.

**21. Delays in the supplier's performance**

- 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.
- 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.
- 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.
- 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

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.
<b>29. Governing language</b>	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.
<b>30. Applicable law</b>	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	<p>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</p> <p>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.</p>
<b>32. Taxes and duties</b>	<p>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.</p> <p>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.</p> <p>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.</p>
<b>33. National Industrial Participation Programme (NIP)</b>	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.
<b>34 Prohibition of Restrictive practices</b>	<p>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).</p> <p>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.</p>



- 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.