



WESTERN CAPE GOVERNMENT (WCG) SECURITY FRAMEWORK AGREEMENT 2022/2023

**(WCPT – TR 01 2022/2023): INVITATION TO PARTICIPATE IN
THE WESTERN CAPE GOVERNMENT (WCG) SECURITY
SERVICES TRANSVERSAL FRAMEWORK AGREEMENT FOR A
PERIOD OF THREE (3) YEARS WITH AN OPTION TO EXTEND
FOR A FURTHER TWELVE (12) MONTHS.**

Bid document obtainable from:	Closing date and time:
1) Mr. Sonwabile Skwana E-mail address: Sonwabile.Sukwana@westerncape.gov.za Tel: 021 483 8915 or 021 483 8831 Physical Address: Tower Block, 1st Floor; 4 Dorp Street, Cape Town	15 December 2022 11: 00 AM
2) Mr. Tasleem Ismail E-mail address: Tasleem.Ismail@westerncape.gov.za Tel: 021 483 8915 or 021 483 8831 Physical Address: Tower Block, 1st Floor; 4 Dorp Street, Cape Town	

A. ENQUIRIES

- 1) All enquiries must be directed to the following officials:

Lynette Stemmers: lynette.stemmers@westerncape.gov.za

Mark Phillips: Mark.Phillips@westerncape.gov

- 2) The Supply Chain Manager: (Attention: **Ms. T. Ndlazi**)

E-mail: tumeka.ndlazi@westerncape.gov.za

Tel: 021 483 8915 or 021 483 3579

Physical Address: Tower Block, 1st Floor

4 Dorp Street

Cape Town

B. SUBMISSION OF BID DOCUMENT

- 1) The bid document may be posted, or hand delivered at:

POSTED	HAND DELIVERED
The Head Official: Provincial Treasury Private Bag X9165 CAPE TOWN 8000	THE BID DOCUMENT MUST BE DEPOSITED IN THE BID BOX MARKED "PROVINCIAL TREASURY" SITUATED AT: Ground Floor (foyer) 4 Dorp Street (c/o Dorp- and Keerom Street) CAPE TOWN

TO NOTE: if the bid document is too bulky to be deposited through the slot opening of the bid box, the bidder must contact the Supply Chain Manager to open the bid box, to allow for their bid offer to be dropped into the bid box.

INSTRUCTIONS TO BIDDERS

- 1) You should ensure that his bid is delivered timeously to the correct address.
- 2) The bid box is accessible **24 hours** a day, **7 days** a week and is located as indicated above.
- 3) All required information must be furnished. Unless otherwise specified, originally certified copies of applicable documents must be submitted.
- 4) This bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract.
- 5) It is incumbent on you to ensure that you have completed and submitted all the required documents in their entirety.

PART A

INVITATION TO BID

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

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

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

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

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

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

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

BID NUMBER:	WCPT – TR 01 2022/2023	CLOSING DATE:	15 December 2022	CLOSING TIME:	11:00 AM
DESCRIPTION	INVITATION TO PARTICIPATE IN THE WESTERN CAPE GOVERNMENT (WCG) SECURITY SERVICES TRANSVERSAL CONTRACT FOR A PERIOD OF THREE (3) YEARS WITH AN OPTION TO EXTEND FOR A FURTHER TWELVE (12) MONTHS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
POSTED			HAND DELIVERED		
The Head Official: Provincial Treasury Private Bag X9165 CAPE TOWN 8000			BOX MARKED "PROVINCIAL TREASURY" SITUATED AT: Ground Floor (foyer) 4 Dorp Street (c/o Dorp- and Keerom Street) CAPE TOWN		
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON			CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS			E-MAIL ADDRESS		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	WCSEB No.	SAME AS CSD	TCS PIN:	AND	CSD NO. MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] Yes ☐ No ☐		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] Yes ☐ No ☐
IF YES, WAS THE CERTIFICATE ISSUED BY A VERIFICATION AGENCY ACCREDITED BY THE	[TICK APPLICABLE BOX] Yes ☐ No ☐				

SOUTH AFRICAN NATIONAL ACREDITATION SYSTEM (SANAS)			
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs& QSEs) MUST BE SUBMITTED TOGETHER WITH A COMPLETED 6.1 IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/ SERVICES/ WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?		☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?		☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?		☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?		☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?		☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.			

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (WCB7).

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE WITH TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE AND CSD NUMBER AS MENTIONED IN 2.3 ABOVE.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

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BID SUBMISSION CHECKLIST

Reference Description	Compulsory	Returnable documents	Submitted/ Confirmed (Bidder to indicate with ✓/ X)	BEC Verification (Office use only)
Bid Submission Checklist	✓	✓		
Service Solution Participation Form	✓	✓		
WCBD 1: Invitation to bid	✓	✓		
WCBD 4: Declaration of Interest, Declaration of Bidder's Past Supply Chain Management Practices, and Certificate of Independent Bid Determination	✓ (If not on WCSEB)	✓		
PSIRA registration certificate	✓	✓		
Certificate of Registration- National Bargaining Council for Private Security Services (NBCPSS)	✓	✓		
PSIRA Letter of Good Standing	✓	✓		
COIDA Letter of Good Standing	✓	✓		
Registration: Western Cape Supplier Evidence Bank (WCSEB)	✓			
Registration: Central Supplier Database (CSD)	✓			
Proof of provable presence or management control within the area the service provider applied to render a security service, if applicable. (Refer to paragraph 8.2.6)	✓ (if applicable)	✓ (if applicable)		

SERVICE SOLUTION ONE (1) PARTICIPATION FORM

Physical Guarding, Special Tactical Guarding, Armed Response and Special Events Management

SELECT THE APPROPRIATE TOWN WHERE THE SERVICES WILL BE RENDERED BY INDICATING WITH A TICK (✓)

To Note: If the same services will be rendered in multiple towns one participation form may be utilized but if different services will be rendered in different towns, one participation form per town must be submitted.

AREAS WHERE SERVICES WILL BE RENDERED AS DEFINED IN PARAGRAPH 6.2. OF THIS TERMS OF REFERENCE (TOR)
(TO BE COMPLETED)

WESTERN CAPE AREA 1 AND 2	Tick the applicable Town/s	Area 3: All other towns, please specify Town (s) below: (List on separate page, if more.)
Bellville		
Goodwood		
Kuilsriver		
Mitchell's Plain		
Paarl		
Simon's Town		
Somerset West		
Stellenbosch		
Strand		
The Cape (Metropole)		
Wynberg		

PHYSICAL ADDRESS OF OFFICES FROM WHERE SERVICE PROVIDER'S (SP) PROVIDE A SECURITY SERVICE

- To provide all addresses SPs intend to render services for the framework agreement.
- Additional addresses may be added as an Annexure to the bid submission, if the below space is not enough.

Physical Address of the Registered office/Control room

SELECT THE APPROPRIATE SERVICE CATEGORY/ CATEGORIES AND APPLICABLE SERVICE ITEM (S) PER SERVICE CATEGORY BY INDICATING A TICK (✓)

To Note: If for example, the service category, Physical Guarding is selected, all applicable service items, example K9, Security vehicles for which the bidder intends to bid, must be selected with a Tick (✓)

Service Category	Tick if Applicable (✓)	Service Item	Tick if Applicable (✓)
A. Physical Guarding		Physical Guarding Control Room operation	
		K9	
		Special Events Security Management	
		Physical security officers	
		Security Vehicles	
B. Special Tactical Guarding		CCTV Control Room operation	
		Drones	
		Armed Guarding	
		K9	
		Physical Security Officers	
		Special Tactical Vehicles	
C. Special Events Management		Physical Guarding Control Room operation	
		Drones	
		Armed Guarding	
		K9	
		Special Events Security Management	
		Physical Security Officers	
		Security Vehicles	
D. Armed Response		CCTV Control Room operation	
		Drones	
		Armed Guarding	
		K9	
		Physical Security Officers	
		Armed Response Vehicles	
		Alarm Installations	

1 INTRODUCTION

1.1 DEFINITIONS OF TERMS USED IN THIS TERMS OF REFERENCE

Area of eligibility:	Is the geographical area for which a framework agreement was concluded with an eligible service provider to render the approved services.
Armed Guarding	Armed security includes one or more professional guards who have completed training in safe weapon handling and carrying. They offer defense and protection for your specific needs, and they can use lethal force if the situation demands it.
Control Room	A control or monitoring room means the secure area of a building where the daily operations of the service are monitored which could include CCTV monitoring.
Eligible service provider	A service provider that is compliant to industry and SCM requirements and was approved in terms of risk rating, service and area of eligibility to render a service (s) as part of the Framework Agreement.
Emergency	Means a situation where immediate action is necessary in order to avoid an urgent, unforeseen and dangerous situation that, left unattended, may lead to death, injury or disease; damage to property, infrastructure or the environment; significant economic loss; or disruption of the life of a community.
Framework agreements (FA)	Are agreements with service providers which sets out the terms and conditions under which specified services may be procured during the period of the agreement. Such framework agreements do not constitute a contract or guarantee of work but rather sets out the terms and conditions for specific purchases. An assignment of work is only concluded once a contract has been awarded. The WCG will award contracts for the execution of work via multi-source bidding to eligible service providers during the set term of the Framework Agreement.
Local labour	In terms of this terms of reference local labour means employees whose permanent home address is within the relevant local or district municipal boundaries.
Management Control	As required in paragraph 8.2.6, is defined as the process of evaluating, monitoring and controlling the various sub-units of the organization so that there is effective and efficient allocation and utilization of resources in achieving the Framework Agreement requirements.
Originally certified copies	A copy of an original document that is originally certified.
Open Framework Agreement	Means a framework agreement which provides for a service provider other than the initial service provider(s) to subsequently be a party to the agreement.
Operational risk assessment	In terms of WCG security bids means the functional ability of a bidder to provide services in accordance with the scope of the work as set out in the bid documents.
Procuring department /entity	Means the department or public entity responsible for procuring the security services.
Provable Presence	Refers to any type of security services rendered within the area (s) the service provider is tendering. Proof must be provided.
Registered office	A registered office is the official address of a security company.
WCPT	Western Cape Provincial Treasury

1.2 LEGISLATIVE MANDATE

1.2.1 Public procurement is nested in a multitude of laws. The laws most relevant are:

- Constitution of the Republic of South Africa, 1996;
- Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000);
- Broad Based Black Economic Empowerment Act, 2003 (Act 53 of 2003);
- Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004);
- Promotion of Administrative Justice Act, 2000 (Act 3 of 2000);
- Promotion of Access to Information Act, 2000 (Act 2 of 2000); and
- Any other legislation applicable to the institution's supply chain management system;
- National Treasury norms and standards;
- Provincial Treasury Instructions; and
- The Accounting Officer System (AOS) for supply chain management, augmented by institutional instructions and standard operating procedures.

1.2.2 Whilst the 2017 Preferential Procurement Regulations has been declared invalid in terms of a Court decision, the said regulations still apply until 26 January 2023. Service providers to note that when the call-offs/ RFQs from the SFA occurs after 26 January 2023, the contract will be concluded in terms of the recently promulgated regulations.

1.3 BACKGROUND AND CONTEXT

Under the above legal mandate, the Provincial Treasury must ensure effective management and oversight of supply chain and moveable asset management governance within the province.

The Provincial Treasury has identified strategic commodities with the aim of developing commodity and sourcing strategies for these identified commodities. *Security Services* was identified as one of the immediate priority areas in 2012 and a deep dive analysis into the commodity was undertaken to define the most appropriate and responsive sourcing strategy for the Province.

As a result, the Western Cape Government, via its Department of Community Safety commissioned an analysis of the security environment at provincial institutions during 2013. The assignment resulted in a security diagnostic being performed by an international security consultancy which incorporated benchmarking with international best practice from the United States of America and the United Kingdom. A diagnostic report and a security strategy that would be transversally applicable to all WCG provincial departments were developed in the process.

Cabinet adopted the Security Strategy as the WCG Security and Safety Strategy. The Strategy highlighted the development of a common vision and understanding on how best to manage greater safety and security within the province that is driven by the Department of Community Safety and provincial departments.

As a follow through from the Cabinet approved Safety and Security Strategy, the Provincial Treasury initiated a partnership with the Department of Community safety to tactically align a procurement strategy to the security strategy which resulted in the development of the Security Services Sourcing Strategy aimed at addressing the key issues highlighted by the gap analysis assessment in respect of standardisation; value for money purchasing and economies of scale.

The Provincial Treasury undertook in terms of implementation of the sourcing strategy for security, to incrementally issue minimum requirements to be adhered to by provincial departments when

procuring security services. Standardised processes and tools are furthermore envisaged in this regard. The first standardised tool to support greater coherence in the procurement of security services is the establishment of a transversal framework agreement for the provision of security services.

The framework agreement is in essence a pre-approved list of service providers that meet the requirements of tender and pricing requirements with a broader scope of services to be procured for a certain volume or quantity of services over a specific period and against an agreed sum or rate per item, established via a competitive procurement process. Its intent was to streamline the procurement of security services from the open market in order to fulfil Western Cape Government's strategic objectives, while maintaining transparency, fairness, and equitability in the procurement process. The main objective of the security framework agreement is to enable the WCG to appoint service providers to execute services over the term of the framework agreement on an "instructed basis", within its defined scope.

The initial framework agreement (bid number WCPT-01/2017/2018) commenced on 1 April 2019 and will come to its natural end on 31 March 2023. Twenty (20) service providers were awarded on the framework agreement where prices were averaged based on bidders tendered prices which allowed for equity to be divided amongst these bidders. This framework agreement was underpinned by a rotation model whereby a call-off is the assignment of security services to a service provider on the framework agreement, to be performed at an institution within a specific region.

After extensive engagements with stakeholders and lessons learnt from the previous process, it was concluded that a multi-source bidding process will be followed for the new framework agreement to appoint a service provider (s) as discussed in paragraph 2.5 hereunder.

The objective of the envisaged framework agreement is to enable the WCG to appoint one or more service provider(s) to execute services over the term of the Framework Agreement within its defined scope.

1.4 FRAMEWORK AGREEMENT CONDITIONS

- 1.4.1 No guarantees are made by the WCG that the approved service providers listed on the Framework Agreement will be issued with a minimum number of contracts during the set term of the Agreement.
- 1.4.2 No undertaking or any form of statement, promise, representation, or obligation shall be deemed to have been made by the WCPT or any of the provincial departments listed herein, in respect of the quantities and values of the Services to be ordered by them pursuant to this Framework Agreement being concluded.
- 1.4.3 Being appointed to this framework agreement would not confer an exclusive right to supply on service providers or guarantee that a service provider will receive any work at all under the Framework Agreement.
- 1.4.4 The Framework Agreement will enable provincial departments (including the Provincial Treasury) and entities, to award contracts on an instructed basis for the specified service solution with service providers awarded onto the framework agreement.
- 1.4.5 Provincial departments may award contracts through a multi-source bidding process. This decision would be based on the overarching principles of best value and best serving the strategic objectives of the Western Cape Government.

PART 1 – BIDDING PROCEDURES

2 INFORMATION TO BIDDERS

- 2.1** This bid is a multi-area framework agreement where the services to be rendered under this agreement will be located in different areas of the Western Cape Province. The Bidder may submit a bid for one or more security service solutions in one or more of the areas, according to their capability and ability to execute the contract.

2.2 DURATION OF THE FRAMEWORK AGREEMENT

- 2.2.1** The duration of this Framework Agreement will be for a period of three (3) years with an option to extend for a further twelve (12) months.
- 2.2.2** A Call-off (RFQ) contract cannot be awarded after the expiry of the term of the framework agreement.
- 2.2.3** Six (6) months prior to the expiration of the term of the Framework Agreement, departments and entities may conclude a call-off (RFQ) contract with approved service providers not exceeding a period six (6) months after the expiration of the term of the Framework Agreement.

2.3 BRIEFING SESSION

Bidders may attend the virtual briefing/ information session so that clarification on any uncertainties can be provided. Briefing session details are as follows:

Date: 5 December 2022

Time: 12H00 Noon

Venue: virtual session via Microsoft Teams

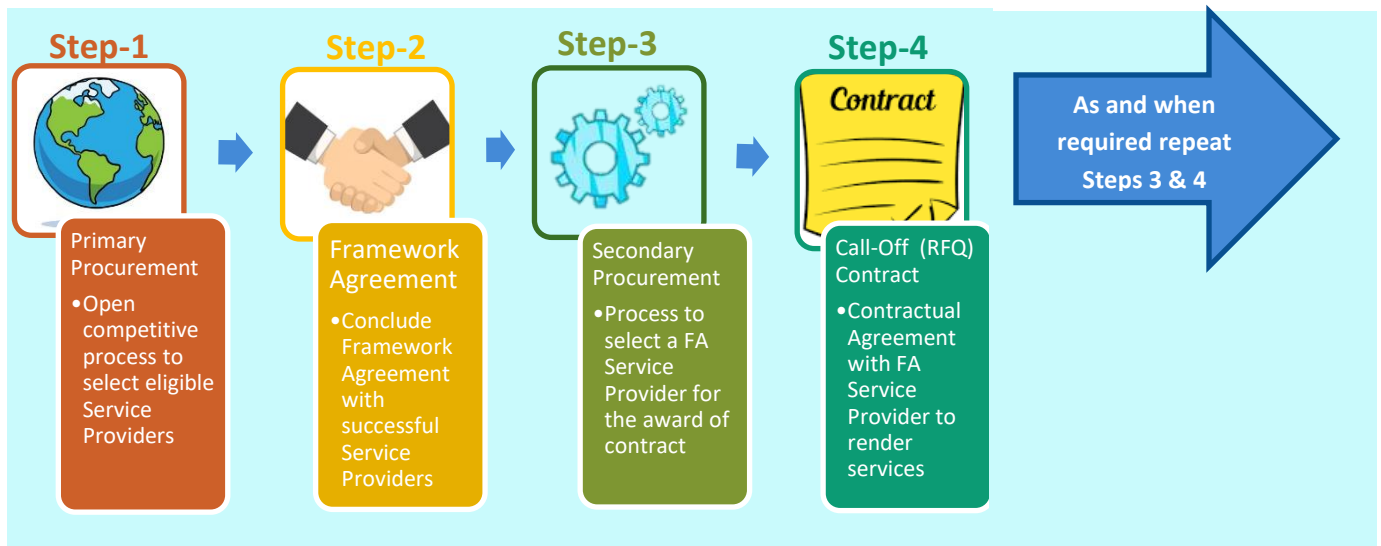
2.4 PARTICIPANTS TO THE FRAMEWORK AGREEMENT

- 2.4.1** Users as determined in this Framework Agreement constitute all WCG departments and public entities unless otherwise indicated by the respective Accounting Officer.
- 2.4.2** The Framework Agreement will be available for use by the Provincial Departments of the WCG and other organs of state. In terms of existing supply chain management legislation, it would be permissible for other organs of state to request participation on the Framework Agreement but only to the extent that the requirement conforms to the scope of the Framework Agreement. In the event of such requests, it would however be subject to the approval of the Provincial Treasury.
- 2.4.3** In terms of service solution one (1): Physical Guarding, Special Tactical Guarding, Special Events Management and Armed Response, service providers are encouraged to employ local labour within the area of eligibility (defined in par. 1.1) as far as possible.

2.5 FRAMEWORK AGREEMENT (FA) PROCUREMENT PROCESS

This FA procurement process is divided into the below four steps:

- | | |
|--|--|
| 2.5.1 Primary Procurement: | through an open, competitive procurement process the WCG selects eligible and competitive service providers. |
| 2.5.2 Framework Agreement (FA): | eligible service providers are invited to enter into the FA with the WCG. |
| 2.5.3 Secondary Procurement: | as and when required, through a multi-source bidding process, the procuring department/ entity evaluates offers of FA service providers. |
| 2.5.4 Call-off (RFQ) Contract: | a call-off contract is awarded to the successful FA service provider. |



3 PRIMARY PROCUREMENT

- 3.1** This process shall establish an Open Framework Agreement where service providers will be added to the framework agreement annually prior to the anniversary date of the framework.
- 3.2** The selection of a FA service provider to be awarded a Call-off Contract will be done through a Secondary Procurement process as defined in the Framework Agreement.
- 3.3** Bidders are required to submit originally certified copies of the following compulsory documents which need to be fully completed, signed where applicable and returned in order to submit a compliant bid. Failure to meet the compulsory requirements, whilst taking into consideration paragraph 3.4 below, will lead to disqualification of the bid.
- 3.4** Notwithstanding the contents of paragraph 3.3 above, if a bidder is actively registered on the Western Cape Supplier Evidence Bank (WCSEB) and there is a valid WCBD 4, WCBD 6.1 and B-BBEE Certificate/ Sworn Affidavit (if applicable) available on the WCSEB, it is not necessary to submit such documents with the Bid provided that the above documents are valid on the WCSEB at the time of bid closure and call-off (RFQ) stage (if applicable).

NO.	DOCUMENTS	RETURNABLE (COMPULSORY) DOCUMENTS	WHEN TO SUBMIT		
			Bid closure	Approval of Framework Agreement	At Call-off (RFQ) Stage
1.	Bid Submission checklist	✓	✓		
2.	Security Solution participation	✓	✓		
3.	WCBD 1: Invitation to Bid	✓	✓		
4.	WCBD 4: Declaration of Interests, Bidders Past SCM Practices and Independent Bid Determination	✓ (If not on WCSEB)	✓		
5.	PSIRA registration certificate	✓	✓		✓
6.	Certificate of Registration-National Bargaining Council for Private Security Services (NBCPSS)	✓	✓		✓

7.	PSIRA Letter of Good Standing	✓	✓		✓
8.	COIDA Letter of Good Standing	✓	✓		✓
9.	Provident Fund letter of Confirmation or letter from Private Security Sector Provident Fund (PSSPF)				✓
10.	Public Liability Insurance Document or Letter of Intent				✓
11.	Letter of good standing - National Bargaining Council for Private Security Services (NBCPSS)				✓
12.	Registration: Western Cape Supplier Evidence Bank (WCSEB)			✓	
13.	Registration: Central Supplier Database (CSD)			✓	
14.	Proof of provable presence or management control within the area the service provider applied to render a security service, if applicable. (Refer to paragraph 8.2.6)	✓ (If applicable)	✓ (If applicable)		

4 SECURITY SOLUTIONS

4.1 The WCG sourcing strategy makes provision for the following security solutions, but it must be noted that from time to time, as approved by the Provincial Treasury, additional security solutions will be advertised for other security solutions under this Framework Agreement to ensure a uniformed mechanism and governance platform that is managed across the WCG.

A. Security Solution 1: Physical Guarding, Special Tactical Guarding, Special Events Security Management and Armed Response.

B. Security Solution 2: Technology (Specialized Services including alarm installations)

C. Security Solution 3: Security services for Immovable assets

D. Security Solution 4: Access Control and Auxiliary Services: New Works

4.2 The below terms of reference provides for the advertisement of Security Solution 1: Physical Guarding, Special Tactical Guarding, Special Events Management and Armed Response.

4.3 It is required of bidders to indicate on the service solution participation form (above) for which security service category/ categories and applicable service item (s) per service category listed under Security Solution one (1) they are submitting an offer.

PART 2 – SCOPE OF WORK

5 SCOPE OF WORK: SECURITY SOLUTION 1

Physical Guarding, Special Tactical Guarding, Special Events Management and Armed Response.

The following security services are required to be rendered by service providers approved on the Framework Agreement:

A. Physical guarding	This service type of security is where a normal guarding solution will be required. Training and registration with the Private Security Industry Regulatory Authority (refer to as PSIRA hereafter) is required from grade A to grade C. Access and egress control of visitors, staff, clients and public is required.
B. Special Tactical Guarding	This type of security requires a more specialised solution and would encompass specialised guarding solutions such as venues where VIP's would be entertained, armed response situations, drone operations, crowd control, unrests, strikes, tactical responses, rapid responses and volatile situations. The service could also include K9 deployment and event management at some WCG sites or events. Training and registration with the PSIRA are required from grade A to grade D.
C. Special Events Security Management (Ad hoc service, as and when required)	This security solution requires services of registered private security companies to perform security services, for purposes of ensuring order and safety of persons attending an event. In addition, for deployed security officers and the service provider to being registered and trained in terms of PSIRA legislation, the service may require a solution which could include armed response solutions, drone operations and K9 deployment at some WCG sites or events.
D. Armed response inclusive of vehicle (including off-site control room)	Armed response is a 24 hour a day armed response service, which includes response to any emergency. Each response officer is equipped with a licensed firearm, pocketbook with pen, baton, gas, handcuffs, bullet resistant jackets, a uniform with clearly marked company logos and a company identification card. The service requires a solution which may include armed response solutions, drone operations, K9 deployment and event management at some WCG sites or events. Training and registration are required by PSIRA with a minimum Grade C training certificate. This solution could be coupled to a service providers ability to specialise in a security alarm installation which is a system designed to detect intrusion, such as unauthorized entry, into a building or other areas such as a home or school. The hub then sounds an audible alarm, sends you a notification (a phone call, text, or a notification on a mobile app), and must alert to a linked control room which monitors all alarms. This requires that service providers demonstrate their ability to provide site control of physical security requirements or their ability to provide armed response, qualified and professional controllers specifically trained to provide dedicated Control Room services to the WCG. Training and registration are required by PSIRA with a minimum Grade C training certificate.

6 AREAS WHERE SERVICES WILL BE REQUIRED TO BE RENDERED

6.1 In terms of the National Bargaining Council for the Private Security Industry Main Collective Agreement dated 20 February 2020, the areas were defined for year 1(2020), year 2 (2021) and year 3 until 2022. The renewed collective agreement to be issued will become applicable for this security framework agreement.

6.2 Currently the below areas are defined for year 3 until 2022 which is subject to change with the issuance of the renewed National Bargaining Council for the Private Security Industry Main Collective Agreement:

A. Area 1 and 2 (Western Cape):

Bellville, Goodwood, Kuilsriver, Mitchell's Plain, Paarl, Simon's Town, Somerset West, Simon's Town, Stellenbosch, Strand, The Cape (Metropole) and Wynberg.

B. Area 3:

All other towns.

6.3 This is a multi-area framework agreement; bidders will indicate per service category the service items they can provide and in which areas.

7 EMERGENCY PROCUREMENT

7.1 In emergency circumstances a procuring department/ entity must as the first point of departure utilise the existing service provider at a particular institution to address the need by expanding the services of the existing contract, regardless of the service category, provided that the decision-making process dictates that this is the most viable option. The service provider must however be eligible to render the service being added via the emergency expansion. Should the service provider not be eligible to render the required service, an eligible service provider must be identified from the framework agreement to render the service.

7.2 Should there be no existing security services on site, but the required service is on the framework, the institution must utilise its own emergency procurement policy outside of the framework agreement to procure the required services for an interim period up until such time that the risk assessment is concluded after which the normal RFQ process via the ePS must apply. If practically possible, framework service providers should be approached to render the interim service.

7.3 Should the required service not be on the framework or there are no eligible service providers, the department can procure the required service via its SCM emergency process. This process is subject to consultation with the PT and DoCS prior to the award. Should the emergency be of such a nature that consultation process is not practical, the reasoning must be documented when documenting the emergency procurement in terms of the Department's policy.

8 THE BID CONDITIONS

8.1 General conditions of bid

8.1.1 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. The Special Conditions of Contract (refer to as the SCC hereafter) are supplementary to that of the General Conditions of Contract. The Terms of Reference of this bid, the bidder's offer, the GCC and the Service Level Agreement (refer to as the SLA hereafter) will form part of this agreement. Where, however, the SCC are in conflict with the GCC, the SCC will prevail.

8.1.2 The WCG and all service providers participating in the Transversal Framework Agreement 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. Any breach of contract will be dealt with in accordance with the GCC.

- 8.1.3 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.
- 8.1.4 The WCPT 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:
- a) Changed circumstances and there is no longer a need for the services specified in the invitation;
 - b) Funds are no longer available to cover the total envisaged expenditure;
 - c) No acceptable tender is received; and
 - d) There is a material irregularity in the tender process.
- 8.1.5 The WCPT 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.
- 8.1.6 Bidders are required to submit the following completed bidding documents which must be returned with the bid offer unless the bidder is currently actively registered on the WCSEB with a valid WCBD 4 at the time of bid closure. Failure of which will render the offer non-compliant:

A. Western Cape Bidding Document (WCBD) 1: Invitation to bid; and

B. Western Cape Bidding Document (WCBD) 4: Declaration of Interests, Bidders Past SCM Practices and Independent Bid Determination, if not maintained on the WCSEB (Attached as annexure A).

It is also required for service providers to be actively registered on the below databases at the time of the award of the Framework Agreement:

A. Western Cape Supplier Evidence Bank (WCSEB) - registered with duly updated regulatory documents as prescribed in paragraph 8.2.2 and paragraph 8.2.3 below including the WCBD 4 - Declaration of Interest; and

B. Central Supplier Database (CSD) - registered and active with a valid Tax status.

To note the regulatory documents submitted with this bid submission will be updated on the WCSEB should bidders be registered, but if bidders are not registered, they are requested to register by completing the attached (**Annexure C**) registration form and submitting it to the Procurement Client Centre.

- 8.1.7 All service providers who are currently registered on the CSD are also required to update their status on the WCSEB as it relates to the security services requirements on the WCSEB. Enquiries regarding the registration process may be referred to the:

Procurement Client Centre

2nd Floor, 4 Waterford Place Century City

Tel: 021 833 5361

Email: wcseb@westerncape.gov.za.

- 8.1.8 All prospective bidders who are not registered on the Central Supplier Database (CSD) are requested to self-register on www.csd.gov.za or contact the Procurement Client Centre to assist with registration.

8.2 Special conditions of bid

- 8.2.1 The Private Security Industry Authority (PSIRA) was established in terms of section 2(1) of the Private Security Industry Regulation Act, 2001 (Act 56 of 2001). The National Bargaining Council for Private Security Sector (NBCPSS) was registered and became fully effective when the main collective agreement between the employers and trade unions was published in February 2020 and

replaced the Sectoral Determination as previously published. The PSIRA and NBCPSS have compliance documentation that must be obtained and maintained by all private security service providers.

- 8.2.2 To ensure compliance to these regulatory bodies, the following valid documentation must be submitted with the bid documents and must be valid at the time of the approval of the Framework Agreement:

To note: Should any of the below documents expire prior to the award of the framework agreement, updated, valid documents will be requested from bidders prior to the approval of the framework agreement.

A. PSIRA Registration Certificate

- (i) Proves that the service provider is registered with PSIRA to provide a security service.
- (ii) In terms of PSIRA requirements all certificates for Service Providers are valid for one year.

B. Certificate of Registration - National Bargaining Council for Private Security Services (NBCPSS)

- (i) As per the NBCPSS Main Collective agreement of November 2019 and gazetted in February 2020, all private security service providers must be registered with the NBCPSS.
- (ii) Registration to the NBCPSS is once-off as the certificate remains valid as long as the service provider is operating.

C. PSIRA Letter of Good Standing

- (i) Proves that the company is up to date with its payments to PSIRA.
- (ii) This letter is valid for three months.

D. COIDA Letter of Good Standing

- (i) Relates to the Compensation for Occupational Injuries and Diseases Act 130 of 1993 (as amended).
- (ii) Confirms that there is no outstanding claims / debt on the entity's Compensation Fund record.
- (iii) The letter is valid for a year except where payment arrangements were made.
- (iv) Note: The type of business as listed on the certificate has no bearing on the requirements for Security Risk Management since that is solely of use for the Department of Labour.

- 8.2.3 The documents listed in paragraph 8.2.2, together with the compliance documents listed in this paragraph 8.2.3, must be maintained by the service provider on the WCSEB for the duration of the Security Framework Agreement. These documents must be valid at the time of submitting offers via the e-Procurement Solution (ePS), failing which, the service provider(s) will not be invited to participate in the Call-off (RFQ) process, which means they will not be able to provide a quotation, regardless of whether the service provider meets the other requirements of risk rating, service and area eligibility.

A. Provident Fund letter of Confirmation or letter from Private Security Sector Provident Fund (PSSPF)

- (i) Confirms that the company is registered and actively participate with the fund in terms of Sectoral Determination 6, as amended.
- (ii) This letter of confirmation is valid for 2 months.
- (iii) Other fund – As per the PSSPF rules, companies may belong to another provident fund. Approval must be obtained from the PSSPF and such approval is required as part of the legislative requirements to verify compliance.

B. Letter of good standing (Confirmation of registration and paid-up levies) - National Bargaining Council for Private Security Services (NBCPSS)

- (i) The service provider pays monthly contributions to the NBCPSS.
- (ii) The NBCPSS Good Standing certificate is only valid for 30 days from the last issue date.

8.2.4 The following compliance document must be maintained by the service provider on the WCSEB for the duration of the Security Framework Agreement. The document must be valid at the time of submitting offers via the e-Procurement Solution (ePS), failing which the service provider's offer will be rendered non-compliant.

A. Public Liability Insurance Document

- (i) Public liability insurance is vital for any company. Protecting the service provider and their employees if they are found legally responsible for third party property damage or bodily injury caused during business.
- (ii) As part of a company estimating cost to deploy a security official, they should include public liability as part of their overhead costs (see PSIRA pricing guide notes).

8.2.5 Additional documents may be requested by procuring entities, as and when required in terms of specific security services, such as the Occupational Health and Safety Plan.

8.2.6 It is required that a service provider either have a registered office/ control room **or** provable presence within the area they are tendering, **or** the service provider must indicate in its response to the bid the mechanisms the service provider will use for the management control of the guards in that area in the absence of a physical office in the area. This requirement will also be assessed by DoCS during the operational risk assessments.

8.2.7 The following examples, but not limited to, of provable presence and management control is provided:

8.2.7.1 Security services rendered within the last five (5) years within the area (s) an application is submitted in terms of this Framework Agreement, references/evidence to be provided. Operational deployment plans, monthly operational plans and Service Level agreements/ contracts awarded may be submitted as proof; and

8.2.7.2 Satellite office within the area (s) an application is submitted in terms of this Framework Agreement.

8.2.8 Although the above indicates that a registered office/ control room is not required within the specific area a bidder applies for, it should be noted that the bidder must have a registered office/ control room located within the Western Cape Province.

8.2.9 It is also a condition of bid that the service provider's Director (s), Security Officers and Administration staff have undergone police clearance verification or obtained clearance from the State Security Agency (refer to as SSA hereafter). No Security officer with a criminal record will be permitted to be deployed to any WCG premises. It remains the prerogative of the WCG to do random verification on such police clearances. The presentation or submission of PSIRA issued certificate does not constitute proof of a Security Officer's criminal record.

9 EVALUATION PROCESS FOR THE FRAMEWORK AGREEMENT

9.1 The procedure for the evaluation of Security Solution 1 is as follows:



**PHASE 1:
COMPLIANCE TO
BID CONDITIONS**



**PHASE 2:
FUNCTIONALITY
ASSESSMENT**

9.2 PHASE 1: COMPLIANCE TO COMPULSORY REQUIREMENTS OF BID

- 9.2.1 During this phase, bids are evaluated for compliance to the compulsory requirements of the bid (bid conditions) inclusive of all relevant bid documents being duly completed, signed and submitted as part of the bid and that all supporting documentation were provided in line with the conditions of the bid. Failure to comply with these requirements **will** result in disqualification of the bid.

9.3 PHASE 2: FUNCTIONALITY ASSESSMENT

- 9.3.1 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 takes into account quality, reliability, viability and durability of a service and the bidder's technical capacity and ability to execute a contract.
- 9.3.2 For the purposes of this bid, functionality will be determined by way of an operational risk assessment. The operational risk assessment will be performed in terms of an evaluation performed by the Department of Community Safety (DoCS) according to the criteria set out in the Operational Risk Assessment hereto attached as **Annexure F**.
- 9.3.3 Thereafter, an operational risk assessment will be completed annually, unless an earlier assessment is prompted by the service provider reporting a material change, which may impact their risk rating and area of eligibility, to the Provincial Treasury. A material change may include, but is not limited to, relocation of the business, expansion of security services and liquidation. An earlier assessment may also take place at the request by the WCG.
- 9.3.4 Methodology of the operational risk assessment:
- A.** When determining functionality, consideration is given to quality, reliability, viability and durability of a service and the bidder's technical capacity and ability to execute the contract.
 - B.** In accordance with section 5 of the PSIRA regulations, every security business applying for registration as a security service provider must, for the purposes of compliance with the provisions of section 23(2)(b) of the Act have the infrastructure as listed under Infrastructure and capacity necessary to render a security service and as such the operational risk assessment will assess whether the prospective security business has the capacity, knowledge, infrastructure, support and systems in place to deliver the security service.
- 9.3.5 The Department of Community Safety (DoCS) 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. For this purpose, all service providers are required to complete the above

Participation Form with address details of all their offices from where they intent to provide a security service(s) as part of this Framework Agreement.

9.3.6 Service providers will achieve a functionality assessment score per security category/ categories and service items per category, which is then converted to a risk rating that will enable WCG to make an informed decision as to the level of expected service and the risk tolerance that the WCG is willing to absorb.

9.3.7 The operational risk assessment will result in a functionality score that will equate to a risk rating per service provider as depicted in Table 1, below.

Table 1: Security Service Provider Risk Categorisation Scorecard

FUNCTIONALITY SCORE	SUPPLIER RISK RATING
0-40%	Extreme
41-60%	High
61-80%	Moderate
81-100%	Low

9.3.8 The operational risk assessment will result in a process of elimination in respect of qualifying service providers in the relevant security categories, service items per category and NBCPSS compliance having a minimum qualifying score of 61% per area and to the WCG's acceptable supplier risks tolerance categories of moderate and low.

9.3.9 Bidders who do not meet these respective minimum qualifying scores (i.e. high and extreme categories) will not be considered for further evaluation.

9.4 Operational Risk Assessment

9.4.1 The WCG adopted the ISO 9000 risk methodology to determine acceptable levels of risk, as illustrated in Table 2 below.

Table 2: ISO 9000 Risk Classification Chart

SRM Risk Matrix							
Risk			Risk category	Impact			
Risk rating	response	Action required	Human Impact	Minor injury requiring first aid treatment.	Moderate injury requiring professional intervention	Major injury leading to hospitalisation, long-term incapacity/ disability	Incident/leading to death, an event impacting on a large number of staff
Red = extreme 12-16	avoid/reduce	Escalate to head of facility/dept. A detailed treatment plan must be implemented to reduce risk rating with at least monthly monitoring and reporting	Financial	No/brief disruption to operation and/or insignificant/minor impact on financial targets (budget); <10m R; <1% assets.	Partial Loss of operation and/or moderate impact on financial targets (budget); >10m R <35m R; >1%<5% of assets.	Partial Loss of operation and/or significant impact on financial targets (budget); 35m R <120m R; >5%< 30% of listed assets	Substantial loss of operation and/or material impact on financial targets (budget); >120m R; <30% of listed assets
Orange = high 6-8	reduce/ transfer/ share	Escalate to senior management. A detailed treatment plan must be implemented to reduce risk rating and must be	Service Delivery	Minor impact on front line service delivery. Performance indicators and targets will still be achieved	Noticable impact on front line service delivery. Achievement of performance indicators and targets are at risk	Major impact on front line service delivery <20% negative variance on achievement of performance indicators and targets. Key objective not met	Critical, long term impact on front line service delivery >20% negative variance on achievement of performance indicators and targets. Key objective not met
Yellow = moderate 3-4	transfer/ share	Specify management accountability & responsibility. Compile and implement treatment plan to reduce risks	Infrastructure Damage	Minor damage or loss of <5% of assets	Damage or loss of <20% of assets	Extensive damage or loss <50% of assets	Destruction or complete loss of >50% of assets
Green = low 1-2	accept	Manage by routine procedures. Monitor trends	Information	Compromise of information otherwise available in the public domain.	Minor compromise of information sensitive to internal interests.	Compromise of information sensitive to organizational operations and interests.	Compromise of information with significant ongoing impact.
			Reputation	Local mention only. Short-term reduction in public confidence. Freedom to operate unaffected. Elements of public expectation not being met.	Scrutiny by Executive, internal Committees or audit to prevent escalation. Short term local media concern. Reduction in public confidence.	Persistent national concern. Scrutiny required by external agencies. Long term 'brand' impact. Service well below reasonable public expectation.	International concern. Governmental inquiry or sustained adverse national/international media. 'Brand' significantly affects organizational abilities. Total loss of public confidence.
			Business Interruption	Interruption of less than a day	Interruption of less than 7 days	Interruption of between 7 and 14 days	Permanent loss of a service or longer than 14 days.
			DESCRIPTION	1 Low	2 Moderate	3 High	4 Extreme
likelihood	4	almost certain	Adverse event/opportunity will definitely occur (more than 80% likelihood of occurring). It is likely to occur more than once in the next 12 months.	4 Moderate	8 High	12 Extreme	16 Extreme
	3	likely	Likely that the adverse event/opportunity will occur (51 – 80% likelihood of occurring). History of occurrence internally or at similar institution. It is likely to occur in the next 12 – 36 months.	3 Moderate	6 High	9 High	12 Extreme
	2	moderate	Unlikely but there is a slight possibility that the adverse event/opportunity will occur (21 - 50% likelihood of occurring). There is an above average chance that the adverse event/opportunity will occur at least once in the next 36 – 60 months.	2 Low	4 Moderate	6 High	8 High
	1	unlikely	Highly unlikely that the adverse event/opportunity will occur (0 – 20% likelihood of occurring). The adverse event/opportunity occurs infrequently and is unlikely to occur in the next 5 years.	1 Low	2 Low	3 Moderate	4 Moderate

- 9.4.2 All prospective service providers who submit a bid will undergo an operational risk assessment to determine their respective functional abilities and level of risk to the WCG in respect of each security category/ categories and service items per category assessed.
- 9.4.3 The automated processes associated with the operational risk assessment provides for the immediate determination of the said risk rating of potential service providers on completion of the operational risk assessment.
- 9.4.4 The service provider's risk rating remains valid for a year after which it will be reviewed annually by the Department of Community Safety (DoCS) according to the criteria set out in the attached Operational Risk Assessment.
- 9.4.5 Prospective service providers who do not meet the minimum qualifying score of 61% per security category/ categories and service items per category, at the completion of the operational assessment will not be considered for further evaluation in respect of the non-qualifying security service.
- 9.4.6 In effect, this means that prospective service providers could qualify for certain security categories, applicable service items per service category and town, while being disqualified for other security categories and applicable service items per service category where they do not meet the minimum requirement of 61%.

9.4.7 Below is a diagrammatical representation of the service categories namely; Physical Guarding, Special Tactical Guarding, Special Events Management and Armed Response:

A. Physical Guarding					
	Date assessed	Score	Percentage Score Achieved	Risk Rating	Recommendation
	0	0	0	Not assessed	Not assessed
Physical Guarding Central Room	31	0	Not assessed	Not assessed	Please refer to report
K9	49	0	Not assessed	Not assessed	Please refer to report
Special Events Security Management	51	0	Not assessed	Not assessed	Please refer to report
Physical security officers	15	0	Not assessed	Not assessed	Please refer to report
Security Vehicles	5	0	Not assessed	Not assessed	Please refer to report
National Bargaining Council	Compliant				

C. Special Events Management					
	Date assessed	Score	Percentage Score Achieved	Risk Rating	Recommendation
	0	0	0	Not assessed	Not assessed
Physical Guarding Central Room	31	0	Not assessed	Not assessed	Please refer to report
Drum	7	0	Not assessed	Not assessed	Please refer to report
Armed Guarding	22	0	Not assessed	Not assessed	Please refer to report
K9	49	0	Not assessed	Not assessed	Please refer to report
Special Events Security Management	51	0	Not assessed	Not assessed	Please refer to report
Physical security officers	15	0	Not assessed	Not assessed	Please refer to report
Security Vehicles	5	0	Not assessed	Not assessed	Please refer to report
National Bargaining Council	Compliant				

B. Special Tactical Guarding					
	Date assessed	Score	Percentage Score Achieved	Risk Rating	Recommendation
	0	0	0	Not assessed	Not assessed
CCTV Central Room operation	46	0	Not assessed	Not assessed	Please refer to report
Drum	7	0	Not assessed	Not assessed	Please refer to report
Armed Guarding	22	0	Not assessed	Not assessed	Please refer to report
K9	49	0	Not assessed	Not assessed	Please refer to report
Physical security officers	15	0	Not assessed	Not assessed	Please refer to report
Special Tactical Vehicles	29	0	Not assessed	Not assessed	Please refer to report
National Bargaining Council	Compliant				

D. Armed Response					
	Date assessed	Score	Percentage Score Achieved	Risk Rating	Recommendation
	0	0	0	Not assessed	Not assessed
CCTV Central Room operation	46	0	Not assessed	Not assessed	Please refer to report
Drum	7	0	Not assessed	Not assessed	Please refer to report
Armed Guarding	22	0	Not assessed	Not assessed	Please refer to report
K9	49	0	Not assessed	Not assessed	Please refer to report
Physical security officers	15	0	Not assessed	Not assessed	Please refer to report
Armed Response Vehicles	3	0	Not assessed	Not assessed	Please refer to report
National Bargaining Council	Compliant				

9.4.8 The WCG reserves the right to award a call-off (RFQ) to a service provider assessed to have a higher risk rating than that of the WCG facility at which the service is to be rendered, as demonstrated below:

Table 3: Risk Comparison Chart

OA RISK RATING		WCG FACILITY RISK			
0-40%	Extreme	None			
41-60%	High	None			
61-80%	Moderate	Moderate	Low		
81-100%	Low	Extreme	High	Moderate	Low

9.4.9 Service Providers achieving a score between 61% and 80%, will only be considered for facilities with a moderate and low-risk rating.

9.4.10 Service Providers achieving a score between 81% and 100%, will be considered for facilities with a low, moderate, high, and extreme risk rating.

9.4.11 The Operational Risk Assessment (ORA) risk rating will be calculated as follows:

Percentage Score Achieved = $\frac{\text{Total Score Achieved}}{\text{Maximum Possible Score}}$
Risk Rating for Security Category = Total Percentage achieved translated to the above risk matrix (Low, Moderate, High and Extreme)

9.4.12 Service providers will be categorized to allow for the appropriate matching to the facility's requirements.

Table 4: WCG Facility Risk Classification Chart

Risk Rating	DESCRIPTION	POSSIBLE IMPACT
Low	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. Countermeasure actions to mitigate these should be implemented as convenient as they will enhance security overall.
Moderate	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 are moderate. Countermeasure actions to mitigate these should be implemented in the near future
High	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. Countermeasure actions to mitigate these should be implemented as soon as possible. Senior Management intervention required.
Extreme	No to Very Few (0% - 40%) of the elements of the security program of the institution have been implemented	Imminent danger exists. 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 should be implemented immediately

9.4.13 The WCPT will provide formal feedback to unsuccessful bidders in respect of developmental gaps identified in the operational assessment as part of its Supplier Development Initiatives.

9.5 OPERATIONAL RISK ASSESSMENT QUESTIONNAIRE

9.5.1 While the operational risk assessment will be done by means of personal interviews, site visits and reference checks, the operational risk assessment is guided by Regulation 5 of the Private Security Industry Regulation Act, 2001 (Act No. 56 of 2001).

9.5.2 The operational risk assessment questionnaire is structured in such a manner that a set of questions relating to a specific security service function, may be applicable to more than one security service category/ categories and service items per category.

9.5.3 The operational risk assessment will include but is not limited to the evaluation of the following aspects of delivering a security service to the Western Cape Government.

a) Management profile

In accordance with the Private Security Industry Regulations Act (56/2001), hereafter referred to as the Act, it is important to have a good leadership of any business. Proper management will ensure focus and direction. It will also allow that all legal and governance aspects are properly addressed through appointment of competent support staff and the establishment of proper business processes.

b) Communication

Key to any relationship is communication. A proper and clear communication plan ensures all staff know what is expected of them. It will allow that information is communicated within the organisation through proper channels set. This will also lead to a proper communication to its clients. Furthermore, with technology changing daily, it is important to stay abreast with such and to ensure your staff receives communication when required.

c) Training

Training within the security industry is regulated by section 23 (1) of the Act. It is imperative that service providers ensure that a security officer placed at a duty point, that security officer is properly trained to the site requirements and site standard operating procedures. With the security industry being the first point of contact at WCG buildings, training such as client care,

communication skills, computer literacy, etc. would ensure security officers are able to provide quality services. In addition, the use and management firearms are regulated in terms of the Firearms Control Act (60/200) and in terms of SASSETA standards to ensure proper use of firearms and the registers when firearms are issued.

d) Control Room

A CCTV control and monitoring room means the secure area of a building where CCTV is monitored and where data is retrieved, analysed and processed (Note – not just the private security service provider's own private working area but also a remote location). The screens and monitors within the control room are linked to surveillance cameras and alarm zones placed in public places, buildings, and places such as offices, laboratories, construction sites, etc. to detect and prevent crime, and protect people. A CCTV (closed circuit television) operator works in a CCTV control and monitoring room, monitoring and controlling a series of screens. The physical inspection of the CCTV control room or Command Centre with the delegated and authorised official from the private security service provider will form part of the operational risk assessment to determine, inter-alia, whether the private security service provider can render several security services other than normal physical guarding. Due to the specialised nature of the function, CCTV operators are required to be computer literate, trained in CCTV operations, and have obtained a minimum PSIRA Grade B registration. Proof of such training will be required.

e) Security Vehicles

How security vehicles are equipped with technology, communication with their control room, whether the vehicles are properly marked as security vehicles and if the vehicles movements are tracked by the command centre or control room.

f) Firearm Management

In addition to the Act, the management, training and use of firearms is regulated in terms of the Firearm Control Act (60/200). To ensure compliance the operational risk assessment evaluates, inter-alai, how the firearm registers are managed, where firearms are stored and the controls in place to monitor firearms.

g) K9 Care, transport, and Dog Handler training

The management, training, and transport of K9's and their handlers in the security industry are Regulated in terms of the Performing Animals Protection Act, (24/2016), as amended. The operational assessment of this service type includes, but is not limited to, how the K9's is trained, how registers of K9's are kept, the size and conditions of the kennels, how the K9 handlers records are kept, K9 handlers training certificates, how the K9 vehicles are marked and how the K9 vehicles are equipped.

h) Armed Response Vehicles

The use and management of armed response vehicles must be done in accordance with the Act and includes the manner in which vehicles are equipped, the signage required and the tracking of such vehicles.

i) Special Events Security Management

Assessment of special event security management is guided by the draft amendment of regulation 4 of the PSIRA Code of Conduct and as such the following is assessed, if the security service provider has the training certification as issued by the PSIRA, events training the security business may provide and if applicable, if exemption from the Minister of Police to use stewards at events has been acquired.

j) Drone Operators

Drone usage must be done in accordance with the Act and the Remote Operators Certificate (ROC) issued by the South African Civil Aviation Authority (SACAA) and includes the abilities and licensing of drone operators, the qualifications to operate a drone, the number of drones available and night vision capacity.

10 APPROVED FRAMEWORK AGREEMENT WITH SERVICE PROVIDERS

10.1 The WCG will conclude a framework agreement with each service provider who meets the compliance and functionality assessment requirements mentioned above per security category/ categories and applicable service items per category. Service providers will be categorised on the list as follows:

- A. Service provider risk rating (based on operational assessment);
- B. Area of eligibility (based on operational assessment); and
- C. Service eligibility (based on the operational assessment).

10.2 It must be noted that the strategic sourcing strategy (multi-source bidding) of the security service solution one (1) will be enabled via the eProcurement Solution (ePS) including the WCSEB and hence service providers' profiles in terms of the compulsory documentation cited in paragraphs 8.1 and 8.2 above must be maintained by service providers on the WCSEB.

10.3 Adding service providers to the framework agreement:

A. Current service providers

- (i) Current service providers on the framework agreement are required to notify the Provincial Treasury if there are materially changed circumstances in terms of services and area of eligibility for review by the WCG to ensure that any amendments are updated on the framework agreement, if applicable. The same terms and conditions as cited in these terms of reference would apply;
- (ii) A material change as discussed above may include, but is not limited to, relocation of the business, expansion of security services, liquidation, area of eligibility, or on request by the WCG etc.
- (iii) The onus is on the service provider to submit a formal request to the Provincial Treasury.
- (iv) The service provider will be required to undertake a self-assessment by completing the operational risk assessment (Annexure F) which must be submitted to the WCG to determine whether the material change will impact the service provider's risk rating.
- (v) Upon conclusion of the self-assessment, the Department of Community Safety (DoCS) will evaluate whether the application for re-evaluation constitute a material change and conclude such after consultation with the service provider.

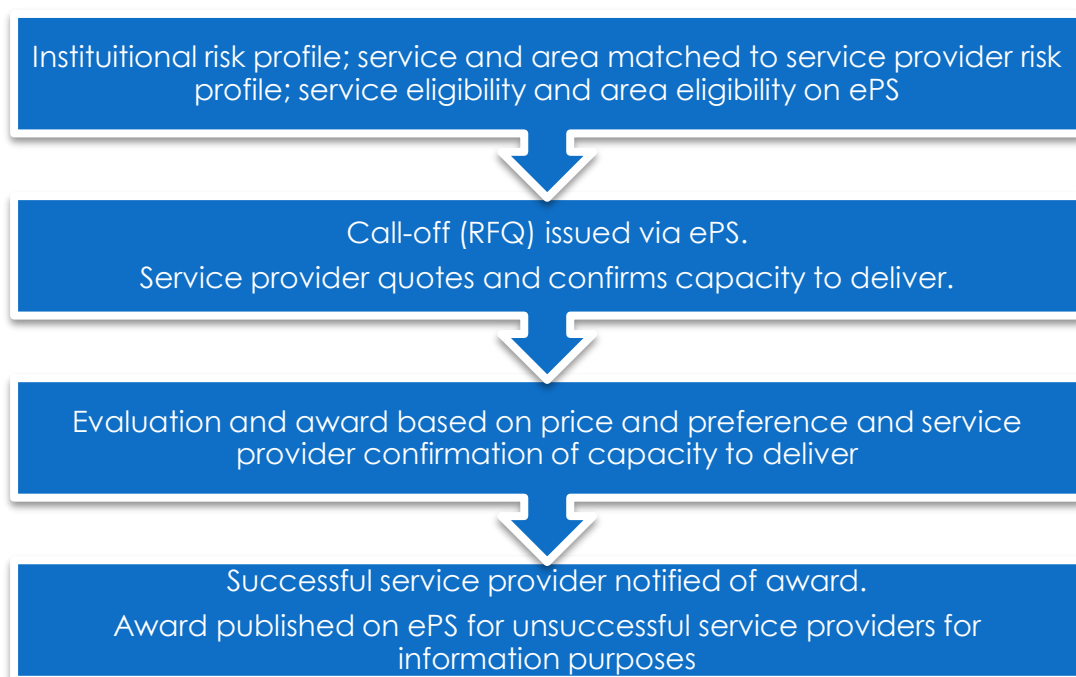
B. Adding service providers to the Framework Agreement

- (i) The Provincial Treasury will prior to the anniversary date of the framework agreement place an advertisement for service providers to be added to the Framework Agreement based on the same terms and conditions of this terms of reference. Meaning the same bid specification will be advertised to request bid offers from other service providers.
- (ii) Annually, on 1 April, the additional service providers will be added to the framework agreement unless otherwise decided by the Provincial Treasury.
- (iii) The same evaluation process as per paragraph 9 will be followed to add service providers to the framework agreement.

11 SECONDARY PROCUREMENT

11.1 After a framework agreement is concluded with each service provider, procuring departments and entities will procure security services, through a multi-source bidding process amongst all service providers that are found to be eligible to provide the service (s) in said area (s).

- 11.2 The following steps will be followed when procuring security services via the ePS:
- A. In terms of the engagement model, the procuring entity must consult the Department of Community Safety (DoCS) on the risk assessment profile of the relevant institution where the services are required (the risk assessment model is explained in paragraph 9.4 above);
 - B. The eligible service providers will be identified for the respective security category/ categories and service items per category in the relevant area based on the outcome of the matching of a service provider's risk profile to the facility risk profile on the eProcurement System (ePS);
 - C. All eligible service providers will be requested to provide quotations in respect of the call-offs (RFQs) via the ePS; The pricing instructions hereunder must be adhered to;
 - D. Service providers will be requested to confirm capacity to provide the required services when responding to call-offs (RFQs);
 - E. The procuring entity will evaluate and award the contract to a service provider based on price and preference as well as capacity to deliver and this will be communicated to the successful service provider. The unsuccessful service providers will be notified of the award via the ePS; and
 - F. The successful service provider will be requested to complete and submit a valid Western Cape Bidding Document (WCBD 7.1): Contract Form, attached as Annexure B.
- 11.3 Additional factors that will be considered during the evaluation of the Call-off (RFQ) include the ability of a service provider to execute the contract where the service provider is encumbered by other contracts under this framework agreement, the workload of which is deemed by either WCG or the eligible service provider likely to impair the service provider's ability to undertake and deliver on the proposed contract, and whether the service provider has a record of unsatisfactory performance during the execution of previous contracts under this framework agreement.
- 11.4 The above process is diagrammatically depicted hereunder:



11.5 PRICING INSTRUCTIONS FOR CONTRACTS EMINATING FROM CALL-OFFS (RFQs)

- A. It is expected that the service provider shall pay its employees at least a minimum monthly basic wage in accordance with the collective agreement concluded in the National Bargaining Council for the Private Security Sector gazetted on 20 February 2020 (subject to change as periodic issuance of collective agreements).
- B. When calculating the cost to procure security services, and for the purposes of this bid document, departments will use the PSIRA Illustrative Contract Costing Guideline dated 2 March 2022 and any future issuance of the illustrative guides as guideline prices.
- C. The PSIRA confirms that the illustrative guidelines are intended to negate or minimise unfair competitive business practices which arise from non-compliance with minimum conditions of employment by security businesses, and hopefully promote and encourage fair and legal competitive market practices within the Private Security Industry.
- D. It is important for all prospective bidders to be aware of the statutory obligations which security businesses have towards their employees and third parties in terms of the labour law, insofar as conditions of employment are concerned.
- E. It is the responsibility of service providers to ensure uninterrupted security service at all sites; therefore, the appointed Service Provider must provide sufficient site relievers for lunch, smoke, tea and toilet breaks at their own cost.
- F. Submitted offers at Call-off (RFQ) stage to specify how many relievers will be on site for each shift and a detailed calculation of how the amount was determined should form part of the proposal document. Relieve Officers must be trained to secure the site in the event of the need to relieve staff.
- G. Annual Price Adjustment: where applicable the annual price adjustment will be effective on 1 March and be based on the National Bargaining Council for the Private Security Sector gazetted on 20 February 2020.
- H. The WCG wishes to ensure that the security services provided for under the Framework Agreement represent value for money and as such reserve the right to negotiate pricing provided that the rates are in line with the relevant PSIRA regulated rates.

12 CLUSTERING OF FACILITIES

- 12.1 The WCG may cluster certain facilities at call-off (RFQ) stage based on their requirements.

13 MANAGEMENT OF THE FRAMEWORK AGREEMENT

- 13.1 The Provincial Treasury will be responsible for the overall management of the Framework Agreement and will collect management information from user departments in terms of usage and service levels maintained by service providers, during the tenure of the Framework Agreement.
- 13.2 End user departments will be responsible for the management of supplier performance in terms of awarded contracts.
- 13.3 Where the Service Provider fails to render the Services in terms of this Framework Agreement, penalties for the failure will be payable to WCG.
- 13.4 Penalties levied against the service provider shall be determined and levied by the relevant end user Department with reference to the Security Service Standards which will be included at call off/RFQ stage.
- 13.5 Penalties and warnings will apply at the contract call-off stage, where a maximum of transgressions as set out in the relevant SLA, or less in extraordinary circumstances and on good

cause shown, will be allowed before a service provider will be removed from the Framework Agreement under the guidance of the Department of the Premier, Legal Services.

- 13.6 In instances where the severity of the penalty or transgression leads to extensive loss of government assets or fatalities, the process to delist a service provider from the Framework Agreement will be commenced under the guidance of the Department of the Premier, Legal Services. In such instances warnings may not apply and immediate removal from the Framework Agreement will be explored.
- 13.7 The Provincial Treasury will establish a monitoring mechanism via the ePS to manage the framework agreement and performance of service providers who have been awarded contracts under the framework agreement. Feedback from departments in respect of risks to be identified as well as risk mitigation measures for implementation.
- 13.8 The Provincial Treasury may engage service providers where ongoing contract failure, or any other risks are observed. It is however primarily envisaged that departments would manage the contract performance in terms of their own contracts and that escalation to the Provincial Treasury would be the exception.
- 13.9 The relevant stakeholders to fulfill the following roles and responsibilities but is not limited to:
- 13.9.1 Electronic Procurement System (ePS)
- (a) Provincial Treasury role
Responsible for the enablement and maintenance of the system;
 - (b) Department role
Uploading of the Request for Quotation (RFQ) to all eligible and active service providers
 - (c) Service providers
Update compulsory Private Security Industry Regulatory Authority (PSIRA), National Bargaining Council for Private Security Sector (NBCSS) and Department of Labour compliance documents timeously on Western Cape Supplier Evidence Bank (WCSEB); and
Only eligible service providers will receive call-offs (RFQ) with a specific closing date.
- 13.9.2 Contract Management.
- (a) Department role
 - (i) Select and award the preferred service provider via the ePS. Concluding and signing of the contractual documents including SLA with the recommended service provider, Uploading of the contractual information on ePS (reporting requirements).
 - (ii) It is the procuring entity's responsibility to maintain detailed records of the defaulting party's non-performance and of any steps taken by the contract manager to ensure that performance is rendered in accordance with the provisions of the contract.
 - (b) Department of Community Safety role
 - (i) Provide assistance and guidance to entities when requested.
 - (c) Provincial Treasury role
 - (i) Responsible for the overall management of Security Framework Agreement. Collect management information from client departments in terms of usage and service maintenance levels of service providers.
 - (ii) Provide assistance and guidance to entities when requested.
- 13.9.3 Challenges experience with compliance documents from the Private Security Industry Regulatory Authority, National Bargaining Council for Private Security Sector and Department of Labour:
- Service provider to directly contact the relevant regulatory authorities pertaining to the challenges experienced with the issuing of the updated complaints documents.

- 13.9.4 Liquidation of service providers
Service provider (s) to inform the Provincial Treasury on any liquidation applications to court. Department to inform PT if any liquidation applications is brought to their attention.

14 SERVICE INFORMATION

14.1 SERVICE OVERVIEW

- 14.1.1 The WCG requires the provision of private security services to be rendered at various premises of the WCG upon the conclusion of contracts emanating from the RFQ process for the duration of this Framework Agreement.

14.2 MINIMUM SERVICE STANDARDS

- 14.2.1 The Provision of Security Services under this Framework Agreement will be subject to the minimum service standards applicable to the service which will be included at call off /RFQ stage.

15 SERVICE LEVELS/DUTIES OF SERVICE PROVIDER

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

16 PUBLIC LIABILITY INSURANCE

- 16.1 The Service Provider shall obtain public liability insurance at its own cost commensurate with the risks associated with rendering the Services to the ratio of R5 000 000 per 300 guards.
- 16.2 The Service Provider warrants that it will maintain an insurance policy cover for the duration of this Agreement.
- 16.3 The Service Provider shall, at the commencement of this Agreement and thereafter on a quarterly basis, submit to the Department, proof of the validity and continuance of its insurance policy.
- 16.4 Any non-compliance or the failure to make regular payments of premiums, resulting in the cancellation or suspension of the insurance policy, will constitute a material breach of this Agreement and any damage and/or loss suffered by the Department as a result thereof shall be borne by the Service Provider.

17 INDEPENDENT CONTRACTOR

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

18 CONFIDENTIAL INFORMATION

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

18.2 For purposes of this clause "Confidential Information" shall mean

- 18.2.1 Any information disclosed, revealed or exchanged and which pertains to, but is not limited to, all intellectual property rights, all trade secrets, all agreements (whether in writing or not) which exists at the time of revealing the content thereof to the Service Provider, the content of all possible future agreements which may be entered into with any other party, all knowledge obtained by way of research and development, irrespective of whether the aforementioned information that

- is revealed is applicable to technical, operational or financial aspects of the WCG, government in any other sphere, or any government institution or organ of state;
- 18.2.2 any information of whatever nature, which has been or may be obtained by the Service Provider, whether in writing or in electronic form or pursuant to discussions between the parties, or which can be obtained by examination, testing, visual inspection or analysis, including, without limitation, scientific, business or financial data or information, know-how, formulae, processes, designs, sketches, photographs, plans, drawings, specifications, sample reports, models, studies, findings, computer software, inventions or ideas;
- 18.2.3 analyses, concepts, compilations, studies and other material prepared by or in possession or control of the Service Provider which contain or otherwise reflect or are generated from any such information as is specified in this definition;
- 18.2.4 all information which a third party has in terms of any agreement made available to the Department and which has become known to the Service Provider in the course of rendering the Services; and
- 18.2.5 Any dispute between the Parties resulting from this contract.
- 18.3 The Service Provider shall:
- 18.3.1 use the Confidential Information only for the purpose of Providing the Service;
- 18.3.2 treat and safeguard the Confidential Information as private and confidential; and
- 18.3.3 ensure proper and secure storage of all Confidential Information.
- 18.4 Any documents or records (including written instructions, notes or memoranda) relating to the service which are to be provided to the Service Provider or which come into the Service Provider's possession during the currency of this contract, are deemed to be the property of the WCG and shall be surrendered to the WCG on demand, and in the event of the expiry or termination of this contract, the Service Provider will not retain any copies thereof or extracts therefrom without obtaining the prior written permission of the WCG.
- 18.5 As part of their duties, the security guards furnished under this agreement will have access to areas which are restricted to the specific areas of responsibilities e.g., employees, visitors, other service providers and patients. It is required of the Service Provider to ensure that its guards comply with all regulations, policies and procedures and governing the set areas.

19 WARRANTY

- 19.1 The Service Provider warrants to the WCG that it will provide the Service in accordance with this contract and will at its own cost remedy any failures or unsatisfactory performance.
- 19.2 This warranty may not be delegated or transferred without prior written consent from the WCG.

PART 3 – ANNEXURES (BID DOCUMENTS)

ANNEXURE A: WCBD 4 (DECLARATION OF INTEREST)



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;

"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 any 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;

“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.

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.
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

SECTION B: DECLARATION OF THE BIDDER'S INTEREST

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

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

B1.	Are any persons listed in Table A identified on the CSD as employees of an organ of state? <i>(If yes, refer to Public Service Circular EIM 1/2016 to exercise the listed actions)</i>	NO	YES
B2.	Are any employees of the entity also employees of an organ of state? <i>(If yes complete Table B and attach their approved "RWOEE")</i>	NO	YES
B3.	Are any family members of the persons listed in Table A employees of an organ of state? <i>(If yes complete Table B)</i>	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 EMPLOYMENT	DESIGNATION/ OF RELATIONSHIP TO BIDDER**	INSTITUTION EMPLOYEE PERSAL (Indicate if not known)	NO./ NO. not

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

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

C1.	Did the entity conduct business with an organ of state in the last twelve months? <i>(If yes complete Table C)</i>	NO	YES
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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 CONTRACT	OF VALUE CONTRACT	OF
C3. Is the entity or its principals listed on the National Database as companies or persons prohibited from doing business with the public sector?					NO	YES
C4. Is the entity or its principals listed on the National Treasury Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)?					NO	YES
(To access this Register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 326 5445.)						
C5. If yes to C3 or C4, were you informed in writing about the listing on the database of restricted suppliers or Register for Tender Defaulters by National Treasury?				NO	YES	N/A
C6. Was the entity or persons listed in Table A convicted for fraud or corruption during the past five years in a court of law (including a court outside the Republic of South Africa)?				NO	YES	
C7. Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?				NO	YES	
SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT						
<i>This form must be signed by a duly authorised representative of the entity in the presence of a commissioner of oaths.</i>						
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:

.....

CONTRACT FORM - PURCHASE OF GOODS/WORKS/SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works /services described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017; [WCBD 6.1]
 - Declaration of Interest; Declaration of bidder's past SCM practices and Certificate of Independent Bid Determination [WCBD 4]
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

- 5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
- 6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)
CAPACITY
SIGNATURE
NAME OF FIRM
DATE

WITNESSES

1

2.

DATE:



Western Cape Supplier Evidence Bank Form

IMPORTANT - BEFORE completing this form, please ensure that you have registered your company on the Central Supplier Database (CSD) and have obtained your CSD registration number. To complete the registration process, please click on the following link: www.csd.gov.za If you require further assistance please contact Provincial Treasury via the following email address: wcseb@westerncape.gov.za

Western Cape Supplier Evidence Bank (WCSEB) will utilise the National Treasury's CSD as the master database and serve as the central repository of governance documentation that will be used in the procurement process in order to give effect to the legislative requirements of the Western Cape Government (WCG).

CSD Supplier Number

[illegible]

Name of Business

Trading Name

ID Number

[illegible]

Cell Phone Number

[illegible]

Email Address (preferred email address as per CSD)

[illegible]

The **original**, duly completed, registration form with accompanying documentation must be submitted to:

Provincial Treasury, 4 Waterford Place, 2nd Floor, Century City,
Cape Town
Private Bag X9165, Cape Town, 8000



Accreditation Status (If Applicable)

EDUCATION, TRAINING AND DEVELOPMENT PROVIDERS

This section should only be completed by Education, Training and Development Providers. In terms of ETQA (Education, Training and Quality Assurance) requirements, Providers of Education, Training and Development are required to submit details regarding their accreditation status.

Please tick applicable level which your ETQA/SETA has awarded your organization

None ☐ Eligibility Status* ☐ Accreditation ☐ Accreditation plus RPL ☐ Award Level ☐

*NB – Eligibility status is a Pre-accreditation level. It is only valid for 6 months. Please contact your relevant SETA in this regard.

SAQA Registration Number

SAQA Registration Date

APPLICABLE DOCUMENTS TO BE SUBMITTED WITH WCSEB REGISTRATION

	Y	N	N/A
Compulsory Declaration of Interest – WCBD 4 (Original)			
Preference Point Claim Form - WCBD 6.1 (Original)			
Identity Document of Certificate of Correctness Signatory (Certified copy)			
B-BBEE Rating Certificate or Sworn Affidavit (Original)			
Security Officer's Board Certificate (applicable to security services only) (Certified copy)			
Construction Industry Development Board Certificate (CIDB) or I Tender website printout (Certified copy) - (applicable building or construction services)			
Selection of commodities (Annexure A)			



CERTIFICATE OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

I, THE UNDERSIGNED, WARRANTS THAT I AM THE DULY AUTHORISED REPRESENTATIVE ON BEHALF OF THE SUPPLIER. I HEREBY CERTIFY THAT TO MY KNOWLEDGE, THE INFORMATION SUPPLIED IN TERMS OF THIS DOCUMENTATION AND SUPPORTING DOCUMENTATION IS CORRECT AND VALID WITH THE DATE OF VERIFICATION AS THE EFFECTIVE DATE AND ACKNOWLEDGES THAT:

1. The supplier will be required to furnish documentary proof of the claims if requested to do so.
2. If the information provided is found to be incorrect the client (Western Cape Government) may, in addition to any remedies it may have:
 - i. Recover from the contractor all costs, losses or damages incurred or sustained by the client as a result of the award of the contract, and/or
 - ii. Cancel the contract and claim any damages which the client may suffer by having to make less favourable arrangements after such cancellations: and/or
 - iii. Impose a penalty on the contractor as provided for in the relevant organisation's regulations.

SIGNED ON THIS _____ DAY OF _____ 202__ AT _____

(SIGNATURE)

IN HIS /HER CAPACITY AS

(PRINT NAME)

ON BEHALF OF THE (SUPPLIER'S NAME) _____

STANDARDISE SERVICE LEVEL AGREEMENT TEMPLATE

DRAFT

SERVICE LEVEL AGREEMENT

Entered into by and between

THE WESTERN CAPE GOVERNMENT VIA ITS DEPARTMENT OF *(insert department's name)*

(herein represented by the duly authorised in his capacity as, Department of)

(Hereinafter referred to as "**the Department**")

and

*(Hereinafter referred to as "**the Service Provider**")*

(Collectively hereinafter referred to as "**the Parties**")

INTRODUCTION

- A. The Department requires the provision of *(insert the type of security service)* as set out in the Terms of reference of the Framework Agreement WCPT-TR 01/2022/2023 for *(insert the name of the Western Cape Government Facility)* for a period of *(insert the duration period of the contract)*.
- B. The Department has appointed the Service Provider under Bid Number: *(insert ePS reference number and Departmental reference number)* for the rendering of *(insert the type of security service)* for the period of *(insert the contract period)*
- C. The Service Provider has agreed to accept the appointment on the terms and conditions as contained in this Agreement.

WHEREBY THE PARTIES AGREE AS FOLLOWS:

1. INTERPRETATION

- 1.1 In this Agreement unless the context indicates a contrary intention a word or expression which denotes –
 - 1.1.1 any gender shall include the other genders;
 - 1.1.2 a natural person shall include juristic persons and vice versa; and
 - 1.1.3 the singular shall include the plural and vice versa.
- 1.2 The terms and conditions contained in the General Conditions of Contract (GCC), incorporated herein, and annexed hereto as Annexure "E", form part of the Agreement between the Parties.
- 1.3 In the event of any inconsistency between the provisions of parts of the Agreement, the order in which parts of the Agreement will prevail is as follows –
 - 1.3.1 The Agreement, excluding the annexures, will prevail over the annexures to the Agreement;
 - 1.3.2 The GCC will prevail over the other annexures to the Agreement.
- 1.4 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of this Agreement.
- 1.5 The cancellation or termination of this Agreement shall not affect the provisions of this Agreement which of necessity must continue to have effect after such cancellation or termination, notwithstanding that the clauses themselves do not expressly provide for this.

- 1.6 The rule of construction that a contract shall be interpreted against the Party responsible for the drafting or preparation of it shall not apply to this Agreement.
- 1.7 Words and expressions defined in any clause shall, for the purpose of that clause, bear the meaning assigned to such words and expressions in that clause.
- 1.8 In this Agreement, unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meaning –
- 1.8.1 **"Agreement"** means –
- 1.8.1.1 this Special Conditions of Contract;
 - 1.8.1.2 the bid proposal of the Service Provider to the extent that it does not conflict with the bid specifications;
 - 1.8.1.3 the bid specifications;
 - 1.8.1.4 the GCC; and
 - 1.8.1.5 any other annexures annexed hereto;
- 1.8.2 **"BBBEE"** means broad-based black economic empowerment as contemplated in the Board-Based Black Economic Empowerment Act 53 of 2003;
- 1.8.3 **"Business Day"** means any day other than a Saturday, Sunday or statutory public holiday in the Republic of South Africa;
- 1.8.4 **"Calendar Day"** means any day of the week and includes weekends and statutory public holidays proclaimed as such in the Republic of South Africa;
- 1.8.5 **"Commencement Date"** means *(insert the starting date of contract)*;
- 1.8.6 **"Liaison Officer"** means the person designated by the Department to be the contract manager for purposes of this Agreement;
- 1.8.7 **"PSIRA"** means the Private Security Industry Regulatory Authority established in terms of the PSIRA Act;
- 1.8.8 **"PSIRA Act"** means the Private Security Industry Regulation Act 56 of 2011 as amended from time to time together with the regulations made in terms thereof;
- 1.8.9 **"Services"** means the provision of security guarding services at the Sites in accordance with the conditions as set out in the Terms of reference of the Framework Agreement WCPT-TR 01/2022/2023, and as articulated in Paragraph A of the Introduction of this Agreement;
- 1.8.10 **"Site"** means the buildings or institutions where a need for security solution services are determined and a procurement process is followed to satisfy that need.
- 1.8.11 Any references in the GCC to the terms "Supplier" and "Purchaser" shall be references to the terms "Service Provider" and "Department" respectively in this Agreement.

2 APPOINTMENT & COMMENCEMENT

- 1.1. The Department hereby appoints the Service Provider as the company which will provide the Services.
- 1.2. The Service Provider accepts such appointment.
- 1.3. This Agreement shall commence on the Commencement Date, unless otherwise provided for in this Agreement, remain in force for *(insert the contract period)* and terminate on *(insert the contract end date)*.
- 1.4. The awarding of this bid and the conclusion of this Agreement are based on the information provided by the Service Provider in its bid. The Service Provider shall maintain its status in respect of its BBBEE compliancy and tax matters for the duration of this Agreement. Should any deviation or changes occur, the Service Provider shall advise the Department accordingly. Material deviations may result in the Department having to apply remedial action, suspending or terminating this Agreement. The Service Provider shall for the duration of this Agreement be in possession of a valid tax clearance certificate.

2. TERMINATION OF APPOINTMENT

- 2.1. Notwithstanding any other provision in this Agreement, the Department shall be entitled to terminate this Agreement forthwith by written notice to the Service Provider if the Service Provider-
 - 2.1.1. enters into insolvency;
 - 2.1.2. commits a fraudulent or dishonest act;
 - 2.1.3. is, through its own actions, prevented from performing its duties for a period exceeding 5 (five) days;
 - 2.1.4. is guilty of any conduct which is prejudicial to the Department's interest;
 - 2.1.5. has a civil judgment entered against it which undermines the Service Provider's ability to perform its obligations in terms of this Agreement;
 - 2.1.6. is placed on the Register for Tender Defaulters or the Database of Restricted Suppliers
 - 2.1.7. renders a standard of service which is below the standards set out in the bid specifications and the annexures thereto and fails to remedy such standard of service within 7 (seven) consecutive days of receiving written notice informing it of such breach;
 - 2.1.8. fails to provide a valid tax clearance certificate during the contract period if the Department requests it; or
 - 2.1.9. due to a change during the contract period, qualifies for lower BBBEE status points than its status points as at the conclusion of this Agreement.

3. DUTIES OF THE DEPARTMENT

The Department hereby entrusts all such powers and duties to the Service Provider as required to enable the Service Provider to lawfully perform its duties effectively and competently in terms of this Agreement.

4. DUTIES OF THE SERVICE PROVIDER

- 4.1. The Service Provider shall perform the Services according to best practices and with the requisite skills, expertise and knowledge.

- 4.2. The Service Provider shall ensure that all Services shall conform to all the bid specifications and its annexures and render the Services strictly in accordance with the service standards as set out in the Framework Agreement WCPT-TR 01/2022/2023.
- 4.3. It is the responsibility of service providers to ensure uninterrupted security service at all sites; therefore the appointed Service Provider must provide sufficient site relievers for lunch, smoke, tea and toilet breaks at their own cost. Submitted proposals to specify how many relievers will be on site for each shift and a detailed calculation of how the amount was determined should form part of the proposal document. Relievers Officers must be trained to secure the site in the event of the need to relieve staff.
- 4.4. The Service Provider shall make itself available to attend meetings called by the Liaison Officer and provide any feedback or information requested during those meetings.
- 4.5. The Service Provider shall provide reports to the Department as requested by the Department in writing.
- 4.6. Compliance with the regulatory framework –
- 4.6.1. The Service Provider shall comply with the PSIRA Act and its regulations, the requirements of the PSIRA, maintain its registration with PSIRA, the code of conduct for security service providers, all other legislative prescripts relating to the security industry and all legislative prescripts in respect of labour law relevant to security officers employed by the Service Provider including but not limited to any sectoral determinations, minimum wages and the Compensation of Occupational Injuries and Diseases Act 130 of 1993;
- 4.6.2. Failure to retain registration with the PSIRA shall result in the immediate termination of this Agreement as of the date of suspension or withdrawal of registration; and
- 4.6.3. Any damages suffered and/or costs incurred by the Department as a result of the suspension or withdrawal of registration and termination of this Agreement shall be borne by the Service Provider.

5. INVOICING AND PAYMENTS

- 5.1. The Department shall pay the all-inclusive price of *insert the total rand value of the service (insert the amount in words)* in accordance with the service delivery standards as set out in the Framework Agreement WCPT-TR 01/2022/2023.
- 5.2. The costs referred to in 5.1 above are all-inclusive of all costs associated with rendering the Services which includes VAT, all costs associated with the provision of security officers, transport costs, operational costs, administrative costs, radios, monitoring systems, posting vehicle and uniform costs.
- 5.3. The Department shall pay the said amounts within 30 (thirty) Calendar Days of receipt of a detailed tax invoice and written confirmation by the Liaison Officer that the Services were rendered satisfactorily during the invoice period.
- 5.4. The following details must be reflected on the invoices contemplated in clause 5.3 –

- 5.4.1. The total amount payable with reference to the specific Services that have been rendered during a particular month;
 - 5.4.2. The invoice number;
 - 5.4.3. Order number received from the Department; and
 - 5.4.4. VAT payable.
- 5.5. The Department will verify the correctness of a tax invoice and notify the Service Provider of any possible discrepancies within 10 (ten) Business Days of receipt of the tax invoice. If the Department identifies any material discrepancies, the tax invoice will be referred back to the Service Provider, and the amount due will be payable within 30 (thirty) Calendar Days from receipt of a corrected tax invoice, provided that the provisions of clauses 5.4 and 5.5 have been complied with. Undisputed amounts on an invoice shall be paid by the Department in accordance with clause 5.3.
- 5.6. No payment shall be made in respect of Services that have been rendered that do not comply with the requirements in this Agreement and its annexures.
- 5.7. All payments under this Agreement shall be made in South African Rand by way of an electronic banking transfer into the bank account of the Service Provider (located in the Republic of South Africa), details of which will be specified in the relevant invoice, quoting the invoice number against which payment is to be made.

6. PENALTIES

- 6.1. Where the Service Provider fails to render the Services in terms of this Agreement, penalties for the failure will be payable to WCG.
- 6.2. Penalties levied against the Service Provider shall be determined with reference to the **total contract** price as set out in the Framework Agreement WCPT-TR 01/2022/2023.
- 6.3. Where the service provider fails to provide the Service in terms of the Framework Agreement and call-off contracts, low service penalties for said failure will be calculated per ***type of** transgression, per person, per day. In the event of a transgression being part of a shift, this period will be regarded as a full shift.
- 6.4. The service provided in terms of the Framework Agreement and call off contracts will be evaluated and any contraventions of the contract conditions and /or loss of WCG property due to proven negligence will be collated on a monthly basis.
- 6.5. Penalties will be payable by the Service Provider for every incident and/or provision of the Framework Agreement and contract which the Service Provider fails to honour, as well as by any posted security officer who contravenes the contract conditions/and or loss of WCG property due to proven negligence.
- 6.6. The Service Provider must note that penalties will also be instituted in respect of contraventions/non-compliance of the conditions of contract, in the following instances:
- 6.6.1. 1% of the applicable **total** call-off contract value registered against applicable site or service.

- 6.6.2. The institution of three (3) penalties ***per type of transgression** against a specific service provider will be used as a benchmark after which written warnings will be issued to the service provider:
- a) Warning 1 in addition to pro-rata low service penalties depending on the transgression
 - b) Warning 2 in addition to pro-rata low service penalties depending on the transgression
 - c) Warning 3 in addition to pro-rata low service penalties depending on the transgression.
- 6.7. Should there be further transgressions after **three (3) warnings**, the process of delisting the Service Provider from the Framework Agreement will be commenced under the guidance of the Department of the Premier, Legal Services.
- 6.8. In instances where the severity of the penalty or transgression leads to extensive loss of government assets or fatalities, the process to delist a service provider from the Framework Agreement will be commenced under the guidance of the Department of the Premier, Legal Services. In such instances warnings may not apply and immediate removal from the Framework Agreement will be explored.

7. NON-PERFORMANCE (ESCALATION PROCESS)

- 7.1 End user departments will be responsible for the management of supplier performance in terms of awarded contracts.
- 7.2 Above mentioned penalties and warnings will apply at the contract call-off stage, where a maximum of three (3) transgressions, or less in extraordinary circumstances and on good cause shown, will be allowed before a service provider will be removed from the Framework Agreement under the guidance of the Department of the Premier, Legal Services.

8. PUBLIC LIABILITY INSURANCE

- 8.1. The Service Provider shall obtain public liability insurance, as described in the Framework Agreement WCPT-TR 01/2022/2023, at its own cost commensurate with the risks associated with rendering the Services.
- 8.2. The Service Provider warrants that it will maintain an insurance policy cover that satisfies the Department contemplated in clause 8.1 for the duration of this Agreement.
- 8.3. The Service Provider shall, at the commencement of this Agreement and thereafter on a quarterly basis, submit to the Department, proof of the validity and continuance of its insurance policy.
- 8.4. Any non-compliance or the failure to make regular payments of premiums, resulting in the cancellation or suspension of the insurance policy, will constitute a material breach of this Agreement and any damage and/or loss suffered by the Department as a result thereof shall be borne by the Service Provider.
- 8.5. Clause 8.1 will survive the termination of this Agreement.

9. INDEPENDENT CONTRACTOR

The Service Provider is appointed as an independent contractor, and not as an employee, and at all relevant times during the currency of this Agreement no employer-employee relationship shall exist between the Parties. The WCG shall not be liable for any injury, loss or damage directly

or indirectly incurred by the Service Provider, as an independent contractor, arising out of or in connection with the Services rendered by the Service Provider in accordance with this contract.

10. ENTIRE AGREEMENT AND ASSIGNMENT

- 10.1. This Agreement replaces any other previous verbal or written agreement entered into between the Parties.
- 10.2. This Agreement constitutes the entire agreement between the Parties and no amendment, alteration, addition or variation of any right, term or condition of this Agreement will be of any force or effect unless reduced to writing and signed by the Parties to this Agreement.
- 10.3. The Parties agree that there are no conditions, variations or representations, whether oral or written and whether expressed or implied or otherwise, other than those contained in this Agreement.
- 10.4. Notwithstanding any provision to the contrary in the Agreement, the primary responsibility for supplying the Services vests with the Service Provider and it may not subcontract, assign, cede, delegate or transfer, in whole or in part, any of its obligations to perform under this Agreement to any other person, without the prior written consent of the Department.

11. WAIVER

- 11.1. No waiver of any of the terms and conditions of this Agreement shall be binding unless expressed in writing and signed by the Party giving the same, and any such waiver shall be affected only in the specific instance and for the purpose given.
- 11.2. No failure or delay on the part of either Party in exercising any right, power or privilege precludes any other or further exercising thereof or the exercising of any other right, power or privilege.
- 11.3. No indulgence, leniency or extension of time which any Party ("*the Grantor*") may grant or show the other Party, shall in any way prejudice the Grantor or preclude the Grantor from exercising any of its rights in terms of this Agreement.

12. SEVERABILITY

- 12.1 In the event that any of the terms of this Agreement are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable.

13. BREACH

- 13.1. Should a Party breach any of the terms and conditions of this Agreement and remain in such breach for 7 (seven) Calendar Days after receipt of a written notice calling upon it to remedy such breach, then the Party who served such notice shall be entitled, in addition to any remedy which it may have in law, to cancel this Agreement.
- 13.2. In the case where the Service Provider remains in breach despite the notice as contemplated in clause 13.1, the Department may impose penalties as contemplated by clause 22 of the GCC or claim damages in lieu of penalties.
- 13.3. Notwithstanding the provisions of clauses 13.1 and 13.2, the Department may elect to appoint a third party without notice to render the Services at the Service Provider's expense as an interim

measure, if the Service Provider fails to render the Services for a period of more than 7 (seven) Calendar Days.

14. SETTLEMENT OF DISPUTES

14.1. Without detracting from a Party's right to institute action or motion proceedings in the High Court or other Court of competent jurisdiction in respect of any dispute that may arise out of or in connection with this Agreement, the parties may, by mutual consent, follow the mediation and/or arbitration procedure as set out in clauses 14.2 and 14.3.

14.2. Mediation –

14.2.1. Subject to the provisions of clause 14.1, any dispute arising out of or in connection with this agreement may be referred by the parties without legal representation to a Mediator.

14.2.2. The dispute shall be heard by the Mediator at a place and time to be determined by him or her in consultation with the parties.

14.2.3. The Mediator shall be selected by agreement between the parties.

14.2.4. If an agreement cannot be reached upon a particular Mediator within 3 (three) Business Days after the Parties have agreed to refer the matter to mediation, then the Director of the Legal Practice Council Western Cape Branch shall nominate the Mediator within 7 (seven) Business Days after the Parties have failed to agree.

14.2.5. The Mediator shall at his or her sole discretion determine whether the reference to him or her shall be made in the form of written or verbal representations, provided that in making this determination he or she shall consult with the Parties and may be guided by their common reasonable desire of the form in which the said representations are to be made.

14.2.6. The Parties shall have 7 (seven) Business Days within which to finalise their representations. The Mediator shall within 7 (seven) Business Days of the receipt of the representations express in writing an opinion on the matter and furnish the Parties each with a copy thereof by hand or by registered post.

14.2.7. The opinion so expressed by the Mediator shall be final and binding upon the Parties unless a Party is unwilling to accept the opinion expressed by the Mediator. In such event, the aggrieved Party may institute legal proceedings in a court of competent jurisdiction, unless the Parties agree to refer the dispute to arbitration in accordance with clause 14.3. The expressed opinion of the Mediator shall not prejudice the rights of either Party in any manner whatsoever in the event of legal proceedings or arbitration, as the case may be.

14.2.8. The cost of mediation shall be determined by the Mediator.

14.2.9. Liability for such cost shall be apportioned by the Mediator and shall be due and payable to the Mediator on presentation of his or her written account.

14.3. Arbitration –

- 14.3.1. Subject to the provisions of clause 14.1, the Parties may agree to refer any dispute arising out of or in connection with this Agreement, to arbitration.
 - 14.3.2. Arbitration shall be held in Cape Town informally and otherwise in accordance with the provisions of the Arbitration Act 42 of 1965, it being intended that, if possible, it shall be held and concluded within 10 (ten) Business Days.
 - 14.3.3. Save as otherwise specifically provided herein, the Arbitrator shall be if the matter in dispute is –
 - a) primarily a legal matter, a practising Senior Advocate of the Cape Bar;
 - b) any other matter, an independent and suitably qualified person as may be agreed upon between the Parties to the dispute.
 - 14.3.4. If agreement cannot be reached on whether the question in dispute falls under 14.3.3(a) or 14.3.3(b) and/or upon a particular Arbitrator within 3 (three) Business Days after the Parties have agreed to refer the dispute to arbitration, then the Chairperson for the time being of the Cape Bar Council shall –
 - a) determine whether the question in dispute falls under 14.3.3(a) or 14.3.3(b); and/or
 - b) nominate the Arbitrator within 7 (seven) Business Days after the Parties have failed to agree.
 - 14.3.5. The Arbitrator shall give his or her decision within 5 (five) Business Days after the completion of the arbitration. The Arbitrator may determine that the costs of the arbitration are to be paid either by one or the other or by both of the Parties.
 - 14.3.6. The decision of the Arbitrator shall be final and binding and may be made an order of the Western Cape High Court, Cape Town, upon the application by any Party to the arbitration.
- 14.4. Notwithstanding the provisions contained in clause 27 of the GCC, disputes between the Parties shall be governed exclusively by, and settled in terms of, clauses 14.1 to 14.3 of this Agreement.

15. CONFIDENTIALITY

- 15.1. Save as otherwise provided in this Agreement, the Service Provider shall treat as strictly secret and confidential the existence and nature of all discussions and negotiations relating to the subject matter of this Agreement, it being agreed and undertaken by the Service Provider that no disclosure of whatsoever nature or kind of the content of this Agreement shall be made to any person without the prior written consent of the Department.
- 15.2. The Service Provider shall not during the currency of this Agreement or at any time thereafter, utilise or cause to be utilised, and/or directly or indirectly publish or cause to be published or otherwise disclose or cause to be disclosed to any third party, any personal information of any person obtained during the course of rendering the Services, unless compelled by law to disclose

such information. Adherence to the provisions of the Protection of Personal Information ("POPI") Act will be upheld at all times.

16. WARRANTY

- 16.1. The Service Provider warrants to the Department that it will render the Services in accordance with this Agreement that it has the requisite skills and expertise to do so and will, at its own cost, remedy any failures or unsatisfactory performance.
- 16.2. This warranty may not be delegated or transferred without prior written consent of the Department.

17. INDEMNITY

- 17.1. The Service Provider specifically indemnifies the Department against all and any claims, including claims for consequential damages, which might arise from personal injury, death, loss or damage to property or person, or any other claim of whatsoever nature, arising from negligence, gross negligence or any other cause howsoever, which any person may have or institute against the Department and where the cause of such claim can be directly or indirectly attributed to the rendering of the Services by the Service Provider.
- 17.2. Clause 17.1 shall survive the termination of this Agreement.

18. ASSIGNMENT, CESSION, DELEGATION AND TRANSFER

- 18.1. The Service Provider may not assign, cede, delegate or transfer any rights, obligations, share or interest acquired in terms of this Agreement, in whole or in part, to any other party or person without the prior written consent of the Department.

19. NOTICES AND DOMICILIUM

- 19.1. The Parties choose as their respective *domicilium citandi et executandi* for the purposes of legal proceedings and for the purpose of giving or sending any notice provided for or necessary in terms of this Agreement, the following addresses:

The Department

The Head of Department

The Service Provider

Director

- 19.2. All notices to be given in terms of this Agreement shall be given in writing and be delivered or sent by prepaid registered post to the Party's chosen *domicilium citandi et executandi*.
- 19.3. If delivered by hand, a notice shall be presumed to have been received on the date of delivery, or, if sent by prepaid registered post, be presumed to have been received 7 (seven) Business Days after the date of posting.
- 19.4. A written notice or communication actually received by a Party shall be deemed to be adequate notice notwithstanding that it was not delivered or sent to its chosen *domicilium* address.

20. FORCE MAJEURE

20.1. Neither of the Parties shall be liable for a failure to perform any of its obligations insofar as it proves

20.1.1. that the failure was due to an impediment beyond its control;

20.1.2. that it could not reasonably be expected to have taken the impediment and its effects upon the Party's ability to perform into account at the time of the conclusion of this Agreement; and

20.1.3. that it could not reasonably have avoided or overcome the impediment or its effects.

20.2. An impediment, as aforesaid, may result from events such as the following (this list is not exhaustive)

20.2.1. war, whether declared or not, civil war, civil violence, riots and revolutions, acts of sabotage;

20.2.2. natural disasters such as violent storms, cyclones, earthquakes, tidal waves, floods, destruction by lightning;

20.2.3. explosions, fires, destruction of machines, of factories and of any kind of installations;

20.2.4. acts of authority, whether lawful or unlawful, apart from acts from which the party seeking relief has assumed the risk by virtue of any other provisions of this Agreement.

20.3. Relief from liability for non-performance by reason of the provisions of this clause shall commence on the date upon which the Party seeking relief gives notice of the impediment relied upon, and shall terminate upon the date upon which such impediment ceases to exist; provided that if such impediment continues for a period of more than 60 (sixty) Business Days, either of the Parties shall be entitled to terminate this Agreement.

SIGNED ON BEHALF OF THE DEPARTMENT AT ON THIS THE..... DAY OF 20..... (year)

IN THE PRESENCE OF THE UNDERSIGNED WITNESSES: -

1.(witness)

2.(witness)

.....
on behalf of the Department being duly authorised

SIGNED ON BEHALF OF THE SERVICE PROVIDER AT ON THIS THE DAY OF 20.....(year)

IN THE PRESENCE OF THE UNDERSIGNED WITNESSES:-

1.(witness)

2.(witness)

.....
on behalf of the Service Provider being duly authorised

GENERAL CONDITIONS OF CONTRACT

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.

GENERAL CONDITIONS OF THE CONTRACT

1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application
 - 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
 - 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
 - 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General
 - 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
 - 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards
 - 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specification.
- 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 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 contract 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 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 cancelling 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.

22. 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 solvency
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
27. Settlement of disputes
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein:
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

- (b) the purchaser shall pay the supplier any monies due the supplier.
28. Limitation of liability
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6:
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing Language
- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law
- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices
- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties
- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme
- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34. Prohibition of restrictive practices
- 34.1 In terms of section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a

period not exceeding ten (10) years and/or claim damages from the bidder(s) or contractor(s) concerned.

ANNEXURE F: OPERATIONAL RISK ASSESSMENT (FUNCTIONALITY CRITERIA)

Operational Risk Assessment					0-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	Current staff (Admin and Security officers) compliment as per payroll				
	More than 50				
	Less than 10				
	Between 10 and 30				

	Between 31 and 50				
	None				
1.2	How many PSIRA registered and trained security officers do you have available per category (Capacity)				
1.2.1	Normal Physical Guarding				
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	Armed Response Security Officer				
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				
	Other Compliances (non-scoring)	30	Improvements to be considered	0	Comments
1.3	Reliability and Compliance				
1.3.1	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	5			The yes must be comply and the no must be do not comply
1.3.1.1	Yes				
1.3.1.2	No				
1.4	Communication				
1.4.1	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)	4			
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	How frequently does communication from management take place to your client	3			
1.4.2.1	No Communication				
1.4.2.2	Monthly				
1.4.2.3	Weekly				
1.4.2.4	Daily				
1.4.3	How do you communicate to your clients? (Provide proof: messages, emails, minutes, attendance register)	4			
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				
1.4.4	What communication methods are most frequently used by your company to communicate with the guarding compliment? (Provide proof: messages, emails, minutes, attendance register)	5			
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)				
1.5	Training				
1.5.1	Do you provide contract / site specific training?	3			
1.5.1.1	Yes				
1.5.1.2	As required by the client				
1.5.1.3	No				
1.5.2	How frequently is staff development and or industry related training provided? (Provide training plan, attendance registers, certificates)	5			
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				
1.5.3	Does the above training provide you with opportunities to influence the Standard Operating Procedures of your Clients? (Proof to be provided)	1			
1.5.3.1	Yes				
1.5.3.2	No				
2	National Bargaining Council Compliance (non-scoring)	2		0	Comments
"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					
2.1	Information on Salaries and proof of administration	7		0	
2.1.1	Do you pay your security officers the salaries as prescribed according to the National Bargaining Council for Private Security Sector (NBCPSS) Main Collective Agreement?	5		0	
2.1.1.1	Yes	5			
2.1.1.2	No	0			
2.1.1.3	Not Applicable				
2.1.2	Do you issue your security officials with pay slips?	1			
2.1.2.1	Yes	1		0	
2.1.2.2	No	0			
2.1.2.3	Not Applicable				
2.1.3	Do you keep copies of pay slips issued? Proof provided	1			
2.1.3.1	Yes	1		0	
2.1.3.2	No	0			
2.1.3.3	Not Applicable				
3	Security Service Category (Scoring)	281		0	Comments
A.1	Physical Guarding Control Room operation	31		0	Comments
A.1.1	Do you have a fully functional Control Room (Physical verification by assessor and proof of ownership or lease to be provided)	1		0	
A.1.1.1	Yes	1			
A.1.1.2	No	0			

A.1.2	If yes. Is your Control Room operational 24/7/365? Verify Occurrence Book for shift deployment	5			
A.1.2.1	Yes	5		0	
A.1.2.2	No	0			
A.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		
A.1.3	Do you monitor any sites/locations remotely from your Control Room	5			
A.1.3.1	Yes - radio check was done with a security site being monitored	5		0	
A.1.3.2	No - radio check could not be confirmed with a site being monitored	0			
A.1.4	Do you have a dedicated Control Room Manager 24/7/365?	5			
A.1.4.1	Yes - Control room manager was present during ORA	5		0	
A.1.4.2	No - Control room manager was not present during ORA	0			
A.1.4.3	Not Applicable				
A.1.5	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	5			
A1.5.1	Yes	5		0	
A1.5.2	No	0			
A1.5.3	Not Applicable				
A.1.6	Will the WCG sites (incl linked with CCTV) be monitored from this Control Room / Operational Command Centre?	5			
A.1.6.1	Yes	5		0	
A.1.6.2	No	0			
A.1.7	Demonstrated type of technology utilised in the control room	5		0	
A.1.7.1	None	0		0	
A.1.7.2	Base Radio	1		0	
A.1.7.3	Satellite radio	1		0	
A.1.7.4	Security Officer Patrol System	1		0	
A.1.7.6	Telephone (incl. cellular phone)	1		0	
A.1.7.7	UPS or generator backup system	1		0	
A.2	Drones	7		0	Comments
A.2.1	Does your company provide a Drone service?		Where a 'No or Not Applicable' response is captured, no further evaluation will be performed for Drones		

A.2.1.1	Yes				
A.2.1.2	No or Not Applicable				
A.2.2	Will you provide the Drone service, or will you outsource the service?				
A.2.2.1	Outsourced				
A.2.2.2	Own				
A.2.2.3	Not Applicable				
If Outsourced. which company? Note. if outsourced that the next set of question for the evaluation will be performed on the Outsourced company. If not. these questions are for your SP					
Outsourced Drone SP			Contact Name		
			Company		
			Email		
			Mobile		
A.2.3	How many Drone Operators do you have employed who are duly licensed and possess the required certificates. (Requirements: Remote Pilot license, Air Service license, Remote Operators Certificate)	3		0	
A.2.3.1	None	0			
A.2.3.2	One	1			
A.2.3.3	Two	2			
A.2.3.4	Three or more	3			
A.2.3.5	Not Applicable				
A.2.4	How many Drones are in operation?	3		0	
A.2.4.1	0	0			
A.2.4.2	1	1			
A.2.4.3	2	2			
A.2.4.4	3 or more	3			
A.2.4.5	Not Applicable				
A.2.5	Can your drone(s) provide night patrolling, which would require the drone to have for example night vision or thermal camera?	1		0	
A.2.5.1	Yes	1			
A.2.5.2	No	0			
A.2.5.3	Not Applicable				
A.3	Armed Guarding	22		0	Comments

A.3.1	Does your company provide armed response service?		Where a No or Not Applicable response is captured, no further evaluation will be performed for Armed Guarding		
A.3.1.1	Yes	Yes			
A.3.1.2	No or Not Applicable				
A.3.2	Do you have a vault or strong room in a secure space where all your firearms, valuables, records, and documents can be stored?	1		0	
A.3.2.1	Yes	1			
A.3.2.2	No	0			
A.3.2.3	Not Applicable				
A.3.3	Is the design and specification of this vault or strong room in line with the South African National Standards specifications?	1		0	
A.3.3.1	Yes	1			
A.3.3.2	No	0			
A.3.3.3	Not Applicable				
A.3.4	Do you have the SANS certification to demonstrate compliance to their standard for the vault or strong room?	1		0	
A.3.4.1	Yes	1			
A.3.4.2	No	0			
A.3.4.3	Not Applicable				
A.3.5	Are all armed response officials registered with the Private Security Industry Regulatory Authority (PSIRA)	1		0	
A3.5.1	Yes	1			
A3.5.2	No	0			
A3.5.3	Not Applicable				
A.3.6	Have all your armed response security officials successfully completed the statutory firearm competency requirements?	1		0	
A.3.6.1	Yes	1			
A.3.6.2	No	0			
A.3.6.3	Not Applicable				
A.3.7	Do your armed response officials attend firearm, physical training and house penetration courses every 6 months? (Disqualifying criteria)	1		0	
A.3.7.1	Yes	1			

A.3.7.2	No	0			
A.3.7.3	Not Applicable				
A.3.8	Was all training provided as per the SASSETTA unit standards?	1			
A.3.8.1	Yes	1		0	
A.3.8.2	No	0			
A.3.8.3	Not Applicable				
A.3.9	As per Legislation, do you have proper control registers in place for the management of firearms?	1			
A.3.9.1	Yes	1		0	
A.3.9.2	No	0			
A.3.9.3	Not Applicable				
A.3.10	Are there permits for every firearm issued?	1			
A.3.10.1	Yes	1		0	
A.3.10.2	No	0			
A.3.10.3	Not Applicable				
A.3.11	Kindly provide total for firearm and staff listed below (Reaction team)	12		0	
A.3.11.1	Not Applicable			0	
A.3.11.2	Shotguns registered	3			
A.3.11.2.1	Between 1 and 24 shotguns	1		0	
A.3.11.2.2	Between 25 and 50 shotguns	2			
A.3.11.2.3	More than 51 shotguns	3			
A.3.11.2.4	None	0			
A.3.11.3	Handguns registered	3			
A.3.11.3.1	Between 1 and 24 handguns	1		0	
A.3.11.3.2	Between 25 and 50 handguns	2			
A.3.11.3.3	More than 51 handguns	3			
A.3.11.3.4	None	0			
A.3.11.2	Competent officers with shotguns training (proven competencies)	3			
A.3.11.2.1	Between 1 and 24 competent staff with shotgun training	1		0	
A.3.11.2.2	Between 25 and 50 competent staff with shotgun training	2			
A.3.11.2.3	More than 51 competent staff with shotgun training	3			
A.3.11.2.4	None	0			

A.3.11.3	Competent officers with Handguns training (proven competencies)	3			
A.3.11.3.1	Between 1 and 24 competent staff with handgun training	1		0	
A.3.11.3.2	Between 25 and 50 competent staff with handgun training	2			
A.3.11.3.3	More than 51 competent staff with handgun training	3			
A.3.11.3.4	None	0			
A.3.12	Has any of your officers been involved in the accidental or illegal discharge of a firearm whilst on duty	1			
A.3.12.1	Yes	0		0	
A.3.12.2	No	1			
A.3.12.3	Not Applicable				
A.4	K9	49		0	Comments
A.4.1	Does your company provide a K9 service?	Where a No or Not Applicable response is captured, no further evaluation will be performed for K9			
A.4.1.1	Yes				
A.4.1.2	No or Not Applicable				
A.4.2	Will you provide the K9 service, or will you outsource the service?				
A.4.2.1	Outsourced				
A.4.2.2	Own				
A.4.2.3	Not Applicable				
If Outsourced. which company? Note. if outsourced that the next set of question for the evaluation will be performed on the Outsourced company. If not. these questions are for your SP					
Outsourced Drone SP			Contact Name		
			Company		
			Email		
			Mobile		
A.4.3	How many PSIRA registered trained K9 handlers do you company have trained DH1 to DH4 (Verify DH dog training registration certificate)	5			
A.4.3.1	No PSIRA registered trained DH trained	0		0	
A.4.3.2	Up to 3 dog handlers trained in DH 1 to DH4	1			
A.4.3.3	Between 4 to 6 dog handlers trained in DH 1 to DH4	3			
A.4.3.4	More than 6 dog handlers trained in DH 1 to DH4	5			
A.4.3.5	Not Applicable				
A.4.4	How many of the handlers have 1 year or more K9 experience? (Verify DH dog training registration certificate)	5		0	

A.4.4.1	All dog handlers	5			
A.4.4.2	Between 75% and 99%	3			
A.4.4.3	Between 50% and 74%	2			
A.4.4.4	Less than 50%	1			
A.4.4.5	Zero	0			
A.4.4.6	Not Applicable				
A.4.5	Do you have accredited K9 training certificates for all your detection dog handlers that indicates that the officer is DH3 and DH4 trained to Handle a Patrol dog to assist in searching for and apprehension of a Suspect	2		0	
A.4.5.1	Yes	2			
A.4.5.2	No	0			
A.4.5.3	Not Applicable				
A.4.6	Have the certificate mentioned above been issued by an accredited DH 4 instructor at an accredited DH 4 dog training centre, with date of certification. (Provide Proof)	2		0	
A.4.6.1	Yes	2			
A.4.6.2	No	0			
A.4.6.3	Not Applicable				
A.4.7	Is each handler and K9 evaluated on a quarterly basis on their specific DH level skill training during deployments? (Provide Proof of Verify register kept, training program and record of training and attendance, personal files)	2		0	
A.4.7.1	Yes	2			
A.4.7.2	No	0			
A.4.7.3	Not Applicable				
A.4.8	Are all K9's 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.	3		0	
A.4.8.1	Yes	3			
A.4.8.2	No	0			
A.4.8.3	Not Applicable				
A.4.9	Has provision been made for veterinary treatment in cases of illness or injury in no longer than 24 hours; (Provide record)	2		0	
A.4.9.1	Yes	2			
A.4.9.2	No	0			
A.4.9.3	Not Applicable				
A.4.10	Is record kept of the following: (Provide proof to substantiate your answer)	6		0	

A.4.10.1	Deployment of K9 for periods not exceeding 12 hours	1		0	
A.4.10.2	Rest period of 12 hours after deployment	1		0	
A.4.10.3	Deployment to maximum of 5 days	1		0	
A.4.10.4	Rest period of a minimum of 1 day (24-36 hours) every 5 days	1		0	
A.4.10.5	Record of daily exercise - Minimum 1 hour	1		0	
A.4.10.6	Time spent in exercise area	1		0	
A.4.10.7	Not Applicable			0	
A.4.11	Does your company have at least two (2) vehicles and / or trailers to transport the required K9's to contracted locations?	6		0	
A.4.11.1	No vehicles	0		0	
A.4.11.2	1-2 vehicles	1			
A.4.11.3	3-4 vehicles	2			
A.4.11.4	5 and more	3			
A.4.11.5	Not Applicable				
A.4.11.6	No trailers	0		0	
A.4.11.7	1-2 trailers	1			
A.4.11.8	3-4 trailers	2			
A.4.11.9	5 and more	3			
A.4.11.10	Not Applicable				
A.4.12	Are these vehicles and / or trailers equipped and designed as indicated below to ensure the safety of the K9 during transport? Physical verification required by assessor	8		0	
A.4.12.1	protect animals from injury	1		0	
A.4.12.2	have non-slip floors and avoid direct contact with metal flooring	1		0	
A.4.12.3	provide easy access and operator safety	1		0	
A.4.12.4	protect against extremes of temperature	1		0	
A.4.12.5	provide adequate ventilation	1		0	
A.4.12.6	protect against unauthorised release of working animals	1		0	
A.4.12.7	be easy to clean and disinfect	1		0	
A.4.12.8	allow for security dogs to sit, stand and lie down	1		0	
A.4.12.9	transported in the back of an open vehicle	0		0	
A.4.12.10	no compliance	0		0	
A.4.12.11	Not Applicable				
A.4.13	Are the vehicles and / or trailers or both vehicle and trailer appropriately marked with the relevant K9 decals?	8		0	

A.4.13.1	No trailer marked	0			
A.4.13.2	One trailer marked	1			
A.4.13.3	Two trailers marked	2		0	
A.4.13.4	Three trailers marked	3			
A.4.13.5	More than three trailers marked	4			
A.4.13.6	Not Applicable				
A.4.13.7	No vehicle marked	0			
A.4.13.8	One vehicle marked	1			
A.4.13.9	Two vehicles marked	2			
A.4.13.10	Three vehicles marked	3		0	
A.4.13.11	More than three vehicles marked	4			
A.4.13.12	Not Applicable				
A.5	Special Events Security Management	51		0	Comments
A.5.1	Does your company provide Special events Security Management service?	Where a No or Not Applicable response is captured, no further evaluation will be performed for Special Events Security Management			
A.5.1.1	Yes				
A.5.1.2	No or Not Applicable				
A.5.2	Will you provide the Special events Security Management service, or will you outsource the service?				
A.5.2.1	Outsourced				
A.5.2.2	Own				
A.5.2.3	Not Applicable				
If Outsourced. which company? Note. if outsourced that the next set of question for the evaluation will be performed on the Outsourced company. If not. these questions are for your SP					
Outsourced Special events Security Management		Contact Name			
		Company			
		Email			
		Mobile			

A.5.3	Are you registered to provide special events security services and trained in accordance to special event requirements in terms of the Training of Security Officers Regulations, 1992 and Board Notice 119 of 1998? Please provide proof	10		0	
Note - If not registered as per the Training of Security Officers Regulations, 1992 and Board Notice 119 of 1998 then further evaluation will not be performed					
A.5.3.1	Registered to provide special events security service	5		0	
A.5.3.2	Not registered to provide special events security service	0			
A.5.3.3	Trained in accordance with special event requirements	5		0	
A.5.3.4	Not trained in accordance with special event requirements	0			
A.5.4	Please indicate what special events training you have	30		0	
A.5.4.1	Bodily and / or physical search at any entry point to a special events venue	5		0	
A.5.4.2	Close protection duties at an event	5		0	
A.5.4.3	Security reaction team at a special event	5		0	
A.5.4.4	Field control or crowd control team at a special event	5		0	
A.5.4.5	Handling a dog at a special event	5		0	
A.5.4.6	Dog training course with an Authority accredited dog training center	5		0	
A.5.5	How many trained security officers (PSIRA registered) do you have to perform a security service at special events?	5		0	
A.5.5.1	More than 50	5			
A.5.5.2	Less than 10	1			
A.5.5.3	Between 10 and 30	2		0	
A.5.5.4	Between 31 and 50	3			
A.5.5.5	None	0			
A.5.6	Have you ever made use of, or do you make use of stewards at special events? (if not applicable this will have no bearing on final score)	1		0	
A.5.6.1	Yes	1			
A.5.6.2	Not Applicable			0	
A.5.7	If so, have you been exempted by the Minister of Police from the registration requirement as per section 20(5) of the PSIR Act?	5		0	
A.5.7.1	Exemption provided	5			
A.5.7.2	Exemption not provided			0	
A.5.7.3	Not Applicable				

A.6	Physical security officers	15		0	Comments
A.6.1	Are all your security officers issued with a	8		0	
A.6.1.1	Corporate uniform	1		0	
A.6.1.2	Company jacket	1		0	
A.6.1.3	Company shirt	1		0	
A.6.1.4	Company pants	1		0	
A.6.1.5	Company tie	1		0	
A.6.1.6	Company name tag	1		0	
A.6.1.7	Appropriate shoes	1		0	
A.6.1.8	Security company epaulettes	1		0	
A.6.1.9	None issued	0		0	
A.6.2	Are all your security officers issued with the following standard service aids	6		0	
A.6.2.1	Radio	1		0	
A.6.2.2	Baton	1		0	
A.6.2.3	Pen	1		0	
A.6.2.4	Pocket Book	1		0	
A.6.2.5	Torch (for night duty only)	1		0	
A.6.2.6	Occurrence Book	1		0	
A.6.2.7	None issued	0		0	
A.6.3	Do your security officers possess a minimum PSIRA Grade C (required for WCG sites)	1		0	
A.6.3.1	Yes	1		0	
A.6.3.2	Grade D or lower	0			
A.6.3.3	No	0			
A.6.3.4	Not Applicable				
A.7	Security Vehicles	5		0	Comments
A.7.1	How many security vehicles do you own for normal physical guarding?	3	Where a No or Not Applicable response is captured, no further evaluation will be performed for Security Vehicles		
A.7.1.1	Not Applicable			0	
A.7.1.2	None	0			
A.7.1.3	One	1			
A.7.1.4	Two	2			
A.7.1.5	Three or more	3			

A.7.2	Kindly provide proof of ownership of the security vehicles (e.g. a certified and audited asset register, lease agreement depicting)	1		0	
A.7.1	Yes	1			
A.7.2	No	0			
A.7.3	Are all your vehicle drivers PSIRA grading of A,B & C?	1		0	
A.7.3.1	Yes	1			
A.7.3.2	No	0			
A.8	CCTV Control Room operation	46		0	Comments
A fully functional CCTV control and monitoring room means the secure area of a building where CCTV is monitored and where data is retrieved, analysed and processed (Note - Not just the private working area of the service provider being assessed but also (a) remote location(s)). The screens and control room are linked to surveillance cameras placed in public places, buildings and places such as offices, laboratories, construction sites, etc. to detect and prevent crime, and protect people.					
A.8.1	Do you have a fully functional CCTV Operated Control Room (Physical verification by assessor and proof of ownership or lease to be provided)	1	Where a No or Not Applicable response is captured, no further evaluation will be performed for CCTV Control Room operation		
A.8.1.1	Yes	1		0	
A.8.1.2	No or Not Applicable	0			
A.8.2	If yes, Is your CCTV Operated Control Room / Operational Command Centre operational 24/7/365? Occurrence Book to be verified for shift deployment	5		0	
A.8.2.1	Yes	5			
A.8.2.2	No	0			
A.8.2.3	Not Applicable				
A.8.3	Do you monitor any sites/locations remotely from your Control Room / Operational Command Centre	5		0	
A.8.3.1	Yes - demonstrated to monitor remote CCTV sites	5			
A.8.3.2	No - could not demonstrate to monitor any remote CCTV sites	0			
A.8.4	Do you have a dedicated CCTV Operated Control Room / Operational Command Centre Manager 24/7/365?	5		0	
A.8.4.1	Yes - CCTV OPS Manager present when conducting ORA	5			
A.8.4.2	No - CCTV OPS manager not present when conducting ORA	0			
A.8.4.3	Not Applicable				
A.8.5	Are the CCTV Operators in your CCTV Operated Control Room / Operational Command Centre appropriately graded as Grade B or Higher? Please provide proof (Posting sheet or OB entry, PSIRA App verification)	5		0	

B1.5.1	Yes	5			
B1.5.2	No	0			
B1.5.3	Not Applicable				
A.8.6	Are the CCTV Operators deployed in your CCTV Operated Control Room / Operational Command Centre formally trained as CCTV Operators? (proof of training certificates provided)	5		0	
A.8.6.1	Yes	5			
A.8.6.2	No	0			
A.8.6.3	Not Applicable				
A.8.7	Are all your CCTV Operators computer literate? (proof of training provided)	5		0	
A.8.7.1	Yes	5			
A.8.7.2	No	0			
A.8.7.3	Not Applicable				
A.8.8	Will the WCG sites (incl linked with CCTV) be monitored from this Control Room / Operational Command Centre?	5		0	
A.8.8.1	Yes	5			
A.8.8.2	No	0			
A.8.9	Demonstrated type of technology utilised in the control room	10		0	
A.8.9.1	None	0		0	
A.8.9.2	Base Radio	1		0	
A.8.9.3	CCTV Cameras	1		0	
A.8.9.4	Monitors and screens for the CCTV Operators	1		0	
A.8.9.5	Satellite radio	1		0	
A.8.9.6	Security Officer Patrol System	1		0	
A.8.9.7	Electronic Server recording data	1		0	
A.8.9.8	Telephone (incl. cellular phone)	1		0	
A.8.9.9	UPS or generator backup system	1		0	
A.8.9.10	Monitoring of Livestock tagging system (Farm Ranger)	1		0	
A.8.9.11	Vehicle Monitoring System	1		0	
A.9	Special Tactical Vehicles	29		0	Comments
A.9.1	How many special tactical vehicles do you own	3	Where a No or Not Applicable response is captured, no further evaluation will be performed for Special Tactical Vehicles		
A.9.1.1	No or Not Applicable			0	
A.9.1.2	None	0			

A.9.1.3	One	1			
A.9.1.4	Two	2			
A.9.1.5	Three or more	3			
A.9.2	Kindly provide proof of ownership of the special tactical vehicles (e.g. a certified and audited asset register, lease agreement depicting)	1		0	
A.9.2.1	Yes	1			
A.9.2.2	No	0			
A.9.3	Do all vehicles have on-board vehicle management systems?	1			
A.9.3.1	Yes	1		0	
A.9.3.2	No	0			
A.9.4	Are these vehicles monitored from your CCTV Control room for movement and response times? (Demonstrated live vehicle tracking while on site (all vehicles)	1		0	
A.9.4.1	Yes	1			
A.9.4.2	No	0			
A.9.5	Are all your vehicle drivers PSIRA grading of A,B & C?	1			
A.9.5.1	Yes	1		0	
A.9.5.2	No	0			
A.9.6	Kindly list number of vehicles available per category	17		0	
A.9.6.1	Armoured Vehicles (for deployment in highly volatile areas)	3			
A.9.6.1.1	None	0			
A.9.6.1.2	Minimum 1 - 2 armoured vehicles	1		0	
A.9.6.1.3	Minimum 3 - 4 armoured vehicles	2			
A.9.6.1.4	Minimum 5 or more armoured vehicles	3			
A.9.6.2	Monitoring vehicles (for patrolling)	3			
A.9.6.2.1	None	0			
A.9.6.2.2	Minimum 1 - 2 monitoring vehicles	1		0	
A.9.6.2.3	Minimum 3 - 4 monitoring vehicles	2			
A.9.6.2.4	Minimum 5 or more monitoring vehicles	3			
A.9.6.3	All-Terrain Vehicles (to be used off-road or on dirt roads, not on paved roads or highways)	3			
A.9.6.3.1	Minimum 1 - 2 All-terrain vehicles	1		0	
A.9.6.3.2	Minimum 3 - 4 All-terrain vehicles	2			

A.9.6.3.3	Minimum 5 or more All-terrain vehicles	3			
A.9.6.3.4	None	0			
A.9.6.4	Armed Response vehicles (for armed security officers to attend to any call outs due to intrusion)	3			
A.9.6.4.1	Minimum 1 - 2 armed response vehicles	1		0	
A.9.6.4.2	Minimum 3 - 4 armed response vehicles	2			
A.9.6.4.3	Minimum 5 or more armed response vehicles	3			
A.9.6.4.4	None	0			
A.9.7	Kindly provide proof of ownership of the vehicles listed under Q5.7 (e.g. a certified and audited asset register, lease agreement depicting)	1		0	
A.9.7.1	Yes	1			
A.9.7.2	No	0			
A.9.8	Do all these vehicles have on-board vehicle management systems?	1		0	
A.9.8.1	Yes	1			
A.9.8.2	No	0			
A.9.9	Are these vehicles monitored from your CCTV Control room for movement and response times?	1		0	
A.9.9.1	Yes	1			
A.9.9.2	No	0			
A.9.10	Demonstrated live vehicle tracking while on site (AR vehicles)	1		0	
A.9.10.1	Yes	1			
A.9.10.2	No	0			
A.9.11	What is the PSIRA grading of all your vehicle drivers?	1		0	
A.9.11.1	D	0			
A.9.11.2	A, B & C	1			
A.10	Armed Response Vehicles	8		0	Comments
A.10.1	How many armed response vehicles do you own	3	Where a No or Not Applicable response is captured, no further evaluation will be performed for Armed Response Vehicles		
A.10.1.1	Not Applicable				
A.10.1.2	None	0		0	
A.10.1.3	One	1			
A.10.1.4	Two	2			

A.10.1.5	Three or more	3			
A.10.2	Kindly provide proof of ownership of the armed response vehicles (e.g. a certified and audited asset register, lease agreement depicting)	1		0	
A.10.2.1	Yes	1			
A.10.2.2	No	0			
A.10.3	Do all vehicles have on-board vehicle management systems?	1		0	
A.10.3.1	Yes	1			
A.10.3.2	No	0			
A.10.4	Are these vehicles monitored from your CCTV Control room for movement and response times? (Demonstrated live vehicle tracking while on site (all vehicles)	1		0	
A.10.4.1	Yes	1			
A.10.4.2	No	0			
A.10.5	Are all your vehicle drivers PSIRA grading of A,B & C?	1		0	
A.10.5.1	Yes	1			
A.10.5.2	No	0			
A.10.6	Demonstrated live vehicle tracking while on site (AR vehicles)	1		0	
A.10.6.1	Yes	1			
A.10.6.2	No	0			
A.11	Alarm Installations	18		0	Comments
A.11.1	How many technical staff do you employ?	3	Where a No or Not Applicable response is captured, no further evaluation will be performed for Alarm Installations		
A.11.1.1	None	0		0	
A.11.1.2	One	1			
A.11.1.3	Two	2			
A.11.1.4	Three or more	3			
A.11.1.5	Not Applicable				
A.11.2	Are your technicians registered with PSIRA? Please provide proof (Posting sheet or OB entry, PSIRA App verification)	5		0	
A.11.2.1	Yes	5			
A.11.2.2	No	0			
A.11.2.3	Not Applicable				
A.11.3	Are your technicians formally trained to install alarm systems? (proof of training certificates provided)	5		0	

A.11.3.1	Yes	5			
A.11.3.2	No	0			
A.11.3.3	Not Applicable				
SAIDSA Bylaw 5 is an intruder alarm installation standard which governs installations performed by approved members of the South African Intruder Detection Service Association (SAIDSA) when required to do so by the insurance industry or requested the client.					
A.11.4	Do you have a list of at least 2 recent installations where we can go and do inspections and make sure they are installed to a standard like SAIDSA Bylaw 5 or similar?	5		0	
A.11.4.1	Yes list provided	5			
A.11.4.2	No list not provided	0			
A.11.4.3	Not Applicable				