Western Cape Government

WESTERN CAPE GOVERNMENT

MOBILITY DEPARTMENT

GENERAL GOODS & SERVICES BID DOCUMENT:
FRAMEWORK CONTRACT

16A – Goods & Services

Template Version 2.04 – May 2026

BID No	:	**MTF02/2026**
BID TITLE	:	**WESTERN CAPE MOBILITY DEPARTMENT (WCMD): ALL REGIONS: PROVISIONING OF SECURITY SERVICES: 3 YEAR FRAMEWORK CONTRACT**
BID CLOSING	:	**11:00 on 22 January 2027**

PURCHASER DETAILS **WESTERN CAPE MOBILITY DEPARTMENT**		**PURCHASER'S REPRESENTATIVE/AGENT** **Christiaan Kriegler: Deputy Director: Management Support Services: GMT**	
PHYSICAL ADDRESS	**POSTAL ADDRESS**	**PHYSICAL ADDRESS**	**POSTAL ADDRESS**
SCM: Tender Office 27 Wale Street CAPE TOWN 8001	SCM Tender Office Private Bag X9083 CAPE TOWN 8000	3 Rusper Street MAITLAND 7405 Contact: Christiaan Kriegler Phone: 021 467 4745 Email: Christiaan.Kriegler@westerncape.gov.za	P O Box 352 MAITLAND 7404

NOTE:

All returnable documents as listed on page 3 in this document, including the Bid Form WCBD1 on page 5 must be completed in full and signed. The entire document, from page 1 through 124 must be submitted with your bid. Non-compliance will cause your bid to be rejected.

Name of Bidding Entity: …….

Company/Corporation Registration Number: ……

CSD/WCSEB Registration Number: MAAA……

WESTERN CAPE GOVERNMENT

MOBILITY DEPARTMENT

WESTERN CAPE MOBILITY DEPARTMENT (WCMD): ALL REGIONS: PROVISIONING OF SECURITY SERVICES: 3 YEAR FRAMEWORK CONTRACT

IMPORTANT NOTICE: Please DO NOT disassemble or dismember this document. DO NOT insert any attached pages to returnable schedules within the page sequence of the document. All additional pages must be attached AFTER the last page of the document and clearly marked to which returnable schedule they belong.

BID DOCUMENT TABLE OF CONTENTS

PART A: The Bid	**Page 2**
List of Returnable Schedules and Documents	Page 3
WCBD1 Bid Form	Page 5
Additional Information, Terms and Conditions for Bidding	Page 7
PART B: Contract, Contract Form & Contract Data	**Page 41**
General Conditions of Contract (GCC)	Page 42
Special Conditions of Contract (SCC)	Page 53
WCBD7.1 Contract Form: Purchase of Goods and Services	Page 69
Contract Data	Page 73
PART C: Pricing Data	**Page 78**
Pricing assumptions & instructions	Page 79
Pricing schedule	Page 80
PART D: Scope of Goods and Services	**Page 85**
Goods & Services Specification	Page 86
Appendix: Drawings, schematics & annexures	**Page 124**

NOTE: The complete contract documentation comprises the following:

- **This document, from and including page 1 forward, up to and including the last page (page 124) in the document page count;**
- **All items included by reference or otherwise in this document;**
- **All addenda/notices issued by the Purchaser to bidders prior to bid closing;**
- **All deviations included in the Schedule of Deviations on page 71 of this document;**
- **All additional pages appended by the bidder to returnable schedules which are accepted by the Purchaser.**

WESTERN CAPE GOVERNMENT

MOBILITY DEPARTMENT

WESTERN CAPE MOBILITY DEPARTMENT (WCMD): ALL REGIONS: PROVISIONING OF SECURITY SERVICES: 3 YEAR FRAMEWORK CONTRACT

List of Returnable Schedules and Documents

IMPORTANT: The bidder must complete all returnable schedules. After completing each schedule, use the "Check" column to tick completion of each returnable schedule as a verification procedure for yourself to ensure all schedules are duly completed. **Failure to complete all returnable schedules will lead to the rejection of your bid.** Please see instructions for completion of returnable schedules on the next page.

1. Returnable Schedules required for bid evaluation and contracting purposes

Schedule No	Schedule Description & Location		Check
	Tender & Contracting Schedules:		
PART A Schedules			
A1	WCBD1: Bid Form	Page 5	☐
A2	Tendering entity and authority of signatory	Page 14	☐
A3	Compulsory Enterprise Questionnaire	Page 19	☐
A4	WCBD6.1(a): Preference Certificate (80:20)	Page 23	☐
A5	WCBD4: Declaration of interest	Page 29	☐
A6	Addenda / Notices issued to tenderers	Page 36	☐
A7	Compliance assessment documents to be returned with this bid	Page 37	☐
PART B Schedules			
B1	WCBD7.1: Contract Form: Purchase of Services	Page 69	☐
B2	Contract Data Part Two: Data provided by the Supplier	Page 76	☐
B3	Supplier's nominees for Framework Core Management Group	Page 77	☐
PART C Schedules			
C1	Pricing Summary	Page 80	☐
C2	Price Schedule	Page 82	☐
PART D Schedules			
D1	Amendments by Supplier	Page 122	☐

2. Returnable Documents to be submitted with bid

Document	Check
• B-BBEE Status Level Verification Certificate	☐
• Printed Current Tax Compliance Status (TCS) Result Summary Page	☐

Important information for completing returnable schedules

1. The returnable schedules list on the previous page shows all the returnable schedules which need to be completed and returned for bid evaluation and contracting purposes. This list includes both document-standard and project-specific schedules. The list should be used as a checklist by the bidder to verify that all returnable schedules have been duly completed, to avoid the bid being rejected due to an incomplete submission.
2. Each returnable schedule per main Part of the document is numbered, starting at Schedule A1 and following a consecutively incremented whole number sequence preceded by the Part identifier through each main Part of the bid document to the final schedule number assigned, as per the returnable schedules list.
3. Schedules can be quickly located by their document page number given in the list of returnable schedules.
4. The bidder must furnish all the information required for each returnable schedule with the indicated amount of detail to ensure compliance of the bid with responsiveness criteria.
5. Some schedules may either require, or have as an option, additional pages of information to be appended by the bidder when submitting the bid. In each case the exact number of additional pages must be indicated in the space provided on that schedule, or indicated as NIL if no additional pages are appended. **Please note: Appended pages must not be directly affixed to the returnable schedule itself, but must be grouped together at the end of the document (or at the end of each two-part section of the document as appropriate when a two-envelope submission is required), and all appended pages must be clearly marked with the schedule number to which they belong.**
6. All returnable schedules require the signature of the bidder's authorised signatory where indicated, and the date.

WESTERN CAPE GOVERNMENT

MOBILITY DEPARTMENT

WESTERN CAPE MOBILITY DEPARTMENT (WCMD): ALL REGIONS: PROVISIONING OF SECURITY SERVICES: 3 YEAR FRAMEWORK CONTRACT

PART A: The Bid

WCBD1: Bid Form

SCHEDULE A1: WCBD1 Part A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE WESTERN CAPE MOBILITY DEPARTMENT			
BID NUMBER:	**MTF02/2026**	CLOSING DATE & TIME:	**11:00 on 22 January 2027**
DESCRIPTION	**WESTERN CAPE MOBILITY DEPARTMENT (WCMD): ALL REGIONS: PROVISIONING OF SECURITY SERVICES: 3 YEAR FRAMEWORK CONTRACT**		
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (WCBD7.1).			

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT THE LOCATION AS STIPULATED IN THE ADDITIONAL INFORMATION, TERMS AND CONDITIONS FOR BIDDING IN THIS DOCUMENT

SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
COMPANY REGISTRATION NO		CSD No:		
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?				
[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]				
TOTAL COST	**The amount/s as reflected for the various Service Categories and Regions in the Pricing Summary of this document.**			
SIGNATURE OF BIDDER	AUTHORISED SIGNATURE AS PER SIGNATURE BOX ON PAGE 6	**DATE**	AS DATED BY COMMISIONER OF OATHS ON PAGE 6	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Ensure Schedule A2 on page 14 of this document is fully completed.)		**Please Note: The total cost above is for bid evaluation and comparison purposes only. The offer shall revert to "NIL, Rates-Only" upon award.**		
BIDDING PROCEDURE AND TECHNICAL ENQUIRIES MAY BE DIRECTED TO:				
CONTACT PERSON	Christiaan Kriegler			
TELEPHONE NUMBER	021 467 4745			
E-MAIL ADDRESS	Christiaan.Kriegler@westerncape.gov.za			

WCBD1: Part A Signature Sheet

For the purpose of simplifying the bid document and bid submission process, the official bid offer signature below by the bidder shall apply to this bid document as a whole, inclusive of all forms and returnable schedules which in the past required separate signatures on each form, including the Bid Form.

DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT/SOLEMNLY AFFIRM

Declaration and signature to be provided by the duly authorised representative of the entity under oath or solemnly affirmed before a Commissioner of Oaths, failure of which will disqualify the tender submission.

I, ……..... hereby swear/solemnly affirm

i. that the information disclosed in this tender document is true and accurate;
ii. that I understand the contents of this tender document;
iii. that the entity undertakes to independently arrive at any offer at any time to the *Client* 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, specifications and conditions or delivery particulars of the products or services to the *Client*;
iv. that the entity is aware of, and undertakes not to, disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the awarding of the contract, and
v. that the authorised signature below serves as the required signature for ALL returnable schedules, including but not limited to the Form of Offer and Acceptance, Preference Certificate, Declaration of Interest and others.

AUTHORISED SIGNATURE OF TENDERER

TO BE COMPLETED BY COMMISSIONER OF OATHS:

I certify that before administering the oath/solemn 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 this declaration?	ANSWER: ……
1.2	Do you have any objection to taking the prescribed oath and wish to make a solemn affirmation instead?	ANSWER: ……
1.3	Do you consider this declaration to be binding on your conscience?	ANSWER: ……

I certify that the deponent has acknowledged that he/she knows and understands the contents of this document inclusive of all declarations therein, which was sworn to/solemnly affirmed before me and the deponent's signature placed thereon in my presence.

…….. ……..…

SIGNATURE **FULL NAMES** (Commissioner of Oaths)

Designation (rank) ……ex officio: Republic of South Africa

Date: ……..……

Place ……

Address: ……..…

Commissioner's Stamp

WCBD1 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)**
1.3.	**BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) AS WELL AS THE WESTERN CAPE SUPPIER EVIDENCE BANK (WCSEB) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTIONS.**
1.4.	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 SPECIAL CONDITIONS OF CONTRACT.
2.	**TAX COMPLIANCE REQUIREMENTS**
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.3	BIDDERS MUST SUBMIT A PRINTED TCS WITH A RESULT SUMMARY PAGE (DOWNLOADED FROM EFILING) TOGETHER WITH THE BID.
2.4	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS AS MENTIONED ABOVE.
3.	**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
	IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO REGISTER ON THE CSD NOR WCSEB NOR TO PROVIDE PROOF OF TAX COMPLIANCE STATUS; NOR OBTAIN A TAX COMPLIANCE STATUS FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) IF NOT REGISTERED AS PER 2.2 ABOVE.

WESTERN CAPE GOVERNMENT

MOBILITY DEPARTMENT

WESTERN CAPE MOBILITY DEPARTMENT (WCMD): ALL REGIONS: PROVISIONING OF SECURITY SERVICES: 3 YEAR FRAMEWORK CONTRACT

Additional Information, Terms and Conditions for Bidding

1. TERMINOLOGY

1.1 In as far as possible, regular terminology where the meaning of words and terms are self-explanatory, clear and unambiguous, is used throughout this document. For the sake of clarity specifically related to the bid document and award of the bid, the following words and terms are to be interpreted as follows:

- "Bid" and "tender" have the same meaning, which is also the case for "bidder" and "tenderer". "Bid" and "bidder" are the preferred terms used throughout this document.
- For bids, the terms "bid is non-responsive", "bid is non-compliant", "bid is not acceptable (or unacceptable)", "bid is disqualified", "bid is rejected", "bid is invalid", "bid is not considered" or syntax variations of any of these terms, all refer to various instances of the bid failing to meet certain criteria stated in the bid document which automatically result in an outcome where the bid is not awarded to the bidder.

2. SUPPLIER DATABASE REGISTRATION

Supplier Database Registration

All **prospective** Service Providers **must** be registered on:

- The Central Supplier Database (**CSD**), by tender closing date.
- All prospective Service Providers who are not registered on the CSD are requested to self-register via www.csd.gov.za.

Prospective Service Providers should be duly registered on the Western Cape Supplier Evidence Bank (**WCSEB**) for annual update of compulsory returnable schedules) WCBD4 and WCBD 6.1, BBBEE certificates/affidavit.

- Should assistance be required for the registration on the WCSEB you may contact the help centre at 021 833 5361 or an email can be directed to wcseb@westerncape.gov.za
- All Service Providers duly registered on the WCSEB are also requested to annually update their WCBD4, Declaration of Interest as well as their B-BBEE Rating Certificate or Sworn Affidavit in their original formats to the address below (copies, faxed or emailed copies will not be accepted).

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

3. BID DOCUMENT/S

3.1 The bid document (this document), issued by the Purchaser, is comprised of the Parts listed in the Bid Document Table of Contents on page 2 of this document. The bid document may be issued in two separately issued documents: the main document and the Appendix.

This bid document contains the "returnable documents" which must be completed and submitted to the Purchaser.

3.2 Documents will be available after **08:00** from **20 November 2026.**

Tender documents are only issued in electronic format, from the e-Tender portal of the National Treasury. **It is the tenderer's responsibility to ensure that they obtain all the necessary documents/electronic files required for submission of a complete tender**. Documents issued via the e-Tender Portal are free of charge, and are available at https://www.etenders.gov.za.

3.3 Queries relating to these documents may be addressed to:
Name : **Christiaan Kriegler: Deputy Director: Management Support Services: GMT**
Phone : 021 467 4745
E-mail : Christiaan.Kriegler@westerncape.gov.za

3.4 **The closing time for receipt of bids is 11:00 on 22 January 2027.** Bids submitted by facsimile, electronically, and late bids will not be accepted.

4. COMPULSORY BID CLARIFICATION MEETING AND BID ENQUIRIES

There will be no bid clarification meeting (compulsory or non-compulsory) prior to the closing of bid. However, bidders will have the opportunity to submit any questions (technical or otherwise) via email to the Purchaser's Representative as identified on the document front page and in 3.3 above. No telephonic queries will be entertained.

Deadline for enquiries will be **8 December 2026** to enable the Purchaser to consolidate a reply with answers which will be posted to the e-Tender portal where it can be accessed by all bidders. Enquiries made beyond the deadline date will not be responded to.

Bidders are required to ensure that they periodically check the e-Tender portal for any guidance and/or information provided with respect to this bidding process.

5. CONTRACTING PARTIES

5.1 If awarded, the contract will be between the successful bidder(s) and the Purchaser as identified in the Contract Data.

5.2 A bid may therefore be awarded to one or more bidders who are the highest ranked or bidders scoring the highest number of bid evaluation points, as relevant, based on the bid submissions that are received at the closing time for bids, further subject to the following:

a) The Purchaser reserves the option to average the rates and prices offered by the highest ranked successful bidders whose rates were deemed reasonable and market-related for each Service Category and Region, selected to be appointed under this contract, and to compile a modified pricing schedule with a set of common rates and prices which will apply across the board to all the Suppliers for that Service Category and Region during execution of this contract. If the Purchaser exercises this option, a contract shall be awarded to those selected bidders accepting the modified common pricing schedule.

6. IMPORTANT INFORMATION FOR COMPLETING AND SUBMITTING THE BID

6.1 The minimum requirement in terms of offered pricing for this Framework Contract, is that the bidder will submit AT LEAST ONE full pricing offer for ANY ONE of the Service Categories, in ANY ONE of the Western Cape Provincial Regions. Bidders may submit multiple pricing offers for multiple Service Categories in multiple Regions, depending on their capacity and presence in any geographical location, e.g. a control room located in the Region, licensing for operating K9 services in the Region, etc. Please note the following in terms of geographic location of the bidding entity:

- An uninterrupted guarding service is mandatory. Guards must be available for all shifts without exception and relief personnel must be positioned close enough to respond immediately to ensure continuity.
- Likewise, supervisory resources must be located in close proximity to service sites, enabling supervisors to physically attend guard posts promptly to monitor compliance with service delivery standards.
- To support these requirements and to ensure bidders can provide real-time operational coordination and rapid deployment of relief and supervisory personnel, the bidder must operate (not outsource) a fully functional Control Room within the designated District Municipal Area for which a bid is submitted. The Control Room must be permanently staffed, owned or leased by the bidder, and may not rely on external monitoring centres for any core control-room functions.
- This includes having the necessary infrastructure and systems to maintain constant monitoring and communication, operating 24/7, 365 days a year to guarantee vigilance and responsiveness.

- Offers that cannot demonstrate this capability will be deemed non-responsive and will not be considered.

6.2 The Purchaser requires bidders to return an appropriately priced Price Schedule with their bid submission. For each Service Category and Region that a price offer is submitted, **ALL ITEMS** in the pricing table for that Service Category including pricing for overheads and profit for the Region/s applicable, must be completed to constitute a valid, responsive offer for that Service Category and Region. Please note the following:

a) Bidders may NOT include pricing for any item intentionally in the rate or price of another item in the Price Schedule. EVERY ITEM must be priced separately, broken down into the exact pricing items as laid out in the Price Schedule. Failing to duly price all items in the Price Schedule will lead to rejection of your bid for that Service Category in that Region.

b) **Summarising parts or sections of the Price Schedule into single lump sums or rates without providing the breakdown of pricing of items as per the Price Schedule, is not acceptable and your bid will be rejected if so submitted.**

6.3 Submitting the electronic Price Schedule C1 & C2:

(a) Bidders must ensure they obtain, complete and submit the electronic Pricing Schedule issued as part of the bid documentation. The electronic Pricing Schedule is in the form of a Microsoft Excel Workbook, named **MTF02-2026 Security Framework Pricing Schedule C1 & C2**.

(b) The rates and prices offered by the bidder must be entered into the appropriate worksheet/s and completed in full for each Service Category and Region the bidder is submitting an offer for. DO NOT make printouts of any of the worksheets, but save a digital copy of the completed electronic Pricing Schedule on removable media (such as a memory stick) and include that media in the envelope of the submitted bid document. The filename of the submitted electronic Pricing Schedule must include an identifier for the bidder added to the issued filename, for example **"MTF02-2026 Security Framework Pricing Schedule C1 & C2 – Bidder A".** Bids received without a submitted copy of the completed electronic Pricing Schedule, will be deemed non-responsive.

(c) **VERY IMPORTANT:** After completion of the worksheet/s for each Service Category and Region, the total of the Prices for each Service Category and Region as calculated by the electronic Pricing Summary MUST be physically written into the hardcopy Pricing Summary (Schedule C1) in the bid document itself, to create a clear an unambiguous link between the submitted electronic pricing document and the hardcopy bid document.

(d) In the event of removable media in bid submissions received being unreadable or corrupted in some way, bidders are advised to email a copy of the completed electronic Pricing Schedule on the same day as bid closing, to SCM representative Karin Kock at email address Karin.Kock@westerncape.gov.za , identifying the sending bidding entity and bid number. Please note that the emailed Pricing Schedule is only a backup in the event that the originally submitted copy on removable media is unreadable or corrupted, not an option replacing the requirement for submitting same with the bid document.

(e) **PLEASE NOTE:** The electronic Pricing Schedule is locked (protected) with only the rate items (highlighted in green) available for entering pricing in each worksheet. If it is found that the electronic Pricing Schedule has been unlocked, altered or modified in any way, the bidder's entire submission will be rejected.

6.4 **PLEASE NOTE:**

Bidders are prohibited from altering anything apart from inserted required information in the original document. Only the original, unmodified document will be considered authentic and binding for contract purposes, overriding any changes made by the bidder.

No alterations/corrections to inserted information in the document (including pricing) may be performed by erasing or using masking fluid ("Tipp-Ex" or similar) on any submitted page. Alterations/corrections to inserted information may only be performed as follows:

(a) Strike a line through the incorrect information, write the corrected information as appropriate (under, above or next to the information to be corrected), **and initial at every incidence of alteration/correction**.

(b) In the case of access to a digital copy of the bid document (PDF), simply reprint the page, enter the information on the reprinted page and substitute in the document.

Bid submissions with alterations/corrections not in compliance with the requirements as described above, will be rejected.

6.5 The terms and conditions of contract as contained in this document, comprise the only terms and conditions on which this bid will be awarded. No other terms and conditions proposed by the bidder will be accepted.

6.6 No alternative bid offers will be considered.

6.7 **PLEASE NOTE: The complete bid document comprising pages 1 through 124 must be returned to the Purchaser when submitting a bid offer. If the pricing schedule or parts thereof are contained in the Appendix to this document, the duly completed pricing schedule or parts thereof must be returned with the bid document.** Other drawings, schematics or annexures in the Appendix need NOT be returned with the bid offer, unless there are specific instructions for a specific item to be returned, or if the bidder wishes to utilise any item for clarification purposes when submitting an alternative bid offer, when applicable.

6.8 The bid shall be signed by a person duly authorised to do so. Bids submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. The document of formation of the joint venture shall state explicitly what the percentage participation in the joint venture will be of each entity involved.

6.9 A two-envelope procedure will not be followed for this bid.

6.10 The Purchaser's address for delivery of bid offers and identification details to be shown on each bid offer package are as follows:

Identification details: Bid No: **MTF02/2026**

Location of bid box: **Western Cape Mobility Department**
27 Wale Street
CAPE TOWN
(Deposit bid document envelope/s into bid box slot on 27 Wale)

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

The bid slot opening is about 35cm wide and 10cm high, therefore, bid documents with larger dimensions must be delivered during office hours 08:00 – 15:00 for handover to an SCM official. Bidders to ensure that they document the name and contact of the officials who took receipt of the bid document.

Bid offers couriered to the Purchaser must be delivered to the following address:

WESTERN CAPE MOBILITY DEPARTMENT
SCM: Tender Office
27 Wale Street
CAPE TOWN
8001

Bids sent via courier must be delivered during office hours 08:00 – 15:00. Bidders must ensure they keep proof of delivery in every instance.

7. BID OFFER VALIDITY PERIOD

Your bid offer is valid for a period of **approximately 16 weeks after bid closing**, expiring on **14 May 2027.** The Purchaser reserves the right to request an extension to the bid's validity period. In such circumstances, only offers from those bidders accepting the extension will be considered.

IMPORTANT- Please Note: Any certificates or supporting documentation referenced in Returnable Schedule A7 and submitted with the bid must also remain valid for the duration of the validity period. In instances where certificates expire during this period or are found to be close to expiration, the Purchaser reserves the right to request updated or renewed certificates prior to the commencement of the evaluation process or the award of the bid. Failure to provide updated documents upon request within one week, or submission of invalid or expired documents, will result in the bid being deemed non-compliant and disqualified from further consideration.

8. BID OPENING AND BID EVALUATION PROCEDURES

8.1 The time and location for opening of the bid offers is:

Time: **11:00 on 22 January 2027**
Location: **WESTERN CAPE MOBILITY DEPARTMENT**,
27 Wale Street
CAPE TOWN
8001

Bids will be opened immediately after the closing date and time, and **a list of all bids received will be published on eTender within 10 days from tender closing**.

8.2 Test for acceptability: Bids will not be acceptable if:

- the bid is not in full compliance with specifications,
- the bidder has not fully completed and signed where required,
- the complete bid document inclusive of all the returnable documents as listed on page 3 of this bid document has not been submitted,
- all the requirements for bid submissions stated in this document have not been adhered to, or
- the bidder has failed to clarify or submit any supporting documentation or supporting information for clarification within seven days of being requested to do so in writing.

8.3 Arithmetical errors: When bids are checked for arithmetic errors, corrections shall be made in the following manner:

- If a schedule of rates/prices apply and there is an error in the line item total price resulting from the product of the unit rate and the quantity, the unit rate shall govern and the line item total price shall be corrected;
- Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the bidder's addition of prices, the corrected total of the prices shall govern and the bidder will be requested in writing to revise the total of the prices to achieve a corrected bid offer. If the bidder does not confirm in writing agreement to the revision of the offer in accordance with the corrected revised total of the prices within 7 calendar days after receipt of the Purchaser's written request to do so, the bid will be rejected;
- If a schedule of rates apply and where there is a discrepancy between the amounts in figures and in words entered in the Bid Form, the amount corresponding to the correct total of the prices shall govern and the other corrected;
- If a schedule of rates apply and where there is a discrepancy between the amounts in the Bid Form and the total of the prices in the Price Schedule, the amount corresponding to the correct total of the prices shall govern and the other corrected;
- In the absence of a schedule of rates and where there is a discrepancy between the amounts in figures and in words entered in the Bid Form, the amount in figures shall govern.

8.4 The procedure for the evaluation of responsive bids is **Price and Preference**

8.4.1 Price will be scored using the Formula $\mathbf{P_s = 80(1-((P_t - P_{min})/P_{min})}$ where:

1. P_s is the number of points scored for comparative price of bid under consideration;
2. P_{min} is the comparative price of the lowest acceptable bid offer;
3. P_t is the comparative price of bid offer under consideration.

8.4.2 Preference will be scored as follows:

Up to 20 bid evaluation points will be awarded to bidders who complete the preferencing schedule and who are found to be eligible for the preference claimed. The maximum attainable combined score for price and preference is 80+20=100 points.

8.5 Bids will only be considered if all the requirements as stated in these terms and conditions and in the GCC and SCC are complied with. Specific emphasis is placed on the following criteria for responsiveness:

(1) It is not compulsory for bidders to be registered on the WCSEB by date of tender closing. The appointed service provider will however be required to register on the Western Cape Supplier Evidence Bank (WCSEB) to ensure all compulsory information is obtained upon expiry or annual renewal during the contract period. For the tender process, a completed WCBD4 form (Returnable Schedule A4) must be included in this document to enable responsiveness;

(2) the bidder is registered on the Central Supplier Database (CSD) and the bidder is shown to be tax compliant either via online CSD verification, or by attaching written proof by SARS of approved arrangements in terms of the Supplier's tax clearance by close of bid;

(3) **the bidder submits this complete bid document from page 1 to page 124 inclusive, with all returnable schedules duly completed and priced as per the instructions pertaining to each schedule and section, and requirements stated in these conditions of bidding at the close of bid;**

(4) neither the bidder nor any of its directors/members/partners is listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act (Act 12 of 2004) as a person prohibited from doing business with the public sector;

(5) neither the bidder nor any of its directors/members/partners are listed on the National Treasury's database of suppliers or persons prohibited from doing business with the public sector;

(6) the bidder has not:

- abused the Purchaser's Supply Chain Management System, evidence of which can be clearly demonstrated by the Purchaser;
- failed to complete any previous contract due to the Supplier's own fault for any organ of state within the last 2 years;
- submitted more than one offer (including participation in joint venture/consortium arrangements with others);

(7) the bidder has completed the Compulsory Enterprise Questionnaire, Declaration of Interests (WCBD 4) and there are no conflicts of interest which may impact on the bidder's ability to perform the contract in the best interests of the Purchaser or potentially compromise the bid process.

8.6 All bids are subject to a comprehensive risk assessment in terms of:

1. Financial viability and sustainability;
2. Evaluation and validation of the required information provided by the bidder in inter alia returnable schedules including the evaluation of compliance documentation specified to be submitted in returnable Schedule A7: "Compliance assessment documents to be returned with this bid".

The Purchaser reserves the right to request, in writing, additional information from bidders to clarify their offer if deemed necessary for risk assessment purposes. Failure on the part of the bidder to provide the additional information within seven calendar days after receipt of such a request will disqualify the bid. Bid offers which present an unacceptable high risk to the Purchaser in terms of any of the risk assessment criteria, will be rejected.

Prior to bid award, an on-site inspection of the bidder's business and operations may be undertaken by officials of the Purchaser to make an assessment of the facilities and manufacturing capabilities of the bidder (if applicable), for verification purposes and completion of the overall risk assessment for this bid. Each party will be responsible for their own costs related to such on-site inspection. If the site inspection reveals any falsification or misrepresentation of information submitted by the bidder in the bid submission, the bid may be disqualified.

9. CANCELLATION OF BID

An organ of state may, prior to the award of the bid, cancel a bid if-

(a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
(b) funds are no longer available to cover the total envisaged expenditure; or
(c) no acceptable bids are received, or
(d) there is a material irregularity in the bid process.

The decision to cancel a bid invitation will be published in the same manner in which the original bid invitation was advertised.

WESTERN CAPE GOVERNMENT

MOBILITY DEPARTMENT

WESTERN CAPE MOBILITY DEPARTMENT (WCMD): ALL REGIONS: PROVISIONING OF SECURITY SERVICES: 3 YEAR FRAMEWORK CONTRACT

SCHEDULE A2: Bidding entity and authority of signatory

The purpose of this Schedule is:

Section 1: To obtain the necessary information about the bidding entity and confirm the official bid offer signature of the bidder;

Section 2: To establish authority of the signatory to sign the bid offer and all other documents and/or correspondence in connection with and relating to the bid.

INSTRUCTIONS FOR COMPLETING THIS SCHEDULE:

Bidding entities may be sole proprietors, partnerships, trusts, companies, close corporations or consortia / joint ventures. This Schedule must be completed as follows:

- **If the bidding entity is a sole proprietor, trust, partnership, company or close corporation**, then complete both this page and Section 2.1 of this Schedule, and leave Sections 2.2 and 2.3 blank.
- **If the bidding entity is a consortium or joint venture**, then complete both this page and Sections 2.2 and 2.3 of this Schedule, and leave Section 2.1 blank.
- The contact details below must be the officially designated contact addresses which will be used by the *Client* for any and all communication in regard to this tender.

Section 1: Bidding entity

THE BIDDING ENTITY IS: (Circle or mark with X the applicable option)

Sole proprietor	Partnership	Trust	Company	Close corporation	Consortium	Joint venture

NAME AND REGISTRATION NUMBER OF THE BIDDING ENTITY: As per Schedule A1
(Legally correct full name and registration number of the bidding entity)

CONTACT DETAILS: As per Schedule A1

AUTHORISED SIGNATURE OF BIDDER AS PER SCHEDULE A1 (BID FORM) OF THIS DOCUMENT IS CONFIRMED AS THE OFFICIAL SIGNATURE FOR THIS BID

Section 2: Authority of signatory

2.1: Resolution of board of *Trustees/Directors/Members/Partners

Notes:
1. *Delete which is not applicable.
2. IMPORTANT: This resolution must be signed by ALL the trustees/directors/members/partners of the tendering entity.
3. Should the number of trustees/directors/members/partners exceed the space available below, additional names and signatures must be supplied on a separate page.

RESOLUTION by the *Proprietor/Board of *Trustees/Directors/Members/Partners of:

…….
(Legally correct full name and registration number, if applicable, of the bidding entity)

Taken at …….. On ……
(Place) (Date)

	Name of Proprietor/Trustee/Director/Member/Partner	**Capacity**	**Signature**
1			
2			
3			
4			
5			
6			

(Append separate page if not enough space)

RESOLVED that:

1. The entity submits a bid to the Western Cape Mobility Department in respect of Bid No: **MTF02/2026: WESTERN CAPE MOBILITY DEPARTMENT (WCMD): ALL REGIONS: PROVISIONING OF SECURITY SERVICES: 3 YEAR FRAMEWORK CONTRACT**

2. *Mr/Mrs/Ms: ……

in *his/her capacity as: ……
(Position in the entity)

and who will sign the tender offer in Schedule A1 (Bid Form) of this document, be, and is hereby authorised, to sign the bid, and any and all other documents and/or correspondence in connection with and relating to the bid and any and all documentation, resulting from the award of the bid to the entity mentioned above.

Number of additional pages appended by the bidder to this Schedule: .....(If nil, enter NIL).

2.2: Resolution to enter into Consortium / Joint Venture

Notes:
1. *Delete which is not applicable
2. A separate copy of this Section 2.2 must be duly completed, signed and submitted for each consortium/joint venture partner.
3. IMPORTANT: This resolution must be signed by ALL the trustees/directors/members/partners of the entity entering into the consortium/joint venture.
4. Should the number of representatives exceed the space available below, additional names and signatures must be supplied on a separate page.

RESOLUTION by the *Proprietor/Board of *Trustees/Directors/Members/Partners of:

……..
(Legally correct full name and registration number, if applicable, of the entity)

Taken at …….. On ……
(Place) (Date)

	Name of Proprietor/Trustee/Director/Member/Partner	**Capacity**	**Signature**
1			
2			
3			
4			
5			
6			

(Append separate page if not enough space)

RESOLVED that:

1. The entity submits a bid, in consortium/joint venture with the following entities to the Western Cape Mobility Department in respect of Bid No **MTF02/2026: WESTERN CAPE MOBILITY DEPARTMENT (WCMD): ALL REGIONS: PROVISIONING OF SECURITY SERVICES: 3 YEAR FRAMEWORK CONTRACT**

	Full legally correct name of entity	**Registration No** (if applicable)
1		
2		
3		
4		
5		
6		

(Append separate page if not enough space)

Number of additional pages appended by the bidder to this Schedule: .....(If nil, enter NIL).

2.3: Resolution to bid as Consortium / Joint Venture

Notes:

1. IMPORTANT: This resolution must be signed by ALL the representatives of the bidding consortium/joint venture.
2. Should the number of representatives exceed the space available below, additional names and signatures must be supplied on a separate page.
3. Enter the entity details and representative details in the same and corresponding numerical sequence into the respective tables below.

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for Bid No: **MTF02/2026: WESTERN CAPE MOBILITY DEPARTMENT (WCMD): ALL REGIONS: PROVISIONING OF SECURITY SERVICES: 3 YEAR FRAMEWORK CONTRACT**

	Full legally correct name of entity	**Registration No** (if applicable)
1		
2		
3		
4		
5		
6		

(Append separate page if not enough space)

Held at …….. On……
(Place) (Date)

	Name of authorised representative	**Capacity**	**Signature**
1			
2			
3			
4			
5			
6			

(Append separate page if not enough space)

RESOLVED that:

A. The abovementioned entities submit a bid in consortium/ joint venture to the Department in respect of the bid mentioned above.

B. *Mr/Mrs/Ms: ……

in *his/her capacity as: ……
(Position in the bidding consortium/joint venture)

and who will sign the bid offer in Schedule A1 (Bid Form) of this document, be, and is hereby authorised, to sign the bid, and any and all other documents and/or correspondence in connection with and relating to the bid, as well as to sign any contract, and any and all documentation, resulting from the award of the bid to the entities in the consortium/joint venture mentioned above.

C. The entities constituting the consortium/joint venture, notwithstanding its composition, shall conduct all business under the name and style of:

……
(Consortium/joint venture name)

D. The entities to the consortium/joint venture accept joint and several liability with the parties above for the due fulfillment of the obligations of the consortium/joint venture deriving from, and in any way connected with, the contract to be entered into with the Department in respect of the bid mentioned above.

E. Any of the entities to the consortium/joint venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the entities shall remain jointly and severally liable to the Department for the due fulfillment of the obligations of the consortium/joint venture as mentioned under item D above.

F. No entity to the consortium/joint venture shall, without the prior written consent of the other entities to the consortium and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the contract with the Department referred to herein.

G. The entities choose as domicilium citandi et executandi of the consortium/joint venture for all purposes arising from the consortium/joint venture agreement and the contract with the Department in respect of the bid mentioned above, the physical address and contact details as furnished on the first page of this Schedule.

Number of additional pages appended by the tenderer to this Schedule: .....(If nil, enter NIL).

WESTERN CAPE GOVERNMENT

MOBILITY DEPARTMENT

WESTERN CAPE MOBILITY DEPARTMENT (WCMD): ALL REGIONS: PROVISIONING OF SECURITY SERVICES: 3 YEAR FRAMEWORK CONTRACT

SCHEDULE A3: Compulsory Enterprise Questionnaire

Note: In the case of a consortium/joint venture, separate enterprise questionnaires as per this schedule in respect of each consortium/joint venture partner must be completed and submitted.

Section 1: **Name of enterprise:**……

Address of enterprise:……

……

……

Section 2: **VAT registration number, if any:**……..

Section 3.1: **CIDB registration number, if any:**	**Section 3.2:** **CSD Registration Number:**
N/A	……

Section 4: **Particulars of sole proprietors and partners in partnerships**

Name*	**Identity number***	**Personal income tax number***

***** Complete only if sole proprietor or partnership and append separate page if more than 6 partners

Section 5: **Particulars of companies and close corporations**

Company registration number……

Close corporation number……

Tax reference number……

Section 6: Record of service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- □ a member of any municipal council
- □ a member of any provincial legislature
- □ a member of the National Assembly or the National Council of Province
- □ a member of the board of directors of any municipal entity
- □ an official of any municipality or municipal entity
- □ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- □ a member of an accounting authority of any national or provincial public entity
- □ an employee of Parliament or a provincial legislature

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	**Name of institution, public office, board or organ of state and position held**	**Status of service (tick appropriate column)**	
		current	**Within last 12 months**

Append separate page if not enough space

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

Name of spouse, child or parent	**Name of institution, public office, board or organ of state and position held**	**Status of service (tick appropriate column)**	
		current	**Within last 12 months**

Append separate page if not enough space

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise:

i) authorizes the Purchaser to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;

ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;

iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the Scope of Supply that could cause or be interpreted as a conflict of interest;

iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

AUTHORISED SIGNATURE OF BIDDER AS PER SCHEDULE A1 (BID FORM) OF THIS DOCUMENT SERVES AS SIGNATURE FOR THIS SCHEDULE

Number of additional pages appended by the bidder to this Schedule: .....(If nil, enter NIL).

WESTERN CAPE GOVERNMENT

MOBILITY DEPARTMENT

WESTERN CAPE MOBILITY DEPARTMENT (WCMD): ALL REGIONS: PROVISIONING OF SECURITY SERVICES: 3 YEAR FRAMEWORK CONTRACT

SCHEDULE A4: WCBD 6.1(a): PREFERENCE CERTIFICATE (80:20)

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

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

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

---

1. DEFINITIONS

1.1 **"acceptable tender"** means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document.

1.2 **"affidavit"** is a type of verified statement or showing, or in other words, it contains a verification, meaning it is under oath or penalty of perjury, and this serves as evidence to its veracity and is required for court proceedings.

1.3 **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

1.4 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

1.5 "**B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

1.6 **"bid"** means a written offer on the official bid documents or invitation of price quotations and "tender" is the act of bidding /tendering;

1.7 "**Code of Good Practice"** means the generic codes or the sector codes as the case may be;

1.8 **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

1.9 **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;

1.10 **"EME"** is an Exempted Micro Enterprise with an annual total revenue of R10 million or less.

1.11 **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

1.12 **"Large Enterprise"** is any enterprise with an annual total revenue above R50 million;

1.13 **"non-firm prices"** means all prices other than "firm" prices;

1.14 **"person"** includes a juristic person;

1.15 **"price" means an amount of money tendered for goods or services, and** includes all applicable taxes less all unconditional discounts;

1.16 **"proof of B-BBEE status level contributor"** means-

(a) The B-BBEE status level certificate issued by an authorized body or person;

(b) A sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or

(c) Any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.

1.17 **QSE** is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million;

1.18 **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

1.19 "**sub-contract**" means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.

1.20 "**tender**" means a written offer in the form determined by an organ of state in response to an invitation to provide or services through price quotations, competitive tendering process or any other method envisaged in legislation;

1.21 "**tender for income-generating contracts**" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions;

1.22 **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);

1.23 "**the Regulations**" means the Preferential Procurement Regulations, 2022;

1.24 **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette on 11 October 2013;*

1.25 **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

1.26 **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

2 GENERAL CONDITIONS

2.1 The following preference point systems are applicable to all bids:

the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

2.2 Preference point system for this bid:

The value of this bid is estimated **not to exceed R50 000 000** (all applicable taxes included) and therefore **the 80/20 preference point system shall be applicable.**

2.3 Preference points for this bid shall be awarded for:

(a) Price; and
(b) B-BBEE Status Level of Contribution.

2.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	**80**
B-BBEE STATUS LEVEL OF CONTRIBUTOR	**20**
Total points for Price and B-BBEE must not exceed	**100**

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

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

Department.

3. ADJUDICATION USING A POINT SYSTEM

3.1 Subject to Section 2 (1) (f) of the Preferential Procurement Policy Framework Act, 2000, the **bidder obtaining the highest number of total points** will be awarded the contract.

3.2 A tenderer must submit proof of its B-BBEE status level of contributor in order to claim points for B-BBEE.

3.3 A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE will not be disqualified but will only score:

(a) points out of 80 for price; and

(b) 0 points out of 20 for B-BBEE

3.4 Points scored must be rounded off to the nearest 2 decimal places.

3.5 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.6 As per section 2 (1) (f) of the Preferential Procurement Policy Framework Act, 2000, the contract may be awarded to a bidder other than the one scoring the highest number of total points based on objective criteria in addition to those contemplated in paragraph (d) and (e) of the Act that justifies the award to another tenderer provided that it has been stipulated upfront in the tendering conditions.

3.7 Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.

4. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4.1 **POINTS AWARDED FOR PRICE**

4.1.1 **THE 80/20 PREFERENCE POINT SYSTEM**

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

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

5.1 **POINTS AWARDED FOR PRICE**

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

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

Where

Ps= Points scored for price of tender under consideration

Pt= Price of tender under consideration

Pmax = Price of highest acceptable tender

6 POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

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

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

6.2 An ***EME*** must submit a valid, originally certified affidavit confirming annual turnover and level of black ownership or an affidavit issued by Companies Intellectual Property Commission

6.3 A ***QSE that is less than 51 per cent (50% or less) black owned*** must be verified in terms of the QSE scorecard issued via Government Gazette and submit a valid, original or a legible certified copy of a B-BBEE Verification Certificate issued by SANAS.

6.4 A ***QSE that is at least 51 per cent black owned (51% or higher)*** must submit a valid, originally certified affidavit confirming turnover and level of black ownership as well as declare its empowering status or an affidavit issued by Companies Intellectual Property Commission.

6.5 A ***large enterprise*** must submit a valid, original or originally certified copy of a B-BBEE Verification Certificate issued by a verification agency accredited by SANAS.

6.6 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

6.7 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status level verification certificate for every separate tender.

6.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

7 BID DECLARATION

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

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

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

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

9 SUB-CONTRACTING

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

9.1.1 If yes, indicate:

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

(ii) the name of the sub-contractor? ……..

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

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

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

10. DECLARATION WITH REGARD TO COMPANY/FIRM

10.1 Name of company/ entity: ……..

10.2 VAT registration number: ……

10.3 Company Registration number: ……..

10.4 TYPE OF COMPANY/ FIRM

☐ Partnership/ Joint Venture/ Consortium

☐ One-person business/ sole propriety

☐ Close corporation

☐ Public Company

☐ Personal Liability Company

☐ (Pty) Limited

☐ Non-Profit Company

☐ State Owned Company

[SELECT APPLICABLE ONE]

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

(a) The Western Cape Government reserves the right to audit the B-BBEE status claim submitted by the bidder.

(b) As set out in Section 13O of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly:

(i) misrepresents or attempts to misrepresent the B-BBEE status of an enterprise;

(ii) provides false information or misrepresents information to a B-BBEE Verification Professional in order to secure a particular B-BBEE status or any benefit associated with compliance to the B-BBEE Act;

(iii) provides false information or misrepresents information relevant to assessing the B-BBEE status of an enterprise to any organ of state or public entity; or

(iv) engages in a fronting practice.

(c) If a B-BBEE verification professional or any procurement officer or other official of an organ of state or public entity becomes aware of the commission of, or any attempt to commit any offence referred to in paragraph 10.5 (a) above will be reported to an appropriate law enforcement agency for investigation.

(d) Any person convicted of an offence by a court is liable in the case of contravention of 10.5 (b) to a fine or to imprisonment for a period not exceeding 10 years or to both a fine and such imprisonment or, if the convicted person is not a natural person to a fine not exceeding 10 per cent of its annual turnover.

(e) The purchaser may, if it becomes aware that a bidder may have obtained its B-BBEE status level of contribution on a fraudulent basis, investigate the matter. Should the investigation warrant a restriction be imposed, this will be referred to the National Treasury for investigation, processing and imposing the restriction on the National Treasury's List of Restricted Suppliers. The bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, may be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied.

(f) The purchaser may, in addition to any other remedy it may have –

(i) disqualify the person from the bidding process;

(ii) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(iii) cancel the contract and claim any damages which it has suffered as a result of having to make

less favourable arrangements due to such cancellation; and

(iv) forward the matter for criminal prosecution.

(g) The information furnished is true and correct.

(h) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 2 of this form.

AUTHORISED SIGNATURE OF BIDDER AS PER SCHEDULE A1 (BID FORM) OF THIS DOCUMENT SERVES AS SIGNATURE FOR THIS SCHEDULE

Number of additional pages appended by the tenderer to this Schedule: .....(If nil, enter NIL).

WESTERN CAPE GOVERNMENT

MOBILITY DEPARTMENT

WESTERN CAPE MOBILITY DEPARTMENT (WCMD): ALL REGIONS: PROVISIONING OF SECURITY SERVICES: 3 YEAR FRAMEWORK CONTRACT

SCHEDULE A5: WCBD 4: DECLARATION OF INTERESTS, BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES AND INDEPENDENT BID DETERMINATION 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 Manage 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) by bid closing date.
4. It is advisable to register on the Western Cape Supplier Evidence Bank (WCSEB) to ensure that the compulsory schedules (included in this bid), i.e., WCBD4 and WCBD 6.1 and BBBEE certificate/affidavit are annually updated (before expiry) on the WCSEB.
5. 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.
6. 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.
7. **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 a 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 not to do anything,

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.

8. 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.

9. 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.

10. The bid of any bidder may be disregarded if that bidder or any of its directors have abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; or failed to perform on any previous contract.

11. 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.

12. 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.

13. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.

14. 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		
A1.	*CSD Registration Number* *IMPORTANT: PLEASE NOTE:*	**MAAA……**
A2	*Name of the Entity*	
A3.	*Entity registration Number (where applicable)*	
A4.	*Entity Type*	
A5.	*Tax Reference Number*	

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

TABLE A

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

(if not enough space, attach additional pages)

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 the public enterprise should first obtain the necessary approval (RWOPS), 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 the Institution? ***(If yes, refer to Public Service Circular EIM 1/2016 to exercise the listed actions)***	NO	YES
B2.	Are any employees of the entity also employees of an organ of state? ***(If yes complete Table B and attach their approved "RWOP")***	NO	YES
B3.	Are any family members of the persons listed in Table A employees of an organ of state? ***(If yes complete Table B)***	NO	YES

TABLE B

Details of persons connected with the bidder who are employees of the Institution as defined should be disclosed in Table B below.

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

(if not enough space, attach additional pages)

SECTION C: PERFORMANCE MANAGEMENT AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
To enable the prospective bidder to provide evidence of past and current performance.

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

C2.
TABLE C

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

NAME OF CONTRACTOR	PROVINCIAL DEPARTMENT OR PROVINCIAL ENTITY	TYPE OF SERVICES OR COMMODITY	CONTRACT / ORDER NUMBER	PERIOD OF CONTRACT	VALUE OF CONTRACT

(if not enough space, attach additional pages)

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)? *(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) 3265445.)*	NO	YES

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
See reference to authorised signature below.

AUTHORISED SIGNATURE OF TENDERER AND AFFIDAVIT AS PER SCHEDULE 1 (TENDER OFFER SIGNATURE AND AUTHORITY OF SIGNATORY) OF THIS DOCUMENT SERVES AS SIGNATURE AND AFFIDAVIT FOR THIS SCHEDULE

Number of additional pages appended by the tenderer to this Schedule: .....(If nil, enter NIL).

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

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

WESTERN CAPE GOVERNMENT

MOBILITY DEPARTMENT

WESTERN CAPE MOBILITY DEPARTMENT (WCMD): ALL REGIONS: PROVISIONING OF SECURITY SERVICES: 3 YEAR FRAMEWORK CONTRACT

SCHEDULE A6: Addenda / Notice(s) issued to bidders

We confirm that the following communications / addenda / notice(s) to bidders received from the Purchaser before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer (If no addenda/notices mark schedule NIL, if not enough space, attach additional pages):

ADDENDUM No	DATE	SUBJECT MATTER OF ADDENDUM / NOTICE

Documentary evidence of addenda / notices issued to bidders indicating proof of receipt must accompany this Schedule.

AUTHORISED SIGNATURE OF BIDDER AS PER SCHEDULE A1 (BID FORM) OF THIS DOCUMENT SERVES AS SIGNATURE FOR THIS SCHEDULE

Number of additional pages appended by the bidder to this Schedule: .....(If nil, enter NIL).

WESTERN CAPE GOVERNMENT

MOBILITY DEPARTMENT

WESTERN CAPE MOBILITY DEPARTMENT (WCMD): ALL REGIONS: PROVISIONING OF SECURITY SERVICES: 3 YEAR FRAMEWORK CONTRACT

SCHEDULE A7: Compliance assessment documents to be returned with this bid

The following compliance documents will be evaluated to establish the basic level of risk presented to the Purchaser by accepting this bid. ALL these criteria must be responded to by the bidder by providing the information as stipulated below. Failure to provide the required documents to the satisfaction of the Purchaser will lead to the bid passed over for award, irrespective of its ranking in the Price/Preference points order.

No.	Document	Mandatory/ Non-Mandatory Documents to be supplied	Bidder to return document with bid. Yes/No	Conditions
(a)	PSIRA registration certificate	Mandatory (Bidders who do not submit this document will be disqualified for non-compliance)	Yes	See verification of certificates and supporting documentation requirements below
(b)	PSIRA Letter of Good Standing	Mandatory (Bidders who do not submit this document will be disqualified for non-compliance)	Yes	See verification of certificates and supporting documentation requirements below
(c)	National Bargaining Council for the Private Security Services Registration Certificate	Mandatory (Bidders who do not submit this document will be disqualified for non-compliance)	Yes	See verification of certificates and supporting documentation requirements below
(d)	National Bargaining Council for the Private Security Sector; Confirmation of registration and paid-up levies letter	Mandatory (Bidders who do not submit this document will be disqualified for non-compliance)	Yes	See verification of certificates and supporting documentation requirements below
(e)	Private Security Sector Provident Fund Confirmation Letter/Registration Certificate	Mandatory (Bidders who do not submit this document will be disqualified for non-compliance)	Yes	See verification of certificates and supporting documentation requirements

No.	Document	Mandatory/ Non-Mandatory Documents to be supplied	Bidder to return document with bid. Yes/No	Conditions
(f)	Affinity Health certificate of registration and letter of good standing	Mandatory (Bidders who do not submit this document will be disqualified for non-compliance) It must be noted that this requirement is prescribed by the National Bargaining Council for the Private Security Sector and is not a discretionary requirement imposed by the Western Cape Government (WCG).	Yes	Compliance with Bargaining Council Health Services Requirements 1. In accordance with the requirements of the National Bargaining Council for the Private Security Sector (NBCPSS), all security service providers are mandated to belong to an approved health services provider as a condition of their compliance with bargaining council regulations. Bidders must provide an Affinity Health certificate of registration and letter of good standing. 2. Bidders may not substitute the mandatory health services provider membership with alternative arrangements unless explicitly permitted by the bargaining council regulations. Any alternative arrangement must be accompanied by written confirmation from the bargaining council verifying its acceptability. 3. Failure to comply with this requirement, or to provide the necessary proof of compliance, will result in the bid being deemed non-compliant and disqualified from further consideration. 4. The Purchaser will validate the authenticity of the documentation submitted with the relevant bargaining council and reserves the right to disqualify bidders if discrepancies are identified during the verification process.

No.	Document	Mandatory/ Non-Mandatory Documents to be supplied	Bidder to return document with bid. Yes/No	Conditions
(g)	COIDA Letter of Good Standing or Compensation Fund letter of Good Standing	Mandatory (Bidders who do not submit this document will be disqualified for non-compliance)	Yes	Bidders are required to submit a valid Compensation for Occupational Injuries and Diseases Act (COIDA) Letter of Good Standing at the time of bid submission. In circumstances where a bidder is unable to provide a valid COIDA Letter of Good Standing at bid closure due to exceptional reasons, such as pending renewal or administrative delays, the following conditions will apply: 1 The bidder must submit written proof from the Compensation Fund or an authorized agent indicating that their application for renewal or registration is in progress; 2 The bidder must commit, in writing, to providing the valid COIDA Letter of Good Standing within a specified timeframe, not exceeding seven (7) working days, upon request from the Purchaser. 3 The Purchaser reserves the right to request updated or additional COIDA documentation during the evaluation phase or prior to awarding the bid, to ensure compliance with legal and regulatory requirements. 4 Failure to provide the valid COIDA Letter of Good Standing within the specified timeframe, or submission of invalid or inaccurate documentation, will result in the bidder being deemed non-compliant and disqualified from further consideration. 5 Bidders are reminded that maintaining a valid COIDA registration is a requirement for the duration of the contract. The service provider will be required to periodically submit updated COIDA Letters of Good Standing as stipulated in the contract.

No.	Document	Mandatory/ Non-Mandatory Documents to be supplied	Bidder to return document with bid. Yes/No	Conditions
(h)	Proof of liability insurance fund cover	Optional at tender close: These documents must be submitted with the bid if available. If not available at bid submission, the proof of liability insurance fund cover must be provided within 7 days of being requested. Failure to comply will result in the bidder being deemed non-compliant and disqualified.	Optional, see note on the left.	

Verification of Certificates and supporting documentation

The Purchaser reserves the right to verify the authenticity and validity of all certificates and supporting documentation submitted by the bidder, at any point during the process of evaluation and award, including but not limited to:

- PSIRA Registration Certificates;
- Letters of Good Standing (e.g., PSIRA, COIDA, or National Bargaining Council);
- Firearm licenses and associated compliance documentation;
- Public Liability Insurance Certificates;
- Any other mandatory documents required for bid compliance, if supplied.

The Purchaser may, at its sole discretion, conduct such verification directly with the issuing authority or through any applicable online verification platform.

In instances where online verification is required, bidders must provide the necessary information or access credentials to enable the Purchaser to complete the verification process. This includes, but is not limited to:

- Registration numbers;
- Verification codes;
- Links to official databases or portals.

The Purchaser will not accept liability for delays or disqualification resulting from the inability to verify certificates due to incorrect, incomplete, or inaccessible information provided by the bidder.

The results of the verification process will be considered binding and will form part of the evaluation and due diligence process. Any material discrepancies identified during verification may result in the bidder being deemed non-compliant and disqualified from further consideration.

The Purchaser reserves the right to periodically verify the validity of certificates and documentation throughout the contract period to ensure ongoing compliance.

AUTHORISED SIGNATURE OF BIDDER AS PER SCHEDULE A1 (BID FORM) OF THIS DOCUMENT SERVES AS SIGNATURE FOR THIS SCHEDULE

Western Cape Government

WESTERN CAPE GOVERNMENT

MOBILITY DEPARTMENT

WESTERN CAPE MOBILITY DEPARTMENT (WCMD): ALL REGIONS: PROVISIONING OF SECURITY SERVICES: 3 YEAR FRAMEWORK CONTRACT

PART B: Contract, Contract Form & Contract Data

Contract Documents

- General Conditions of Contract (GCC) — Page 42
- Special Conditions of Contract (SCC) — Page 53

WCBD7.1: Contract Form

- Schedule B1: Contract Form: Purchase of Goods and Services — Page 69
- Contract Form Part 1 (to be filled in by the Supplier) — Page 69
- Contract Form Part 2 (to be filled in by the Purchaser) — Page 70

Contract Data — **Page 73**

- Contract Data Part One: Data by Purchaser — Page 73
- Schedule B2: Contract Data Part Two: Data by Supplier — Page 76

WESTERN CAPE GOVERNMENT

MOBILITY DEPARTMENT

WESTERN CAPE MOBILITY DEPARTMENT (WCMD): ALL REGIONS: PROVISIONING OF SECURITY SERVICES: 3 YEAR FRAMEWORK CONTRACT

General Conditions of Contract (GCC)

THE NATIONAL TREASURY

Republic of South Africa

GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties' are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing. processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's' fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty. sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

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

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

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10 Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

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

16. Payment

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 inspector with the invoices accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without 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.

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or wilful 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 (NIPP)

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.

WESTERN CAPE GOVERNMENT

MOBILITY DEPARTMENT

WESTERN CAPE MOBILITY DEPARTMENT (WCMD): ALL REGIONS: PROVISIONING OF SECURITY SERVICES: 3 YEAR FRAMEWORK CONTRACT

Special Conditions of Contract (SCC)

The Special Conditions of Contract (SCC) which are applicable to this tender are contained in clauses SCC1 and SCC2, inclusive of all their respective sub-clauses, as stipulated hereunder. In the event of conflict or contradiction between the SCC and the General Conditions of Contract (GCC), the stipulations in the SCC shall prevail.

SCC1 General

SCC1.1 Additional definition of terms

In these Special Conditions of Contract all defined terms have capital initials and the following terms have the following meanings:

(a) "supplier" and "service provider" as referred to in the GCC means the Supplier;
(b) "purchaser" as referred to in the GCC means the Purchaser;
(c) "Order" as referred to in the GCC means Purchase Order, and the terms are used interchangeably.

SCC1.2 The Purchaser and the Supplier are the persons or entities **identified in the Contract Data, in Part 1 and 2 respectively**.

SCC1.3 The Purchaser's Agent is the person or entity **identified in the Contract Data**, or notified to the Supplier in accordance with this contract.

SCC1.4 The Contract Type defines the nature of this contracting arrangement and can be exclusively **one** of the following **as stated in the Contract Data**:

(a) Sole Contract, which means a contract utilised to procure Goods and Services as a once-off, non-recurring delivery or pre-programmed multiple deliveries, or
(b) Term Contract, which means the Supplier is appointed for a fixed term (called a Service Period) to provide Goods and Services over that period on an "as and when required" basis as instructed by means of a Purchase Order, or
(c) Framework Contract, which is the same as a Term Contract above but which makes provision for more than one Supplier to be appointed under the same contract.

SCC2 Special Conditions of Contract for providing the Goods and Services

SCC2.1 GENERAL

SCC2.1.1 Actions and good faith

The Purchaser and Supplier shall act as described in this contract, and the Purchaser and Supplier shall act in a spirit of mutual trust and co-operation.

SCC2.1.2 Additional defined terms for the Goods and Services

(a) The Parties are the Purchaser and the Supplier.

(b) Contract Data contains variables and information giving effect to or customising certain clauses in the SCC, and is in a section called "Contract Data" in this bid document.

(c) The Scope of Goods and Services contains the information necessary to provide the Goods and Services under this contract, and is in a section called the "Scope of Goods and Services" in a location **as stated in the Contract Data** or as an instruction given in accordance with this contract.

(d) The Supplier's Cost is the amount payable by the Supplier (excluding any recoverable tax by the Supplier) for people (labour), subcontractors, materials, supplies, services, charges, transport and equipment used. It is a requirement

of this contract that Supplier's Cost is always substantiated with documentary proof to the satisfaction of the Purchaser. The Purchaser reserves the right to request more than one quotation for item/s comprising the Supplier's Cost.

(e) A Defect is a part of the Goods and Services which is not in accordance with the Scope of Goods and Services.

(f) The Prices are the amounts stated in the price column of the Price Schedule and are either lump sums or are calculated by multiplying the quantity by the rate, as applicable.

(g) Contract Completion is when the Supplier has done all the work and delivered the Goods and/or Services as stated in the Scope of Goods and Services for the contract as a whole, including correction of Defects as required by this contract. Contract Completion only applies to Sole Contracts.

(h) The Contract Completion Date is the date **as stated in the Contract Data** upon which Contract Completion is set to be achieved, subject to revision in accordance with this contract.

(i) Order Completion is when the Supplier has done all the work and delivered the Goods and/or Services as stated in the Scope of Goods and Services for a Purchase Order, including correction of Defects as required by this contract. Order Completion only applies to Term Contracts and Framework Contracts.

(j) An Order Completion Date is the date stipulated in a Purchase Order upon which Order Completion is set to be achieved, subject to revision in accordance with this contract.

(k) The Contract Date is the date that this contract is signed by the Purchaser and a letter of acceptance has been sent before the validity period has expired.

(l) The Starting Date is the date **stated in the Contract Data** on which this contract becomes operational.

(m) The Service Period for a Term Contract or Framework Contract is the period following the Starting Date as **stated in the Contract Data**, during which time this contract is in in operation and after which the contract concludes/expires, unless extended in accordance with a provision for extension in this contract.

SCC2.1.3 Interpretation and the law

This contract is the entire agreement between the Parties.

SCC2.1.4 Communications

(a) Any communication required by this contract will only have effect when it is received in writing at the last address notified by the recipient for receipt of communications. Email is an accepted form of written communication for this contract, but mobile phone text messaging in any form or format is not.

(b) If this contract requires either Party to reply to a communication, they shall reply within the Period for Reply **as stated in the Contract Data**, unless otherwise stated in this contract.

SCC2.1.5 The Purchaser's authority and delegation, and the Purchaser's Agent

(a) The Purchaser may give an instruction to the Supplier which changes the Scope of Goods and Services, in accordance with the stipulations for Change Events in this contract.

(b) The Purchaser may instruct a change to the Contract Completion Date or Order Completion Date after consultation with the Supplier, in accordance with the stipulations for Change Events in this contract.

(c) The Purchaser's acceptance of a communication from the Supplier does not change the Supplier's obligation to provide the Goods and Services in accordance with this contract.

(d) The Purchaser may, after notifying the Supplier, delegate any of the Purchaser's actions and may cancel any delegation. Any reference to an action of the Purchaser in this contract also includes an action by the delegate.

(e) The Purchaser will appoint a Purchaser's Agent, who acts on behalf of the Purchaser with the authority **as stated in the Contract Data**. If the Purchaser's

Agent is not identified in this contract, the Purchaser will appoint one and shall notify the Supplier of their name. The Purchaser may replace the Purchaser's Agent and shall notify the Supplier of the name of the replacement.

(f) If this contract is a Term Contract or Framework Contract and where another entity has been granted participation in this contract and has been given the authority to issue Purchase Orders in accordance with this contract, that entity becomes the Purchaser for that Purchase Order with all the rights and obligations of the Purchaser as stated in this contract. The names of the Purchaser and the Purchaser's Agent shall be stated in the Purchase Order.

SCC2.1.6 Access to and the provision of services

(a) The Purchaser shall facilitate and allow access to and use of its premises to the Supplier as is required for the provision of the Goods and Services in this contract.

(b) The Purchaser shall provide the necessary services and other things as stipulated in the Scope of Goods and Services.

SCC2.1.7 Early warning

(a) The Supplier and Purchaser shall give early warning by notifying the other as soon as either becomes aware of anything which could increase the cost of the Goods and Services, or which could delay the Contract Completion Date or Order Completion Date (whichever applicable), or which could negatively impact the performance of the Supplier in providing the Goods and Services. Early warning for anything for which a change event has already been notified, is not required.

(b) The Supplier and Purchaser shall co-operate in a process of making and considering proposals to mitigate or avoid the effects of a matter for which an early warning was notified. Actions to be taken shall be recorded in writing.

SCC2.1.8 Applicable law (As referred from GCC Clause 30.1)

Any other applicable law is **as stated in the Contract Data**.

SCC2.1.9 Acts or omissions by mandataries

In terms of Section 37(2) of the Occupational Health and Safety Act of 1993 (Act 85 of 1993), the Supplier hereby agrees that the Purchaser is relieved of any and all of its liabilities in terms of Section 37(1) of this Act in respect of any acts or omissions of the Supplier and its employees to the extent permitted by this Act, and that this contract comprises the written agreement between the Purchaser and the Supplier contemplated in section 37(2).

SCC2.1.10 Maintenance of mandatory registrations

The Supplier shall ensure that its registration as a supplier on the Western Cape Supplier Evidence Bank (WCSEB) and the Central Supplier Database (CSD) are maintained as active and compliant in all respects, for a Sole Contract until the later of the Contract Completion Date an associated Retention Period, and for a Term Contract or Framework Contract until the later of the end of the Service Period and the date of the last Order Completion or associated Retention Period.

SCC2.1.11 No gifts/tokens/invitations from the Supplier to Purchaser's officials/representatives

Although there are formal prescripts and mechanisms in place to regulate and record the receipt of small tokens/gifts/invitations from suppliers, contractors and service providers, officials of the Purchaser are actively discouraged from accepting any such gifts/tokens/invitations. In terms of this contract, the Supplier shall not offer any gift/token/invitation which carries any monetary benefit, irrespective of value, directly or indirectly, to any official or representative in the Purchaser's service, before, during or after completion of this contract.

SCC2.2 THE SUPPLIER'S MAIN RESPONSIBILITIES

SCC2.2.1 Providing the Goods and Services

(a) The Supplier shall provide the Goods and Services in accordance with the Scope of Goods and Services.

(b) If the Supplier makes use of subcontractors, the Supplier shall remain responsible to provide the Goods and Services as if the Supplier did not subcontract and the contract applies as if the subcontractor's employees and resources were the Supplier's own employees and resources.

(c) The Purchaser may, after having stated reasons, instruct the Supplier to remove an employee or a subcontractor from the contract. The Supplier shall then arrange that the employee or subcontractor will have no further connection with this contract within one day after the instruction.

(d) The Supplier shall provide access for the Purchaser and others as notified by the Purchaser, to Goods stored and Services executed for this contract.

(e) The Supplier shall obey all instructions given by the Purchaser and which are in accordance with this contract.

(f) The Supplier shall obtain all permissions, permits and other things necessary from the appropriate institutions and sources before transporting Goods to the place of delivery or executing Services as stated in the Scope of Goods and Services or in a Purchase Order.

(g) The Supplier shall act in accordance with all health and safety requirements stated in the Scope of Goods and Services.

SCC2.2.2 Purchase Orders (pursuant to GCC Clause 1.19)

(a) During the Service Period the Purchaser may issue a proposed Purchase Order to the Supplier. The Supplier shall price each proposed Purchase Order using the rates and prices from the Price Schedule and shall submit it with an Order programme for delivery and/or execution of the Services, to the Purchaser for evaluation and approval. Prices for items or work not included in the Price Schedule are evaluated as change events. The Purchaser may consult the Supplier about the contents of a Purchase Order before the Purchaser approves and issues it.

(b) A Purchase Order includes the following:

- A detailed description of the scope of Goods and Services to be provided in the Order;
- A priced and totalled list of the items of Goods, Services or work in the Order;
- The starting and completion dates for the Order, and
- The amount of penalties payable for late fulfilment or completion of the Order, if different from the provisions made in the GCC.

(c) The Supplier shall not start executing a Purchase Order until the Purchaser has approved the priced Order and instructed the Supplier to execute the Order.

(d) A Purchase Order shall not be issued after the end of the Service Period.

(e) Pricing for items of Goods or Services required by the Purchase Order which are not included in the Price Schedule, are change events.

SCC2.3 TIME AND TIME RELATED MATTERS

SCC2.3.1 Starting, delivery, completion and the Service Period

The Supplier shall start work only from the Starting Date and shall deliver the Goods and provide the Services under this contract until the date of Contract Completion or until the later of the end of the Service Period and the date of the latest Order Completion, as applicable to the Contract Type.

SCC2.3.2 Instructions to stop providing the Goods and Services

The Purchaser may issue an instruction to the Supplier to stop or not to start the provision of the Goods and Services, and may later instruct the Supplier to start or re-start it.

SCC2.3.3 The programme

The Supplier shall submit programmes where applicable for the provision of the Goods and Services to the Purchaser in accordance with the provisions in the Scope of Goods and Services.

SCC2.3.4 Non-working days and the annual December/January holiday break

(a) The annual holiday break is deemed to comprise an approximate 4 week period commencing in mid-December and ending in mid-January.

(b) Non-working days **stated in the Contract Data** are added to delays to the Contract Completion Date or Order Completion Date due to change events.

(c) Inclusion or exclusion of the annual December/January holiday break in determining and influencing the Contract Completion Date or an Order Completion Date is **as stated in the Contract Data**, omission of which means EXCLUSION by default.

(d) If the Contract Completion Date or an Order Completion Date is delayed until after the start of the holiday break, the full period of the holiday break is added in addition to delays to either date due to change events **only if** the annual holiday break was EXCLUDED when setting the Contract Completion Date or the Order Completion Date and the delay is not the Supplier's fault.

(e) If either Party issues a communication in terms of this contract to the other at any time during the holiday break, the Period for Reply is extended by the remainder of the period of the holiday break at the time of the communication.

SCC2.3.5 Extension of the Service Period

The Purchaser reserves the option to extend the Service Period for a Term Contract or Framework Contract as a once-off occurrence only. The Service Period is extended if extension is notified by the Purchaser to the Supplier before or on the last day of the current Service Period, and the period of extension of the Service Period does not exceed the allowed maximum **stated in the Contract Data**.

SCC2.3.6 Continuation of the Service at contract expiry (Term-and Framework contracts only)

(a) The Purchaser reserves the right to embark upon a procurement process before the end of the Service Period, to succeed and replace this contract for continuation of the Service.

(b) The Purchaser reserves the right to instruct the Supplier upon contract expiry to continue the Service uninterrupted on a month-to-month basis under this contract, in order to:

- enable conclusion of the procurement process and implementation of the new contract if required; and
- enable a sufficient period of time for transition of the Service to a new service provider, if required.

(c) The month-to-month service shall continue until its conclusion is notified at least one month in advance by the Purchaser to the Supplier.

SCC2.3.7 Clauses surviving expiry/termination of this contract – the Endumeni approach

The "Endumeni approach" refers to the interpretative method adopted by the Supreme Court of Appeal of South Africa in Natal Joint Municipal Pension Fund v Endumeni Municipality 2012 (4) SA 593 (SCA). While the case did not deal specifically with survival clauses, the principles it established are directly applicable to how survival clauses are interpreted. The Endumeni approach principles are followed for survival clauses in this contract.

The Parties agree that the clauses **stated in the Contract Data** shall survive expiry or termination of this contract.

SCC2.4 QUALITY: TESTING, DEFECTS AND INSPECTIONS (Supplementary to GCC Clause 8)

SCC2.4.1 Tests, inspections and notification of Defects

The Purchaser and Supplier shall carry out tests and inspections as required by the Scope of Goods and Services. If a test reveals that any Goods or Services have a Defect, the Supplier shall correct the Defect and the test shall be repeated to prove the Defect correction. The Purchaser may notify a Defect at any time before the later of any of the following, as applicable to each Contract Type: (a) the date of Contract Completion, (b) the date of the latest Order Completion or (c) the end of a Retention Period or Warranty period associated with Contract Completion or Order Completion.

SCC2.4.2 Correction of Defects

(a) The Supplier shall correct a Defect when the Supplier becomes aware of it, irrespective of whether the Purchaser notifies him of it or not.

(b) The Supplier shall correct a notified Defect within the Defects Correction Period **stated in the Contract Data**. This period begins when the Purchaser has arranged the necessary access and other things required for the Supplier to correct the Defect.

SCC2.4.3 Acceptance of Defects

The Parties may each propose to the other that the Scope of Goods and Services should be changed so that a Defect does not have to be corrected. If the Parties are both prepared to consider the proposal, the Supplier shall submit a quotation for reduced prices and an earlier Contract Completion Date or Order Completion Date to the Purchaser for approval. If the Purchaser approves the quotation, the Purchaser shall give an instruction to change the Scope of Goods and Services, the prices and the Contract Completion Date or Order Completion Date accordingly.

SCC2.4.4 Uncorrected Defects

If the Supplier has not corrected a notified Defect within the time stipulated by this contract, the Purchaser shall have the right (without prejudice to any other claims which the Purchaser may have against the Supplier under the contract) to assess the cost of having the Defect corrected by others and the Supplier shall pay for this cost.

SCC2.4.5 Latent Defects

The Supplier shall be liable to the Purchaser for latent defects in the Goods and Services for a period **as stated in the Contract Data**.

SCC2.5 PAYMENT (As referred from GCC Clause 16)

SCC2.5.1 The Supplier's pricing for this contract is in the location **stated in the Contract Data**.

SCC2.5.2 Calculation of the amount due for payment

(a) The Supplier shall calculate the amount due and shall apply to the Purchaser for payment of the change in the amount due since the previous payment. The Supplier's application for payment shall include details of how the amount due has been assessed and calculated, and the Supplier shall provide record of cumulative payments during this contract with each application for payment.

(b) The amount due includes:

- the price for each lump sum item in the Price Schedule which the Supplier has completed,
- where a quantity is stated for an item for which a rate is applied in the Price Schedule, the amount calculated by multiplying the rate by the quantity that the Supplier has completed,
- any other amounts payable to the Supplier,
- less any amounts retained from, or payable by, the Supplier.

(c) For a Sole Contract, penalties as stated in the Contract Data for late Contract Completion shall be payable from the Contract Completion Date as stated in the Contract Data (subject to revision in accordance with the contract), to the date that Contract Completion is achieved. For a Term Contract or Framework Contract, penalties stated in a Purchase Order shall be payable from the Order

Completion Date as stipulated in the Purchase Order (subject to revision in accordance with the contract), to the date that Order Completion is achieved.

SCC2.5.3 Payment

(a) The Supplier shall prepare a tax invoice for the exact amount claimed. The Supplier shall submit the tax invoice and any relevant corresponding documentation to the Purchaser for payment.

(b) The Purchaser shall assess the Supplier's tax invoice inclusive of all required supporting documentation within one week of receipt thereof. Incomplete and incorrect payment submissions are not processed for payment and the Supplier shall be notified to correct the payment submission within one week. Payment shall be made within thirty calendar days of receipt of a complete and correct Supplier's payment submission.

(c) The following information MUST be referenced on all invoices submitted to the Purchaser for payment. Omitting any of these details shall be deemed as an incorrect invoice:

- Purchaser's (Department) name and address.
- Tender/contract number.
- If applicable, the project title/description.
- If applicable, Purchase Order number.

SCC2.5.4 Price adjustment for inflation (as referred from GCC Clause 17)

(a) The application or not of Price adjustment for inflation for this contract is **as stated in the Contract Data**.

(b) Statutory price increases

Statutory price increases as well as exemptions and constraints applicable to price adjustment for this contract are **as stated in the Contract Data**.

(c) Price adjustment factor (PAF)

- On each anniversary of the Contract Date, the Purchaser shall calculate a price adjustment factor equal to (L – B) / B, where L is the last published value of the index and B is the last value of the index published before the Contract Date. The index is the CPI ("Consumer Price Index: Index numbers and year on year rates", as published in the Statistical News Release, P0141 Table B) prepared by Statistics South Africa. (www.statssa.gov.za) The price adjustment factor is applied prior to adding VAT.
- If an index is changed after it has been used in calculating a price adjustment factor, the calculation shall be repeated and a correction included in the next calculation of the amount due.
- The price adjustment factor calculated at the end of the Service Period of this contract (as amended in accordance with the contract) is used for calculating price adjustment after this date.

(d) Price adjustment

For the rates and lump sums in the Price Schedule, each amount payable after the first anniversary shall include an amount for price adjustment which is calculated as follows:

- the sum of the change in the rates and lump sums included in the amount payable since the last assessment, multiplied by the price adjustment factor calculated at the last anniversary before the assessment,
- plus the amount for price adjustment included in the previous amount payable.

(e) Change events

The Supplier's Cost for change events is assessed using the Supplier's Cost current at the time of assessing the change event adjusted to the Contract Date by dividing by (1 + PAF), where PAF is the price adjustment factor calculated at the last anniversary.

SCC2.5.5 Foreign exchange price fluctuations (as referred from GCC Clause 17)

Where pricing of Goods and/or Services are identified in the Scope of Goods and Services or in the Pricing Data as subject to fluctuations in a foreign currency exchange rate ("forex"), price adjustment shall be made as follows:

(a) Forex price adjustment factor

When preparing a payment claim for Goods and/or Services subject to forex fluctuations, the Supplier shall calculate an exchange rate adjustment factor equal to (X / B), where X is the actual currency exchange rate/s applied at the time of the international purchase, and B is the base currency exchange rate at the opening of currency trade markets in South Africa on the day of tender closing for this contract. The forex price adjustment factor is applied prior to adding VAT.

(b) Forex price adjustment

- For the rates and lump sums in the Price Schedule subject to forex fluctuations, each amount payable shall be calculated by multiplying the amount by the forex price adjustment factor.
- Forex price adjustment and price adjustment for inflation shall always be mutually exclusive. Rates and lump sums in the Price Schedule which are subject to forex fluctuations shall never be subject to price escalation for inflation.

SCC2.5.6 Retention

(a) For a Sole Contract a Retention amount **as stated in the Contract Data** is retained from the Supplier in the assessment of each amount payable until the date of Contract Completion. The amount retained is halved in the first assessment made after the date of Contract Completion and shall remain at this amount until the end of the Retention Period **as stated in the Contract Data.**

(b) For a Term Contract or a Framework Contract a Retention amount **as stated in the Purchase Order** is retained from the Supplier in the assessment of each amount due until the date of Order Completion. The amount retained is halved in the first assessment made after the date of Order Completion and shall remain at this amount until the end of the Retention Period **as stated in the Purchase Order.**

SCC2.5.7 Payment by the Supplier of its subcontractors and suppliers

The Supplier shall pay a subcontractor or supplier for all subcontracted work or goods and services rendered to the Supplier which in terms of this contract have been certified and paid to the Supplier. The Supplier shall pay a subcontractor or supplier within 30 days of receipt of payment from the Purchaser or in accordance with the terms as stipulated in writing in a subcontracting or supply agreement, whichever is the earlier.

SCC2.6 CHANGE EVENTS

SCC2.6.1 Change events

Change events are events which have implications of cost and/or time and/or variation of the Goods and Services which are not made provision for by the stipulations in the Scope of Goods and Services or elsewhere in this contract. Change events do not require a contract amendment procedure as contemplated in GCC Clause 18, but are instead governed as stated in the clauses contained in SCC2.6. The following are change events:

(1) The Purchaser instructs a change in the Scope of Goods and Services, unless the change is effected to make a Defect acceptable. Any change to the Scope of Goods and Services shall be limited to include only items logically

related to, or associated with, those of the original Scope of Goods and Services contemplated by, and included in, this contract.

(2) The Purchaser instructs a change to the Contract Completion Date or an Order Completion Date.

(3) The Purchaser does not allow access to its premises or does not provide the services and things necessary which the Purchaser is to provide to the Supplier as stated in this contract.

(4) The Purchaser gives an instruction to stop or not to start the provision of the Goods and/or Services.

(5) The Purchaser does not reply to a communication within the Period for Reply required by this contract.

(6) The Purchaser changes a decision which the Purchaser has previously communicated to the Supplier, which results in cost and/or time impacts on the provision of the Goods and/or Services.

(7) The Purchaser instructs the Supplier to search for a Defect in the provided Goods and/or Services and no Defect is found.

(8) The Purchaser notifies a correction to an assumption which the Purchaser has stated about a change event which results in cost and/or time impacts on the change event.

(9) An event which stops the Supplier from providing the Goods and Services by the Contract Completion Date or by the Order Completion Date and which neither Party could prevent, and deemed at the time of quotation to have such a small chance of occurring that it would have been unreasonable to have allowed for it.

(10) A difference between the final quantity of any item of Goods and/or Services completed, and the quantity stated for that item in the contract or in a Purchase Order.

(11) A loss or damage to Goods and Services completed which is not the fault or responsibility of the Supplier or could not have been prevented by any reasonable action of the Supplier.

(12) An item of Goods or Services required which is not included in the Price Schedule.

SCC2.6.2 Notification of change events

(a) The Supplier shall give notification to the Purchaser of an event which the Supplier believes has happened or which the Supplier believes will happen as a change event, unless the Purchaser has already notified the event to the Supplier. If the Supplier does not notify the change event within four weeks of becoming aware of it, the Supplier will forfeit any change in the prices and changes to the Contract Completion Date or an Order Completion Date, unless the event arises from an instruction by the Purchaser. The Supplier may include a quotation for the change event at the time of notification.

(b) If the Purchaser decides that an event notified by the Supplier is as result of a fault of the Supplier, or has not happened and is not expected to happen, or has no effect on the Supplier's Cost and/or completion time or is not one of the change events stated in this contract, the Purchaser shall notify the Supplier of the decision that the prices, and the Contract Completion Date or Order Completion Date are not to be changed.

(c) If the Purchaser decides otherwise, then within one week of receiving the Supplier's notification, the Purchaser shall acknowledge receipt of the notification. At the same time, the Purchaser shall instruct the Supplier to submit a quotation for the event, unless a quotation was included in the notification or if a revised quotation is required.

(d) If the Purchaser decides that the Supplier did not give early warning of the event which the Supplier reasonably could have given, the Purchaser shall notify the decision at the time when acknowledging receipt of the Supplier's notification and instructing the Supplier to submit a quotation.

(e) Change events cannot be notified after the later of the date of Contract Completion and the end of the Retention Period stated for the contract. For a Purchase Order, change events cannot be notified after the later of the date of Order Completion and the end of the Retention Period stated in the Purchase Order.

SCC2.6.3 Quotations for change events

(a) A quotation for a change event comprises two distinct components: (1) proposed changes to the prices or rates, and (2) any delay in stipulated completion times for providing the Goods and/or Services. The Supplier shall include details of the assessment and calculations with each quotation and shall submit the quotation to the Purchaser within one week after receiving instruction from the Purchaser to do so, or within two weeks of the date of notification of the change event if no such instruction is received.

(b) The Purchaser may also instruct the Supplier to submit a quotation for a proposed instruction or a proposed changed decision (a "Proposal"). A quotation for a Proposal is not put into effect by the Supplier unless explicit instruction to do so is given by the Purchaser.

(c) The Purchaser shall reply within one week of receipt of the Supplier's quotation submission. For a Proposal the Purchaser's reply is one of the following: (1) that the Proposal will not be effected (the default if no reply is given) or (2) a notification that the Proposal including quotation is approved and will be effected or (3) a notification that the Proposal is acceptable in principle but the Purchaser does not agree with the quotation. For all other change events the Purchaser's reply is either approval of the quotation or a notification that the Purchaser does not agree with the quotation (no default if no reply is given).

(d) If the Purchaser does not agree with the quotation, the Supplier may submit a revised quotation within one week of receipt of the Purchaser's reply. If no revised quotation is received or if the Purchaser does not agree with the revised quotation, the Purchaser may perform an own evaluation and shall notify the Supplier of it.

SCC2.6.4 Evaluation/assessment of change events

(a) If a change event only affects the quantities of Goods and/or Services in the Price Schedule, the changes to the prices are calculated by multiplying the changed quantities by the appropriate rates in the Pricing Schedule.

(b) For all other change events the changes to the prices are calculated based on the Supplier's Cost, forecasted if not already incurred or actual if already incurred. The Supplier's Cost is broken down and shown separately for labour (people), materials, equipment used, subcontracted work and transport, excluding any overheads and profit. The mark-up percentage for overheads and profit **as stated in the Contract Data** is applied to the calculated effect of the event, excluding any taxes such as Value added Tax (VAT) and taxes for import, export and customs clearance.

(c) The effects of change events on the Supplier's Cost are calculated at open market or competitively tendered prices where all recoverable discounts, rebates and taxes have been deducted. The cost of events that the Supplier is required to be insured for by this contract as well as any costs paid to the Supplier by an insurer for the event are deducted from the Supplier's Cost.

(d) The delay to the Contract Completion Date or an Order Completion Date is calculated as the length of time that the applicable Completion Date is forecasted to be delayed by the change event.

(e) Prices and rates for work not included in the Price Schedule and approved by the Purchaser are added to the Price Schedule as lump sums or rates, as appropriate, and are used from there on forward for pricing subsequent Purchase Orders.

SCC2.6.5 Cost of preparation of quotations for change events

All costs associated with the preparation of quotations for change events for this contract are the Supplier's risk and are not reimbursable by the Purchaser.

SCC2.7 TITLE, AND THE USE OF EQUIPMENT AND OTHER THINGS

SCC2.7.1 The Purchaser's title to, and marking of, Goods

Irrespective of the type of title the Supplier has to any Goods delivered as specified in the Scope of Goods and Services, title shall pass to the Purchaser upon delivery. The Supplier shall mark all the Goods for payment by the Purchaser before delivery in accordance with the stipulations in the Scope of Goods and Services.

SCC2.7.2 Intellectual property rights

(a) The ownership of and all rights in and to intellectual property owned by either Party prior to the commencement of this contract shall be and remain vested with the Party who as at the commencement of this contract is the owner thereof.

(b) The Supplier shall have no claim or be entitled to any copyright or other intellectual property that arises as deliverables or otherwise out of the execution of this contract, ownership of which shall at all times vest in the Purchaser. The Supplier may not reproduce or use the copyright or any intellectual property unless with the prior written permission of the Purchaser.

(c) The Supplier hereby warrants that it either owns or obtained the right to use all intellectual property in all material used by it in the course of providing the Goods and/or Services in terms of this contract.

(d) The Supplier hereby indemnifies the Purchaser from and against any claim that any material used by it, in the course of providing the Goods and/or Services in terms of this contract, infringes any third party's intellectual property rights.

SCC2.7.3 The Parties' use of equipment and other things

(a) The Supplier has the right to use equipment and other things provided by the Purchaser only to provide the Goods and Services.

(b) The Supplier shall return to the Purchaser all equipment and other surplus things provided by the Purchaser, provide items of equipment and provide the information and other things for the Purchaser's use as stated in the Scope of Goods and Services, for a Sole Contract before the date of Contract Completion and for a Term Contract or Framework Contract before the earlier of the date of Order Completion and the end of the Service Period, as applicable.

SCC2.7.4 Keeping a site attendance register

If the Supplier operates a site on the Purchaser's premises as part of providing the Goods and Services, the Supplier shall keep a site attendance register detailing the identity of, sign-in and sign-out by its employees and visitors to the site or location where the Goods and Services are provided, details of which shall be made available to the Purchaser upon request.

SCC2.8 RISK, INDEMNITY, AND INSURANCE

SCC2.8.1 Purchaser's risks

The following are Purchaser's risks:

(a) Claims, proceedings, compensation and costs payable which are due to negligence, breach of statutory duty or interference with any legal right by the Purchaser or any person employed by the Purchaser (with the exception of the Supplier), or a fault of the Purchaser.

(b) Loss of or damage to the Goods and/or Services after delivery/completion except loss or damage occurring before the date of Contract Completion or the later of the end of the Service Period and the latest date for Order Completion as applicable, which is due to (1) a Defect which existed at delivery or completion, or (2) an event which is not a Purchaser's risk or (3) activities of the Supplier after delivery/completion.

(c) Loss of or damage to the Goods and Services retained by the Purchaser after delivery/completion upon contract termination except loss or damage due to

the activities of the Supplier after delivery/completion following the termination.

SCC2.8.2 Supplier's risks

For the duration of the contract until the later of Contract Completion, end of Service Period, last Order Completion or any associated Retention Period, all risks which are not stated in this contract as carried by the Purchaser shall be carried by the Supplier.

SCC2.8.3 Insurance cover and insurance policies (as referred from GCC Clause 11.1)

(a) The Supplier shall provide insurance cover against loss of or damage to the Goods and Services, materials, equipment and against any other risks carried by the Supplier from the Starting Date until the later of Contract Completion, end of Service Period, last Order Completion or any associated Retention Period, for the amount deemed sufficient by the Supplier to cover the total of the Supplier's risk or for the minimum amount of cover **stated in the Contract Data**.

(b) Insurance cover shall include a Coupon Policy for Special Risks Insurance issued by the South African Special Risks Insurance Association (SASRIA).

(c) When requested by the Purchaser, the Supplier shall provide certificate/s from its insurer or broker confirming that the insurances required by this contract are in force.

SCC2.8.4 Performance security (As referred from GCC Clause 7)

(a) If so **stated in the Contract Data**, the Supplier shall provide the Purchaser with performance security for the amount **stated in the Contract Data** and in the form set out in the Scope of Goods and Services.

(b) Insurers must be duly registered in terms of the Short-Term Insurance Act 1998 (Act 35 of 1998) and banks must be duly registered in terms of the Banks Act, 1990 (Act 94 of 1990). Financial service providers other than registered banks and insurers are not acceptable as guarantors.

(c) No alterations or amendments of the wording of the form of the performance security form will be accepted.

(d) Alternatively, a cash deposit or electronic money transfer for the same amount into the bank account of the Purchaser, is also acceptable as performance security.

SCC2.9 MEDIATION PROCEEDINGS, TERMINATION AND CANCELLATION OF PURCHASE ORDERS

SCC2.9.1 Mediation proceedings (as referred from GCC Clause 27.4)

If any dispute has not been resolved by negotiation, the Parties shall submit the dispute to mediation administered by the Arbitration Foundation of Southern Africa (AFSA) (Cape Region), (http://www.arbitration.co.za, Tel +27 21 426 5006), upon the terms set by the AFSA Secretariat. Mediation shall be conducted in Cape Town in the governing language of this contract, which is English.

SCC2.9.2 Termination for reasons other than Supplier's default or insolvency (GCC Clauses 23 and 26)

If either Party wishes to terminate the Supplier's obligation to supply the Goods and Services in terms of this contract, he notifies the intention to terminate together with a valid reason for terminating to the other Party. Unless the Parties can agree otherwise, termination is effected by the Purchaser issuing a termination certificate to the Supplier if the reason complies with this contract.

(a) Additional reasons for termination

The following are the only valid reasons for termination of this contract, in addition to the reasons of Supplier's default or insolvency as contemplated in GCC Clauses 23 and 26:

(i) The Supplier may terminate if the Purchaser has not made a payment within 12 weeks of receipt of a complete and correct payment submission from the Supplier;

(ii) The Purchaser may terminate for any other reason.

(b) Procedures on termination

(i) On termination, the Supplier shall return to the Purchaser any equipment and surplus things provided by the Purchaser, and hand over any items ordered and paid for by the Purchaser.

(c) Payment on termination

The amount payable on termination includes the following:

(i) The amount payable assessed as for normal payments,

(ii) the Supplier's Cost associated with cancelling of items ordered by the Supplier, where applicable,

(iii) The total of the Prices of any items ordered by the Supplier which cannot be resold or used elsewhere and of which the Supplier has to accept delivery, and

(iv) for a Sole Contract, if the Purchaser terminates for reason (a)(ii) above, 5% of the Prices of any remaining Goods and Services deliverable under the contract, had there been no termination.

SCC2.9.3 Cancellation of Purchase Orders (Term Contract and Framework Contract only)

The Purchaser may cancel a Purchase Order at his sole discretion.

(a) Procedures on cancellation of a Purchase Order

(i) On cancellation of a Purchase Order, the Supplier shall return to the Purchaser any equipment and surplus things provided by the Purchaser, and hand over any items ordered and paid for by the Purchaser in terms of the Purchase Order.

(b) Payment on cancellation of a Purchase Order

The amount payable on cancellation of a Purchase Order shall be limited to the following:

(i) The amount payable assessed as for normal payments under the Purchase Order,

(ii) the Supplier's Cost associated with cancelling of items ordered by the Supplier where applicable, and

(iii) The total of the Prices of any items ordered by the Supplier which cannot be resold or used elsewhere and of which the Supplier has to accept delivery.

SCC2.10 FRAMEWORK CONTRACT (Only applicable if Contract Type is Framework Contract)

SCC2.10.1 Object and operation of the Framework

(a) The object of this Framework is to enable the Purchaser to invite tenders and to appoint more than one Supplier to carry out work over the Service Period on an "as instructed" basis within its defined scope, based on the pricing information provided by the Supplier in the Pricing Schedule of this document. The goal of this approach is to speed up and streamline procurement of the Goods and/or Services required by the Purchaser from the open market in order to fulfil its strategic objectives, while maintaining transparency and equitability of the procurement process.

(b) The Purchaser is not obligated and does not guarantee that the Supplier will be issued with a minimum number of Purchase Orders instructing the provision of Goods and/or Services during the Service Period.

(c) The Purchaser issues Purchase Orders for the provision of Goods and/or Services during the Service Period of the contract based on best value and best serving the strategic objectives of the Purchaser.

SCC2.10.2 Management of the Framework

(c) A Framework Core Management Group (the "Group") of people may be established by the Purchaser. The Group is responsible for operating and

maintaining the Framework relationship to facilitate continuity, effectiveness and communication.

(d) The Group consists of nominated representatives of the Purchaser and the Supplier. The Supplier shall nominate 2 (two) representatives on the appropriate returnable Schedule ("Supplier's Nominees for Framework Core Management Group") in this document. Up to 4 (four) Purchaser's representatives can be nominated at the Group's establishment meeting. Both the Purchaser and the Supplier are free to replace their representatives at any time and for any reason during the Service Period, by notifying the other of the names of the replacements. If the Purchaser is not satisfied with a nominated representative of the Supplier, the Purchaser shall give the reasons and instruction to the Supplier to replace the representative. The Supplier shall replace the representative unless the reasons given by the Purchaser are illegal or impossible to comply with.

(e) The Group meets through meetings scheduled by the Purchaser when the Purchaser deems necessary. In the event of problems or obstacles in the way of satisfactory operation of the Framework, an ad hoc meeting of the Group may be called by either the Purchaser or the Supplier. The Purchaser is responsible to take minutes of all meetings, which are distributed to all Group members within two weeks after the meeting. Expenditure to attend meetings of the Group is not a cost-reimbursable item for the Supplier.

SCC2.10.3 Adding Suppliers to the Framework

(a) Annual and ad hoc review of the Framework and addition of Suppliers

Within the period of 4 weeks before and after each Framework Contract anniversary date until the end of the Service Period or if circumstances of insufficient Supplier availability arise or prevail at any other time during the Service Period which are deemed by the Purchaser to threaten or impair the effective and efficient operation of the Framework in the fulfilment of the strategic objectives of the Purchaser, the Purchaser shall review and evaluate the Framework per geographic region or location as applicable. Where circumstances of insufficient Supplier availability are indicated, the Purchaser may exercise the option to add Suppliers to the Framework, subject to the following conditions:

(ii) The Framework's pricing is such that all Suppliers are remunerated in accordance with a Price Schedule comprising uniform rates and prices which are the same for all, or failing which competitive pricing and value for money compared to that of other existing Suppliers be clearly demonstrated and documented;

(iii) All added Suppliers shall be contracted under the exact same conditions of contract as the other existing Suppliers and are remunerated in accordance with the same Framework Price Schedule.

(iv) Where existing suitable Framework Suppliers appointed under this contract but in other geographical regions or locations can be identified, preference be given to such Suppliers to be added to the region or location where the Goods and/or Services are required;

(v) Where no suitable existing Framework Suppliers can be identified to be added to a particular region or location, the Purchaser may approach other service providers not contracted under this Framework but who are suitable to be added to the Framework, in that region or location.

(b) The procedure to be followed for adding Suppliers to the Framework is as follows:

(i) For existing Framework Suppliers, a contract amendment as per GCC Clause 18, which shall be effected by mutual agreement between the Purchaser and Supplier, reduced to writing in an addendum signed by both Parties and added to the Supplier's existing Framework Contract;

(ii) For service providers not contracted under the Framework, secondary open procurement and competitive negotiations in compliance with all applicable Government procurement prescripts including a secondary risk assessment procedure to evaluate inter alia current commitments,

previous performance and other risk factors. Successful bidder/s to be appointed with a notification of appointment issued by the Purchaser and signature by both Parties of this Framework Contract document, effective for the remainder of the Service Period.

SCC2.10.4 The Selection Procedure

The Purchaser shall select a Supplier appointed under the Framework to submit a quotation for a proposed Purchase Order according to these criteria and terms:

(a) Eligibility of a Supplier for selection

A Supplier is eligible for selection by the Purchaser to submit a quotation for a proposed Purchase Order if (1) the Goods and/or Services required are within the scope of the Supplier's offer in terms of this contract, and (2) the Supplier has a business presence in the geographical location where the Goods and Services are required, and (3) the Supplier is not currently engaged in the execution of another Purchase Order under this Framework, the workload of which is deemed by either the Purchaser or the Supplier likely to impair the Supplier's ability to undertake and complete the proposed Purchase Order effectively, and (4) the Supplier does not have a record of unsatisfactory performance during execution of previous Purchase Orders under this Framework, and if the Supplier has, then only if the Purchaser is satisfied with remedial measures instituted by the Supplier to prevent a recurrence of such unsatisfactory performance for future Purchase Orders.

(b) Selection of a Supplier in the Framework

(i) If the Purchaser seeks quotations for proposed Purchase Orders under the Framework, the Purchaser (1) selects a Supplier who is eligible for selection and (2) if more than one Supplier is eligible for selection, the Purchaser rotates its selection of Suppliers sequentially to spread Orders fairly between eligible Suppliers as far as it is practically possible, within the limits of the Purchaser's strategic business objectives.

(ii) The Purchaser also has the option to invite a secondary competitive process by selecting all eligible Suppliers to submit a competitive quotation, where the Supplier offering the lowest price within the context of acceptable risk, is selected. A reason for exercising this option may be when quotations are sought for significant quantities of Goods and/or Services for which no prices or rates are available in the Price Schedule. Selection of a Supplier is effected when a written issue of instruction to submit a quotation for a proposed Purchase Order is received by the Supplier.

SCC2.10.5 The Quotation Procedure

The Supplier provides a quotation to the Purchaser for a proposed Purchase Order according to these criteria and terms:

(a) The Purchaser shall give written instruction to the Supplier to submit a quotation for a proposed Purchase Order, by issuing a Purchase Order form in either hardcopy or digital format to the Supplier. The Purchase Order form documentation shall contain all the relevant forms, the scope of work and related information describing and defining the Goods and/or Services to be delivered/completed. If the quotation is simultaneously competing with quotations from other selected Suppliers under this Framework, the Supplier is so notified.

(b) The Supplier shall give written acknowledgement of receipt of the Purchase Order form. The Supplier shall prepare the quotation for the Purchase Order based on the pricing in the Price Schedule for this contract. The Supplier's rates and prices in the Price Schedule are binding and apply as the maximum allowable rates and prices quoted for any Purchase Order under this Framework. If a quotation is competing with quotations from other selected Suppliers under the Framework, the Supplier may reduce any of the rates or prices in the Pricing Schedule in order to improve the competitiveness of the quotation. Rates and prices may never be exceeded, except for the provisions of price escalation for inflation, if applicable.

(c) Quotation for items for which there are no prices available in the Price Schedule are subject to assessment by the Purchaser and negotiation where applicable, and the Purchaser reserves the right to treat new items in the same way as change events.

(d) The Supplier shall submit its quotation by returning the Purchase Order documentation together with any other required documentation or information to the Purchaser in compliance with the instructions given by the Purchaser, on or before the stated date and time. Late or incomplete submissions may be rejected.

(e) The Purchaser shall give reply to the Supplier. The reply can be (1) acceptance and approval of the quotation and instruction to provide the Goods and/or Services for the Purchase Order, or (2) a notification that the Purchaser does not accept the quotation and the Purchase Order will not be effected, or (3) a notification that the Supplier's submission is acceptable in principle but the Purchaser does not agree with the quotation and further refinement of pricing and/or detailing must be concluded to the Purchaser's satisfaction before the quotation will be approved.

WESTERN CAPE GOVERNMENT

MOBILITY DEPARTMENT

WESTERN CAPE MOBILITY DEPARTMENT (WCMD): ALL REGIONS: PROVISIONING OF SECURITY SERVICES: 3 YEAR FRAMEWORK CONTRACT

WCBD7.1: Contract Form

SCHEDULE B1: Contract Form: Purchase of Goods and Services

Part 1 (to be filled in by the Supplier ONLY UPON AWARD OF THE CONTRACT)

The Purchaser, identified in the Part 2 signature block, has solicited offers to enter into a contract for the procurement of: **Bid No: MTF02/2026: WESTERN CAPE MOBILITY DEPARTMENT (WCMD): ALL REGIONS: PROVISIONING OF SECURITY SERVICES: 3 YEAR FRAMEWORK CONTRACT**

The bidder, identified in the Part 1 signature block, hereby agrees to supply all or any of the goods and services described in the attached bidding documents to the Purchaser in accordance with the requirements and specifications stipulated in the bid documents at the price/s quoted. The offer/s remain binding upon the bidder and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing time of bid.

The bidder confirms that he has satisfied himself as to the correctness and validity of this 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 the obligations and accepts that any mistakes regarding price(s) and rate(s) and calculations will be at own risk. The bidder further declares that he has no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

By the representative of the bidder, deemed to be duly authorised signing this part of this Contract Form, the bidder offers to perform all of the obligations and liabilities of the Supplier under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with this contract.

This offer may be accepted by the Purchaser by signing Part 2 of this Contract Form and returning one copy of this document to the bidder before the end of the period of validity stated in the document, whereupon the bidder becomes the party named as the Supplier in this contract.

For the bidder:

AUTHORISED SIGNATURE OF BIDDER AS PER SCHEDULE A1 (BID FORM) OF THIS DOCUMENT SERVES AS SIGNATURE FOR THIS CONTRACT FORM	**Bidder MUST complete the following:** CSD* Reg No…… B-BBEE Status Level…… *Central Supplier database

Name of organisation **as per Schedule A1**

Name and capacity of signatory **as per Schedule A1**

Address of organisation **as per Schedule A1**

Part 2 (to be filled in by the Purchaser)

By signing this part of this Contract Form, the Purchaser identified below accepts the bidder's offer. In consideration thereof, the Purchaser shall pay the service provider the amount due in accordance with this contract. Acceptance of the bidder's offer shall form an Agreement between the Purchaser and the bidder upon the terms and conditions contained in this Agreement and in the contract that is the subject of this Agreement.

Deviations from and amendments to the documents listed in the document and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the bidder and the Purchaser during this process of offer and acceptance, are contained in the Schedule of Deviations included and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The bidder shall arrange for the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of this contract. Failure to fulfil any of these obligations in accordance with the terms stipulated shall constitute a repudiation of this Agreement.

This Agreement comes into effect on the Starting Date as stated in the Contract Data.

For the Purchaser: **WESTERN CAPE GOVERNMENT**
WESTERN CAPE MOBILITY DEPARTMENT
SCM: Tender Office
27 Wale Street
CAPE TOWN
8001

SIGNATURE OF PURCHASER

Name: ……...

Capacity: ……..

Name and signature of witness: ……...

……

Date: ……

Schedule of Deviations

(Append separate page if not enough space)

1 Subject: .....

Details: .....

.....

.....

2 Subject: .....

Details: .....

.....

.....

3 Subject: .....

Details: .....

.....

.....

4 Subject: .....

Details: .....

.....

.....

5 Subject: .....

Details: .....

.....

.....

By the duly authorized representatives signing this Agreement, the Purchaser and the bidder agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the GCC and SCC and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the bidder and the Purchaser during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the Parties arising from this Agreement.

For the Bidder:

AUTHORISED SIGNATURE OF BIDDER **(Only required if the Schedule of Deviations contains entries)**

Name: ……..

Capacity: ……..

Name and signature of witness: ……..

……

Date: ……

For the Purchaser: **WESTERN CAPE GOVERNMENT**
WESTERN CAPE MOBILITY DEPARTMENT
SCM: Tender Office
27 Wale Street
CAPE TOWN
8001

SIGNATURE OF Purchaser **(Only required if the Schedule of Deviations contains entries)**

Name: ……..

Capacity: ……..

Name and signature of witness: ……..

……

Date: ……

Number of additional pages appended by the bidder to this schedule: .....(If nil, enter NIL).

WESTERN CAPE GOVERNMENT

MOBILITY DEPARTMENT

WESTERN CAPE MOBILITY DEPARTMENT (WCMD): ALL REGIONS: PROVISIONING OF SECURITY SERVICES: 3 YEAR FRAMEWORK CONTRACT

Contract Data

Contract Data Part One

Data provided by the Purchaser

SCC Clause	Contract Data
SCC1.2	The Purchaser is **WESTERN CAPE MOBILITY DEPARTMENT**
SCC1.3	The Purchaser's Agent is Name: **Christiaan Kriegler: Deputy Director: Management Support Services: GMT** Address: 3 Rusper Street MAITLAND 7405 Phone: 021 467 4745 Email: Christiaan.Kriegler@westerncape.gov.za
SCC1.4	The Contract Type is **Framework Contract**.
SCC2.1.2 (c)	The Scope of Goods and Services is **in the section called "Scope of Goods and Services" in this document.**
SCC2.1.2 (l)	The Framework Starting Date is **the date stated in the letter of notification of appointment of the Supplier by the Purchaser**.
SCC2.1.2 (m)	The Service Period is a period of **36 months** following the Starting Date (applicable to Term Contracts and Framework Contracts only).
SCC2.1.4 (b)	The Period for Reply is **one week**.
SCC2.1.5 (e)	The Purchaser's Agent act shall act with full authority on the Purchaser's behalf in the execution and administration of this contract.
SCC2.1.8	There are no other applicable law other than the laws of the Republic of South Africa
SCC2.3.4 (b)	There are no non-working days when assessing delays to the Contract Completion Date or an Order Completion Date due to change events.
SCC2.3.4 (c)	The full period of the annual holiday break of approximately 4 weeks in December/January for the duration of the contract is **INCLUDED** in the Contract Completion Date or an Order Completion Date and will NOT be added to any other delays due to change events, unless otherwise stated in a Purchase Order.

SCC Clause	Contract Data
SCC2.3.5	The allowed maximum period of extension of the Service Period for this contract is **36 months**, subject to the following conditions: • The extension must be in the best interest of the Purchaser, ensuring continuity of services, cost efficiency, or alignment with strategic objectives; • The Framework Contract will only be extended for those Framework Suppliers who have demonstrated satisfactory performance during the initial Service Period, as assessed through periodic performance reviews and compliance with the Framework Contract and issued Work Orders. • There are no material changes in the scope of work or service requirements that would necessitate re-advertisement of the bid. • The Framework Suppliers maintain all regulatory compliance, including valid registrations, letters of good standing, and insurance coverage, as stipulated in the contract. • Approval for the extension is obtained from the relevant departmental and/or provincial authority in accordance with applicable procurement governance frameworks. • The Purchaser shall provide written notice to the Framework Suppliers of its intention to exercise the option to extend prior to the expiration of the initial contract period, within a period that is reasonable in the circumstances to accommodate proper decision-making processes. • Should the option to extend not be exercised, the Framework Contract shall terminate at the end of the initial Service Period. Work Orders which have been issued prior to the end of the Framework Service Period will continue until their specified end date, which may be beyond the end of the Framework Service Period.
SCC2.3.7	The clauses surviving expiry/termination of this contract are: • GCC5: Use of contract documents and information (confidentiality); • GCC6: Patent rights; • GCC15: Warranty; • GCC16: Payment; • GCC27: Settlement of disputes; • GCC28: Limitation of liability; • SCC2.3.6: Continuation of the Service at contract expiry; • SCC2.7.2: Intellectual property rights.
SCC2.4.2 (b)	The Defects Correction Period for this contract is **as stated in the Service Standards as contained in the Scope of Goods and Services of this document**.
SCC2.4.5	The Latent Defects Period for this contract is **5 years** after the date of Contract Completion or the date of an Order Completion, as applicable.
SCC2.5.2 (c)	The penalties payable for late delivery of the Goods and Services shall be as stated in the Work/Purchase Order, as referenced from **the Service Standards as contained in the Scope of Goods and Services of this document**.
SCC2.5.4 (a)	Labour rates are subject to annual Bargaining Council increases, all other prices and rates for this contract shall remain fixed for the first 12 months of this contract and shall be subject to price adjustment for inflation thereafter.

SCC Clause	Contract Data
SCC2.5.4 (b)	Consumables or goods subject to statutory price fluctuations are to be adjusted in terms of their statutory prices.
SCC2.8.3 (a)	The minimum amount of insurance cover (including public liability insurance) required for this contract is **R10 000 000 (ten million rand)**
SCC2.8.4 (a)	Performance security is not required for this contract.

WESTERN CAPE GOVERNMENT

MOBILITY DEPARTMENT

WESTERN CAPE MOBILITY DEPARTMENT (WCMD): ALL REGIONS: PROVISIONING OF SECURITY SERVICES: 3 YEAR FRAMEWORK CONTRACT

Contract Data

Contract Data Part Two

SCHEDULE B2: Data provided by the Supplier

SCC Clause	Contract Data
SCC2.1.2 (b)	The name and address of the Supplier is Name: ……..… Address: ……..… …….. Telephone: …….. Email address: ……
SCC2.5.1	The details of the Supplier's pricing for this contract is **in the section called "Pricing Data"** of this document.
SCC2.6.4 (b)	The mark-up percentage for overheads and profit added to the Supplier's Cost (excluding labour) for change events is **…… %** (max 15% allowed, defaults to 7.5% if not specified by the bidder) .

AUTHORISED SIGNATURE OF BIDDER AS PER SCHEDULE A1 (BID FORM) OF THIS DOCUMENT SERVES AS SIGNATURE FOR THIS SCHEDULE

WESTERN CAPE GOVERNMENT

MOBILITY DEPARTMENT

WESTERN CAPE MOBILITY DEPARTMENT (WCMD): ALL REGIONS: PROVISIONING OF SECURITY SERVICES: 3 YEAR FRAMEWORK CONTRACT

Contract Data

SCHEDULE B3: Supplier's nominees for Framework Core Management Group

The tenderer must nominate and provide the details for two representatives to serve on the Framework Core Management Group during the contract term, in the event that the Purchaser decides to invoke a Framework Core Management Group (FCMG). The decision to invoke (or not) the FCMG is solely that of the Purchaser, at its own discretion.

Representative No 1

Name……

Position……

Qualifications……..

Contact Details……

Representative No 2

Name……

Position……

Qualifications……..

Contact Details……

AUTHORISED SIGNATURE OF BIDDER AS PER SCHEDULE A1 (BID FORM) OF THIS DOCUMENT SERVES AS SIGNATURE FOR THIS SCHEDULE

WESTERN CAPE GOVERNMENT

MOBILITY DEPARTMENT

WESTERN CAPE MOBILITY DEPARTMENT (WCMD): ALL REGIONS: PROVISIONING OF SECURITY SERVICES: 3 YEAR FRAMEWORK CONTRACT

PART C: Pricing Data

Pricing assumptions & instructions	Page 79
Pricing schedule	Page 80
Schedule C1: Pricing Summary	Page 80
Schedule C2: Price Schedule	Page 82

WESTERN CAPE GOVERNMENT

MOBILITY DEPARTMENT

WESTERN CAPE MOBILITY DEPARTMENT (WCMD): ALL REGIONS: PROVISIONING OF SECURITY SERVICES: 3 YEAR FRAMEWORK CONTRACT

Pricing assumptions & instructions

Pricing assumptions & instructions

1. GENERAL

1.1 It will be assumed that prices included in the pricing schedule are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.iso.org for information on standards).

1.2 The Supplier will be paid for completed work i.e. work without Defects. This is a re-measurement contract and the Price Schedule comprises only items measured in terms of the standard method of measurement using quantities and rates or stated as lump sums. Time related items are items measured using rates where the rate is a unit of time.

1.3 The Price Schedule needs to be read in conjunction with any information identified in the Scope of Goods and Services.

1.4 For the purpose of the Price Schedule, the following words have the meanings hereby assigned to them:

Unit:	The unit of measurement for each item of work as defined in the relevant Standards or Specifications stated in the Goods Information of this document.
Quantity:	The number of units of work for each item.
Rate:	The agreed payment per unit of measurement.
Price:	The product of the quantity and the agreed rate for an item, or an agreed amount for an item, the extent of which is described in the Price Schedule but the quantity of work of which is not measured in any units.

1.5 Unless otherwise stated, items are measured net in accordance with the specifications, and no allowance has been made in the quantities for waste.

1.6 The prices and rates stated for each item in the Price Schedule shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the Supplier in carrying out or providing that item.

1.7 All prices and rates in the Price Schedule exclude VAT, while the total of Prices reflected in the Pricing Summary include VAT.

2. CHANGE EVENTS

2.1 Payment for items in the Price Schedule which are associated with any budgetary allowances, provisional sums and prime costs are dealt with in the same manner as payment for change events, i.e. Supplier's Cost plus the mark-up percentage for overheads and profit **as stated in the Contract Data**.

3. THE TOTAL FINANCIAL OFFER FOR THIS TENDER

3.1 There is no total financial offer for this Framework bid, because different bidders may bid for different Service Categories in different geographic locations. Instead, each Service Category in each location will be individually compared for bids in that same category and location. The financial offer of this tender will revert to "NIL", Rates Only for award of the Framework.

4. MATERIAL CONFLICT WITH CONDITIONS OF CONTRACT

4.1 PLEASE NOTE: If anything in this Price Schedule materially contradicts or is in conflict with any stipulation in the GCC and SCC as contained in this contract, the stipulation in the GCC and SCC shall prevail.

WESTERN CAPE GOVERNMENT

MOBILITY DEPARTMENT

WESTERN CAPE MOBILITY DEPARTMENT (WCMD): ALL REGIONS: PROVISIONING OF SECURITY SERVICES: 3 YEAR FRAMEWORK CONTRACT

Pricing schedule

SCHEDULE C1: Pricing Summary

PRICE OFFER/S FOR THIS CONTRACT, BY SERVICE CATEGORY AND REGION

SERVICE CATEGORY A: STANDARD PHYSICAL GUARDING			
Item	**Amount excl VAT**	**VAT @ 15%**	**Amount incl VAT**
Total Price for Table 1 Items 1 & 2	R……	R……	R……
Total markup/s carried from Table 1 Item 3			
Total markup for Overheads & Profit: Cape Town Metro	R……	R……	R……
Total markup for Overheads & Profit: Overberg	R……	R……	R……
Total markup for Overheads & Profit: West Coast	R……	R……	R……
Total markup for Overheads & Profit: Cape Winelands	R……	R……	R……
Total markup for Overheads & Profit: Central Karoo	R……	R……	R……
Total markup for Overheads & Profit: Garden Route	R……	R……	R……

SERVICE CATEGORY B: SPECIAL TACTICAL GUARDING			
Item	**Amount excl VAT**	**VAT @ 15%**	**Amount incl VAT**
Total Price for Table 2 Items 1 & 2	R……	R……	R……
Total markup/s carried from Table 2 Item 3			
Total markup for Overheads & Profit: Cape Town Metro	R……	R……	R……
Total markup for Overheads & Profit: Overberg	R……	R……	R……
Total markup for Overheads & Profit: West Coast	R……	R……	R……
Total markup for Overheads & Profit: Cape Winelands	R……	R……	R……
Total markup for Overheads & Profit: Central Karoo	R……	R……	R……
Total markup for Overheads & Profit: Garden Route	R……	R……	R……

SERVICE CATEGORY C: SPECIAL EVENTS SECURITY MANAGEMENT			
Item	**Amount excl VAT**	**VAT @ 15%**	**Amount incl VAT**
Total Price for Table 3 Items 1 & 2	R……	R……	R……
Total markup/s carried from Table 3 Item 3			
Total markup for Overheads & Profit: Cape Town Metro	R……	R……	R……
Total markup for Overheads & Profit: Overberg	R……	R……	R……
Total markup for Overheads & Profit: West Coast	R……	R……	R……
Total markup for Overheads & Profit: Cape Winelands	R……	R……	R……
Total markup for Overheads & Profit: Central Karoo	R……	R……	R……
Total markup for Overheads & Profit: Garden Route	R……	R……	R……

SERVICE CATEGORY D: ARMED RESPONSE			
Item	**Amount excl VAT**	**VAT @ 15%**	**Amount incl VAT**
Total Price for Table 4 Item 1	R……..	R……..	R……..
Total markup/s carried from Table 4 Item 3			
Total markup for Overheads & Profit: Cape Town Metro	R……..	R……..	R……..
Total markup for Overheads & Profit: Overberg	R……..	R……..	R……..
Total markup for Overheads & Profit: West Coast	R……..	R……..	R……..
Total markup for Overheads & Profit: Cape Winelands	R……..	R……..	R……..
Total markup for Overheads & Profit: Central Karoo	R……..	R……..	R……..
Total markup for Overheads & Profit: Garden Route	R……..	R……..	R……..

OPTIONAL SERVICE ELEMENT: K9 GUARDING			
Item	**Amount excl VAT**	**VAT @ 15%**	**Amount incl VAT**
Total Price for Table 5 Items 1 & 2	R……..	R……..	R……..
Total markup/s carried from Table 5 Item 3			
Total markup for Overheads & Profit: Cape Town Metro	R……..	R……..	R……..
Total markup for Overheads & Profit: Overberg	R……..	R……..	R……..
Total markup for Overheads & Profit: West Coast	R……..	R……..	R……..
Total markup for Overheads & Profit: Cape Winelands	R……..	R……..	R……..
Total markup for Overheads & Profit: Central Karoo	R……..	R……..	R……..
Total markup for Overheads & Profit: Garden Route	R……..	R……..	R……..

PLEASE NOTE: The price offers for the various Services are based on illustrative quantities which are used for bid comparison and evaluation purposes only, and DO NOT reflect the actual expenditure envisaged for this contract.

AUTHORISED SIGNATURE OF BIDDER AS PER SCHEDULE A1 (BID FORM) OF THIS DOCUMENT SERVES AS SIGNATURE FOR THIS SCHEDULE

WESTERN CAPE GOVERNMENT

MOBILITY DEPARTMENT

WESTERN CAPE MOBILITY DEPARTMENT (WCMD): ALL REGIONS: PROVISIONING OF SECURITY SERVICES: 3 YEAR FRAMEWORK CONTRACT

Pricing schedule

SCHEDULE C2: Price Schedule

Detailed Pricing Instructions: Please read before pricing.

The Price Schedule for this contract is contained in a digital Microsoft Excel Workbook file issued as part of the bid documentation, and must be completed as appropriate by entering the rates for Service Categories and Regions into the relevant worksheets, saving a copy of the completed file to removable media and submitting same with the bid document to constitute a valid tender.

The Price Schedule for this contract is divided into 4 Core Service Categories viz:

- Table 1: Service Category A: Standard Physical Guarding;
- Table 2: Service Category B: Special Tactical Guarding;
- Table 3: Service Category C: Special Events Security Management; and
- Table 4: Service Category D: Armed Response.

In addition, the following optional Service Element is available for pricing separately:

- Table 5: K9 Services.

Optional Service Elements not priced at this Framework procurement stage and left for quotation at Work Order quotation stage include:

- Table 6: Drones; and
- Table 7: Alarm Installations.

How to price for this Framework Contract

Bidders can submit pricing for ONE or MORE of the Service Categories, in ONE or MORE of the Regions of the Western Cape Province, in accordance with their capability/capacity/certification and business presence in the geographic location for which a bid is submitted (e.g. control room, licensing for K9 services, etc, in the Region).

Some larger security firms may wish to bid for all Security Categories in all Regions, while smaller outfits may only elect to bid for a specific Service Category in a single Region where they are located.

Example:

Let's say you are located in George, and wish to bid for Standard Physical Guarding (Service Category A) in the Garden Route District Municipal Region ONLY. Let's further assume you can provide K9 security services as well, and want to put an offer for that too. Do the following:

1. Fill in pricing for all items under 1 and 2 of Table 1. ALL the items under 1 and 2 in Table 1 MUST be priced, no items may be left blank.
2. Proceed to Item 3 of Table 1, and price for overheads and profit by entering mark-up percentages for the Garden Route Region under items 3.6.1 and 3.6.2.
3. For K9 pricing, go to Table 5, and price all the items under 1 and 2 of Table 5. As before, ALL the items under 1 and 2 in Table 5 MUST be priced for a valid K9 service offer, no items may be left blank.
4. Similarly, for K9 proceed to Item 3 of Table 5, and price for overheads and profit by completing the mark-up percentages for the Garden Route Region under items 3.6.1 and 3.6.2.
5. Once pricing has been completed, leave all the other Service Categories (Tables 2 through 4) blank.
6. Finally, carry the totals calculated on the electronic Pricing Summary for Table 1 and Table 5 together with their respective regional mark-up percentages to the hardcopy Pricing Summary in

the bid document where indicated. In this example, the hardcopy Pricing Summary will only show rates and prices for Category A and K9 services, in the Garden Route Region. Draw diagonal lines across all other Service Categories and Regions in the hardcopy Pricing Summary and mark them "N/A".

Tip:

Once pricing has been entered into the Excel Pricing Schedule, it will clearly show which tables are populated and all the relevant figures can be copied physically into the hardcopy Pricing Summary (in black ink) in this bid document.

VERY IMPORTANT – PLEASE NOTE: Once the Excel Pricing Schedule has done its calculations, you MUST physically write all the relevant totals into the corresponding spaces of the hardcopy Pricing Summary in this document, for a valid offer for any Service Category and Region. Kindly see Clause 6 of the Terms and Conditions for Bidding in this document.

Price Schedule: Core Services: All Regions

TABLE 1: Service Type A: Standard Physical Guarding Core Service

- Complete Price Schedule Table 1 by clicking the worksheet bottom tab (labeled "Table 1 -Service Type A") if you are offering the Core Service for Standard Physical Guarding in any of the Western Cape Regions (District Municipalities). If you are not offering services for Service Category A in any Region, leave Table 1 worksheet blank.
- Rates and Prices to be provided for items in Table 1 EXCLUSIVE OF VAT.

TABLE 2: Service Type B: Special Tactical Guarding Core Service

- Complete Price Schedule Table 2 by clicking the worksheet bottom tab (labeled "Table 2 -Service Type B") if you are offering the Core Service for Special Tactical Guarding in any of the Western Cape Regions (District Municipalities). If you are not offering services for Service Category B in any Region, leave Table 2 worksheet blank.
- Rates and Prices to be provided for items in Table 2 EXCLUSIVE OF VAT:

TABLE 3: Service Type C: Special Events Security Management Core Service

- Complete Price Schedule Table 3 by clicking the worksheet bottom tab (labeled "Table 3 -Service Type C") if you are offering the Core Service for Special Events Management in any of the Western Cape Regions (District Municipalities). If you are not offering services for Service Category C in any Region, kindly leave Table 3 worksheet blank.
- Rates and Prices to be provided for items in Table 3 EXCLUSIVE OF VAT:

TABLE 4: Service Type D: Armed Response Core Service

- Complete Price Schedule Table 4 by clicking the worksheet bottom tab (labeled "Table 4 -Service Type D") if you are offering the Core Service for Armed Response in any of the Western Cape Regions (District Municipalities). If you are not offering services for Service Category D in any Region, kindly leave Table 4 worksheet blank.
- Rates and Prices to be provided for items in Table 4 EXCLUSIVE OF VAT:

Price Schedule: Optional Services: All Regions

TABLE 5: Optional Service Element for Service Categories: K9

- Complete Price Schedule Table 5 by clicking the worksheet bottom tab (labeled "Table 5 -K9") if you are offering the optional Service Elements K9 in any of the Western Cape Regions (District Municipalities). If you are not offering the optional service K9 in any Region, kindly leave Table 5 worksheet blank.
- Rates and Prices to be provided for items in Table 5 EXCLUSIVE OF VAT:

TABLE 6: Optional Service Element for Service Categories: Drones

- Please note that the Optional Service Element **Drones** is **not** priced at this Framework procurement stage, but quotations will be obtained at Work Order quotation stage from Framework Suppliers if drones are specified for any specific Work Order.

TABLE 7: Optional Service Element for Service Categories: Alarm Installations

- Please note that Optional Service Element **Alarm installations** is **not** priced at this Framework procurement stage, but quotations will be obtained at Work Order quotation stage from Framework Suppliers if alarm installations are specified for any specific Work Order.

IMPORTANT: Please note the following:

1. Ensure that the appropriately completed Price Schedule electronic Excel file is returned with your bid submission. Failure to do so will invalidate your tender.
2. Ensure that the pricing totals in the Pricing Summary of the Excel Pricing Schedule are carried as appropriate to the hardcopy Pricing Summary on page 80 of this document.
3. Please check the SCC for the requirements pertaining to submission of the priced document, and ensure that you comply with the stipulations thereof. Failure to comply will invalidate your tender.
4. All information given in the Scope of Goods and Services must be taken into account for pricing. Unrealistic pricing in terms of the envisaged supply will render your tender high-risk, and therefore ineligible for award.
5. All items (rates) in the Price Schedule are to be priced EXCLUSIVE of VAT, with VAT only added in the Pricing Summary of this document.
6. If the Prices in the Price Schedule are based on illustrative quantities of goods and services and not on pre-determined and known physical quantities at the time of tender, it means that the objective of the pricing structure is to obtain unit rates for the goods/services instead of final calculated Prices for the tender as a whole. Therefore, the total of the Prices in the Price Schedule and bid offer shall revert to "NIL, rates-only" upon award of this contract.

AUTHORISED SIGNATURE OF BIDDER AS PER SCHEDULE A1 (BID FORM) OF THIS DOCUMENT SERVES AS SIGNATURE FOR THIS SCHEDULE

WESTERN CAPE GOVERNMENT

MOBILITY DEPARTMENT

WESTERN CAPE MOBILITY DEPARTMENT (WCMD): ALL REGIONS: PROVISIONING OF SECURITY SERVICES: 3 YEAR FRAMEWORK CONTRACT

PART D: Scope of Goods and Services

Preamble to Scope of Goods and Services	Page 86
1. Description of the Goods and Services	Page 87
2. List of drawings, schematics & annexures	Page 101
3. Specifications, standards & workmanship	Page 102
4. Constraints on providing the Goods and Services	Page 120
5. Services provided by the Purchaser	Page 121
6. Property affected by the service	Page 121
7. Schedules & forms	
Schedule D1: Amendments by Supplier	Page 122
Pro Forma Purchase (Work) Order	Page 123

WESTERN CAPE GOVERNMENT

MOBILITY DEPARTMENT

WESTERN CAPE MOBILITY DEPARTMENT (WCMD): ALL REGIONS: PROVISIONING OF SECURITY SERVICES: 3 YEAR FRAMEWORK CONTRACT

Scope of Goods and Services

Preamble to Scope of Goods and Services

Material conflict with the GCC and SCC

PLEASE NOTE: If anything in the Scope of Goods and Services materially contradicts or is in conflict with any stipulation in the conditions of contract as contained in the GCC and SCC, the stipulation in the GCC and SCC shall prevail.

WESTERN CAPE GOVERNMENT

MOBILITY DEPARTMENT

WESTERN CAPE MOBILITY DEPARTMENT (WCMD): ALL REGIONS: PROVISIONING OF SECURITY SERVICES: 3 YEAR FRAMEWORK CONTRACT

Scope of Goods and Services

1. Description of the Goods and Services

1.1 Overview.

The provision of private security services at various sites is essential to the Western Cape Government's (WCG) service delivery mandate. The WCG and its Departments have a responsibility to ensure a safe and secure environment for its staff to perform their duties and to safeguard the WCG's assets.

The Purchaser requires the provision of private security services to be rendered at various premises throughout the Western Cape Province on an "as required" basis during the duration of the Framework Contract Service Period.

1.2 Purpose / Purchaser's objectives

The purpose of establishing this Framework Contract is to procure **multiple** private security service providers for a set term and at an agreed set of rates and Prices, to provide said security services (the "service") when so instructed by a Work Order issue, thereby reducing the procurement delays normally associated with standard once-off procurement procedures.

1.3 Additional defined terms

In this agreement the following expressions bear the meanings assigned to them below and cognate expressions bear corresponding meanings:

- "Agreement" shall mean this Framework Contract and any associated Work Order/s issued under its auspices, together with any other annexures hereto. The complete Framework Contract embodies the "Service Level Agreement" (SLA) normally associated with contracts of this nature;
- "Service Provider" means the Supplier in terms of this Framework Contract, and any issued Work Order/s;
- "Authorised Office Representative" means the official appointed in writing by the Department of Police Oversight and Community Safety's (POCS) Chief Director: Security Risk Management to liaise with the Service Provider on operational matters;
- "Premises" means the buildings or institutions as determined at which security services are to take place as detailed in a Work Order and associated Price Schedule, also referred to the "affected property" or "site" in this Framework Contract and any associated Work Orders (the terms are used interchangeably);
- "PSIRA" means the Private Security Industry Regulatory Authority, established in terms of the PSIRA Act;
- "PSIRA Act" means the Private Security Industry Regulation Act, 2001 (Act 56 of 2001) and all regulations made in terms thereof;
- "Security Officer" means a person employed by the Service Provider to carry out static and mobile guard duties;
- "Operational Requirement Sheet" means the operational specifications relating to the Premises and Services as contained in the Framework Contract and any associated Work Order;
- "Institution of Location" means the locations recorded in the Operational Requirement Sheet for any Work Order.
- "Work Order" means an instruction to render a security service at a specific location ("site") for a specific duration, via a Purchase Order issued in terms of this Framework Contract.

- "Intellectual Property" means, but is not limited to, all outputs of creative endeavour in any field that can be protected either statutorily or not, within any jurisdiction, including but not limited to all forms of copyright, design right, whether registered or unregistered, patent, patentable material, trademarks, Know-How, trade secrets, rights in databases, information, data, discoveries, computer software and programmes;
- "Intellectual Property Rights" means all intellectual property rights of whatever nature (whether or not such rights are registered or capable of being registered), including (i) all patents and other patent rights, including divisional and continuation patents, utility models; (ii) rights in and to inventions, whether patentable or not; (iii) rights in trademarks, service marks, logos, slogans, corporate, business and trade names, trade dress, brand names and other indicia of origin; (iv) rights in designs, topography rights, rights in circuit layouts and mask-works; (v) copyright, including all copyright in and to computer programs; (vi) rights in internet domain names, reservations for internet domain names, uniform resource locators and corresponding internet sites; (vii) rights in databases and data collections; (viii) know-how, show-how, trade secrets and confidential information, in each case whether or not registered and including applications for the registration, extension, renewal and re-issuance, continuations, continuations in part or per division of, any of these and the right to apply for any of the foregoing, all claims for past infringements, and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world;
- "Services" means the provision of security services at the Premises in accordance with the conditions as set out in the Framework Contract and an issued Work Order;
- "Service Category" means the categorisation of security services into distinct and logical groupings, in accordance with how the security services are generally presented and are prevalent in the private security open market. Bidders have the opportunity to present bids for their individual service category/categories only, not having to bid for those categories which they do not have the capability or capacity to render.
- "Service Element" means a sub-part (element) of a Service Category, logically grouped together with other Service Elements to constitute the Service Category as a whole. Each Service Element is separately assessed when an Operational Risk Assessment (ORA) is performed prior to approval of a Work Order implementation. Some Service Elements are inherently part of the Service Category they are associated with, and will therefore a mandatory element to price for and be assessed for risk, while others may be optional and not a compulsory part of the Service Category.
- "Core Service" means those Service Elements which are considered to be a mandatory or essential part of the Service Category and without which the Service will be incomplete in terms of the required deliverables of any Work Order. Each of the four (4) Service Categories has its own grouping of essential or "core" Service Elements. Pricing for each Service Category has as its basis the Core Service, and other optional Service Elements are priced for separately.
- "ORA" means Operational Risk Assessment, which will be a mandatory step and prerequisite prior to the Service Provider commencing with any instructed Work Order for security services.

1.4 Establishment of the Security Services Framework

This Framework Contract procurement process has as its primary objective the establishment of a list ("panel") of Service Providers (referred to as "Framework Suppliers") across the Western Cape Province, who have passed a basic process of scrutiny in terms of compliance with applicable legislation and regulations as well as pricing, to provide a range of security services as made provision for in the scope of service of this contract. Once appointed to the Framework, these Framework Suppliers become eligible for selection and award of Work Orders to institute and execute specific security services in the various District Municipal areas of the Western Cape Province as and when/where required, in accordance with the processes outlined in Clause SCC 2.10 of the Special Conditions of Contract.

The procurement of Service Providers to become part of this Framework Contract to potentially provide security services during the Service Period of the term contract DOES NOT include a functionality assessment as part of the initial procurement process. Instead, functionality is assessed as a mandatory prerequisite step prior to any Service Provider commencing with any instructed Work Order for security services which may be issued during the Framework Contract term. This functionality assessment is done to assess the suitability of, and level of risk presented by, the selected Service Provider to execute the Work Order, and is referred to as an Operational Risk Assessment (ORA).

1.5 "Calling off" Purchase (Work) Orders after establishment of the Framework Contract

After the Framework Contract has been duly procured and a list of approved Service Providers based in various District Municipal areas is available on the Framework, the following steps will generally be followed to appoint a Service Provider for execution of a Work Order for security services:

(1) First, available Service Providers in the particular geographic location and with the appropriate security service skills matching the Purchaser's requirements are identified as potential candidates for the Work Order;

(2) Next, the appropriate number of Framework Suppliers are selected for issuing a Purchase Order instruction to, in accordance with the provisions of Clause SCC2.10.4;

(3) After receipt back of a priced and confirmed Purchase Order from the selected Framework Supplier/s, it/they are evaluated in terms of price and suitability to perform the service;

(4) Prior to acceptance and execution of the Purchase Order (thereby converting it to a valid Work Order), a mandatory ORA is performed by The Department of Police Oversight and Community Safety (POCS) to establish the level of risk presented by the appointment. If the risk is shown to be within the bounds of acceptability for a particular appointment, the Purchase Order becomes the Work Order via which the Service Provider will provide its services for the duration of the period specified in the Work Order, until its conclusion or earlier termination, as applicable.

Please Note:

- Where an ORA has been performed for a Service Provider in a specific Service Category in a specific District Municipal area which yielded an acceptable risk outcome, subsequent ORA's for Work Orders for that same Service Provider in that same Service Category in that same District Municipal area will not be required for a period of 6 to 12 months, unless the Purchaser deems otherwise. All expired compliance documents will be required to be renewed and up to date before commencement of a Work Order, updated documents to be provided within one week of the written request to do so.
- Work Orders implemented prior to the Framework Contract Service Period expiry, will continue to be in operation for their full specified duration, and may continue beyond expiry of the Framework itself. However, no new Purchase Orders may be issued after expiry of the Framework Service Period (see SCC2.2.2(d)).

1.6 The Operational Risk Assessment (ORA)

The Operational Risk Assessment (ORA) is the primary risk management tool utilised by this contract for security services provided by Framework Suppliers (Service Providers). The procurement of Service Providers to become part of this Framework Contract to potentially provide security services during the Service Period of the term contract DOES NOT include a functionality assessment as part of the initial procurement process. Instead, functionality is assessed as a mandatory step and prerequisite prior to the Service Provider commencing with any instructed Work Order for security services, which may be issued during the Framework Contract term. This functionality assessment is done via a standardised ORA, which enables the Purchaser to asses risk and determine acceptability or not of the risk for making use of any particular Framework Supplier.

Only those Service Providers who present an outcome of acceptable risk to the Purchaser following the ORA, will be allowed to implement and execute a Work Order. The process of conducting ORA's is transparent to enable Service Providers to clearly anticipate and follow the logic involved, and should be used by Service Providers as yardstick to measure their own performance and risk in an impartial and objective manner. For this purpose, a copy of the ORA questionnaire and risk categories is included in the Appendix to this document as Annexure A.

1.7 The Security Service

The security service comprises the following physical duties:

- **Physical Guarding Duties**: A standard physical guarding service generally requires guards to perform:
    - Access control: monitoring and controlling entry/exit of personnel, vehicles, and visitors.
    - Patrolling: regular site patrols on foot or by vehicle to deter and detect security breaches.

- Static guarding: visible presence at designated posts to deter criminal activity and protect persons and property.
- Monitoring and reporting: recording incidents in logs or occurrence books and reporting to supervisors.

- **Supervisory structure**:
  - A supervisor or team leader is typically included to oversee shifts, ensure compliance with site instructions, and manage guard performance.
- **Communication & control:**
  - A direct line of communication must exist between guards, supervisors, and the security company's control room or onsite control point.
  - Guards should be able to contact emergency services where necessary.
- **Shift and staffing conditions:**
  - Guards assigned must comply with legal labour conditions (e.g., maximum shift hours, rest periods).
  - Posts must be staffed according to the agreed numbers and grades.

Security services under this contract are divided into 5 main Service Categories, for which bidders may present offers for one or more of them, in accordance with their preference and capabilities. This section is to be read in conjunction with ORA Annexure A in the Appendix to this document.

The service comprises services in the following main Service Categories:

1.7.1 Service Category A: Standard Physical Guarding

This may include one or more of the following Service Elements:

- Physical Guarding Control Room operation (ORA Ref A.1)
- K9 Guarding (ORA Ref A.4)
- Physical security officers (ORA Ref A.6)
- Security Vehicles (ORA Ref A.7)

1.7.2 Service Category B: Special Tactical Guarding

This may include one or more of the following Service Elements:

- CCTV Control Room operation (ORA Ref A.8)
- Drones (ORA Ref A.2)
- Armed Guarding (ORA Ref A.3)
- K9 Guarding (ORA Ref A.4)
- Physical security officers (ORA Ref A.6)
- Special Tactical Vehicles (ORA Ref A.9)

1.7.3 Service Category C: Special Events Management

This may include one or more of the following Service Elements:

- Physical Guarding Control Room operation (ORA Ref A.1)
- Drones (ORA Ref A.2)
- Armed Guarding (ORA Ref A.3)
- K9 Guarding (ORA Ref A.4)
- Special Events Security Management (ORA Ref A.5)
- Physical security officers (ORA Ref A.6)
- Security Vehicles (ORA Ref A.7)

1.7.4 Service Category D: Armed Response

This may include one or more of the following Service Elements:

- CCTV Control Room operation (ORA Ref A.8)
- Drones (ORA Ref A.2)
- Armed Guarding (ORA Ref A.1)
- K9 Guarding (ORA Ref A.3)
- Physical security officers (ORA Ref A.6)
- Armed Response Vehicles (ORA Ref A.10)
- Alarm Installations (ORA Ref A.11)

PLEASE NOTE: Security Analysis / Security Assessment

Please note that this service is no longer outsourced and all security analyses and -assessments are carried out by the Department of Police Oversight and Community Safety as an internal service to the Western Cape Government in its entirety. No provision is made in the Pricing Schedule for this service.

1.8 The Service Provider's responsibilities

1.8.1 General

- The Services shall be performed in a professional and impartial manner.
- The Service Provider shall at all-time render service that enhance and maintain at minimum the corporate image of the Purchaser.
- The Service Provider shall at all times render a service that is in line with the Purchaser's values and ethos.
- The Service Provider shall ensure that any Security Officers posted exercise the highest possible standards of conduct in performing their duties in accordance with this Agreement.
- The Service Provider will be responsible for the vigilant and, if necessary, forceful protection of the Premises against any attempt by any person to unlawfully enter the Premises.
- The Service Provider shall render the services to the Purchaser in accordance with the service standards as set out in Section 3 of the Scope of Goods and Services in this document.
- The Service Provider shall, upon receipt of written request from the Purchaser, provide the Purchaser with copies of all the Service Provider's operating procedures and processes relating to the Services.
- The Service Provider is responsible for overall management and supervision of the Security Officers performing duties at the Premises in accordance with the provisions of this contract.
- The Service Provider must ensure that a competent site manager is appointed, additional to any Security Officers posted at the Premises, who must visit the Premises as mutually agreed in writing or as stipulated in a Work Order.
- The Service Provider shall provide all guards Identity documentation. Security Officers who are not registered with the PSIRA, or whose registration is withdrawn or suspended by the PSIRA, or who do not display both the PSIRA and the Service Provider's corporate photo identification badges may not report for duty or enter the Premises.
- The Service Provider shall submit certified copies of the following for each of its finance, administration, human resources personnel and security officers posted on the site as mentioned in the site specification document:
    - South African Police Services record check
    - PSIRA certificates
    - Grade Ten (10)

  - Highest educational qualification for all finance, administration and human resources personnel

- The Service Provider shall immediately inform the Purchaser in writing if any Security Officer is found guilty of improper conduct as contemplated in the Code of Conduct.
- It is expected from the Service Provider to ensure that all duties and tasks as per the service provider's operational plan to be performed on site are adhered to.
- The Service Provider agrees to attend any meeting at the reasonable instance and written request of the Purchaser to discuss matters pertaining to this Agreement.
- The Service Provider shall keep minutes or an action list of activities in respect of each meeting and shall make same available to the Purchaser.
- The Service Provider shall ensure that all its guards shall report for all shifts fifteen (15) minutes before the preceding hour as to facilitate a smooth shift change over.
- The Service Provider shall ensure that all guards posted is dressed in accordance with the Corporate uniform and dress standards; jacket, shirt, pants, tie, name tag and appropriate shoes of the Service Provider.
- The Service Provider must exercise reasonable skill, care and diligence in the rendering of the Services and the performance of its obligations to the Purchaser.
- The Service Provider shall provide written reports on progress made in the rendering of the Services to the Purchaser at such intervals and in such format as may be determined at the sole discretion of the Purchaser.
- In the event of an incident, the Service Provider shall submit an Incident Report to the Purchaser's Facilities Manager within eight (8) hours, along with the Daily Report form.
- The Service Provider will submit a printed hard copy of the data from an electronic patrol tracking system (where available) weekly to the Purchaser's Facilities Manager.
- The Service Provider shall ensure that all necessary equipment, services or material as required are kept in the condition as required by law, regulations and procedures and readily available for the Purchaser to inspect and test without prior notice.
- The Purchaser reserves the right to request additional information pertaining to any matters or issue raised in or relevant matters or issues omitted from a report.
- The Service Provider shall, in the provision of the Services, have due regard to the operational requirements of the Purchaser and the Premises and other parties occupying or operating from the Premises and shall not do, or permit to be done, anything which may negatively impact on such parties' operational requirements.
- The Service Provider shall ensure that it and its employees shall at all times comply fully with any safety, fire, emergency and security procedures and policies applicable at the Premises.
- The Service Provider shall ensure that any employee of the Service Provider posted at the location, who is failing to comply with any such procedures or policies, to replace such person without delay and the Purchaser shall be entitled to deny such person access to the relevant Premises.
- Personal Standards: All security officials intended to be used on the site/s MUST comply with the following requirements. The security officials must:
  - be a South African citizen;
  - be a Private Security Industry Regulating Authority (PSIRA) registration of allocated guards must be submitted to the Security Managers before training or posting of security guard who must have a minimum Grade C PSIRA registration and be in possession of any addition certification to perform any given service type listed for the contract for that site - EG, K9 certification, drone, firearm, special events, Gallager, etc;
  - be holding a valid Minimum of grade 10 academic qualification;
  - be able to work independently;
  - be able to communicate, in two of the three official languages of the Western Cape and able to write in the business language of the WCG which is English;
  - be physically fit;

- be assertive enough to enforce security measures as required;
- be trained in professional conduct even under difficult and during conflict situations;
- be presentable, clean, neat and portray a professional image at all times whilst conducting their duties in a professional manner;
- be wearing corporate uniform and dress standards; jacket, shirt, pants, tie, name tag and appropriate shoes, and at specific sites protective wear against snake and baboon attacks are required;
- be commanding respect;
- be at all times be alert, vigilant and professional in their approach, bearing and actions and the following deviations will be regarded as extremely serious and may be regarded as sufficient reason to ask the Service Provider to remove a particular Security Officer(s) from the Premises permanently;
- not be absent without proper notification;
- not be accepting any gifts or bribes in the line of duty;
- not display conduct unbecoming of a security officer or prejudicial to discipline, either on or off duty;
- not be drinking intoxicating liquor or using intoxicating substances while on duty or reporting for duty in an intoxicated condition;
- not enable any person to secure stolen property from the Premises;
- not be engaging in false reporting;
- not be negligent in the application of Site Instructions, after being duly informed thereof;
- not be sleeping on duty or neglecting his/her duty;
- not be using a weapon improperly;
- not be unnecessarily harsh or violent conduct or using profane language while performing his / her duties in accordance with this contract;
- not be wilfully disobedient of instructions, orders of a superior or a reasonable request by the Purchaser;
- not fail to report any security incident or safety hazard either observed by the Security Officer or brought to his/her attention by another person;
- not fail to wear the prescribed clothing or identification when on duty.
- not fail to present an acceptable image or an upright position, or to deal with any person in a respectful manner. This implies that a Security Officer shall not sit when he/she should be standing and shall not lounge about, smoke, eat, drink, read or occupy him/herself with any distracting activity while attending to any person in the performance of his / her duties.

- Continuous Service Improvement: The Service Provider shall prepare and maintain a continuous service improvement plan for all services supplied to the Department. This shall include, but not be limited to:
  - Opportunities to reduce risk to the services;
  - Opportunities to reduce the cost of services to the Department;
  - Opportunities to improve service performance;
  - Opportunities to increase service availability;
  - Opportunities to motivate and reward good performance;
  - Updates on existing improvement projects;
  - Metrics on recently implemented improvement projects.
  - This plan must be compiled and presented to the Department within three (3) months of the commencement date of the Framework contract and must be updated and presented quarterly thereafter for the duration of the agreement.

1.8.2 Continuity of Service

The Service Provider must ensure that the specified number of Security Officers is always deployed at the Premises for the duration of the contracted shift periods. There must also be adequate supervisory services personnel, and if contacted this must be declared. At no point may a registered post be vacant or short-posted under any circumstance for the contracted shift period.

1.8.3 Security industry legislation

The Service Provider and its employees utilised for the execution of the Services in accordance with this Agreement, shall comply with the provisions of the PSIRA Act, PSIRA Regulations, the Code of Conduct, the Private Security Industry Levies Act, 2002 (Act 23 of 2002) and any other relevant laws.

1.8.4 Service Handbook

The Service Provider shall publish a service agreement or handbook that includes:

- Site induction and orientation
- Contact details for the Service Provider and the Purchaser's key persons;
- Details of the equipment and service provided;
- Details of the support provided;
- Details of complaints logging procedures for all services;
- Roles and Responsibilities;
- Details of the escalation procedure.
- The Service Handbook shall be updated following any major change or annually if no such changes have taken place.

1.8.5 Monitoring, Reporting and Inspections

- The Purchaser will have the right to test and inspect all equipment, services and material used on site without prior notice given to Service Provider. The inspections will be conducted in such manner so as not to interfere with the ability of the service provider to perform its obligations.
- The Service Provider shall complete and submit a Daily Report form to the Purchaser's Facilities Manager upon completion of each daily shift.
- The Service Provider is to provide a written Monthly Report which provides the information required by the Purchaser to assess the quality of the services provided and to determine the payment due for the services. As a minimum the Monthly Report shall include the following:
    - An overview of the key points from the Monthly Report. The outcomes of these reports will be fed to a larger performance history for the Service Provider which will inform their continued participation in the framework (or not). Poor performance will impact continued work order issuing for a particular Service Provider;
    - Details of performance against all contractual service levels;
    - Explanation of the reasons for any failure to achieve target performance levels, together with description of any steps being taken to avoid any problems recurring;
    - A summary of incidents in the reporting period, broken down by priority and type, and identifying any trends and preventative actions being taken;
    - A summary of capacity, fault, performance and any other relevant trends, together with recommendations as to any necessary actions to maintain or improve service levels;
    - Details of any proposed plans for planned enhancements or maintenance and the way in which any consequent service disruption will be minimized;
    - The Service Provider shall be proactive in reporting any matters, which it may become aware of which may impact on the security of the Premises. Without detracting from the generality of this statement, the Service Provider shall:
        - ✓ Without delay inform the Purchaser of all incidents or accidents which may occur on the Premises, which involve the Service Provider's personnel;

- ✓ Co-operate fully with the Purchaser in analysing and investigating such incidents or accidents.

- Any and all reports prepared during the term of this contract shall become the property of the Department.

1.8.6 Overtime

- Under the South African Private Security Sector regulations (which form part of the Basic Conditions of Employment Act, 1997) the maximum overtime allowed per 7-day week is clearly defined.
- Overtime Limits per 7-Day Week (Private Security Sector):
  - Maximum overtime per week: 10 hours of overtime in any 7-day week — unless there is a written agreement between employer and employee to increase it to 12 hours per week.
- Maximum overtime per day:
  - No more than 3 hours of overtime on any single day.
- Ordinary Hours vs Overtime:
  - A security officer's ordinary hours are capped at 48 hours per week.
  - Hours worked beyond 48 in the same 7-day period are overtime (and must be paid at an overtime rate).
  - Note: These limits apply whether it's shift work, day work, or work that spans more than 5 days — the "week" remains a 7-day week for the purpose of calculating overtime.
- Summary of Overtime Rules for Each Week:
  - 48 ordinary hours per week: max hours without overtime in a 7-day cycle.
  - 10 hours overtime per week: max overtime in a 7-day cycle.
  - Up to 12 hours/week with written agreement (only if both parties agree in writing).
  - 3 hours max overtime per day: Daily overtime cap within the same 7-day period.
  - Overtime pay at 1.5× normal rate, applies to all overtime hours.
  - it must also be pre-approved overtime between all contracted parties per work order.

1.8.7 Loss, damage and safekeeping of government property

- The Service Provider shall exercise every precaution to ensure that all government equipment and property entrusted to its care is secure and the possibility of loss, unauthorized use and damage is minimised.
- Excepting fair wear and tear, the Service Provider shall be responsible for any loss or damage to government equipment and property in its possession at all times. The Service Provider undertakes to replace such items in the event that equipment or property in its possession is damaged, destroyed, lost or stolen, irrespective of the cause of the damage, destruction or loss.
- The Purchaser in consultation with the Service Provider shall determine the replacement cost of government equipment and property which has been lost, stolen or damaged whilst in the care of the Service Provider, and to set off such costs from any payment due by the Purchaser to the Service Provider.

1.8.8 Government property found

- The Service Provider shall immediately return to the Authorised Office Representative any item of government property found or recovered by the Service Provider's staff in the course of their duties.

1.8.9 Liability

- The Service Provider is, at all times, responsible for the acts and omissions, including but not limited to, death, injury or assault of his employees when they render any service to the Purchaser in terms of the bid specification and conditions.

1.9 Additional conditions to the scope of work

1.9.1 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 Purchaser 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.

1.9.2 Confidentiality and data protection

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 of the Confidential Information of the Purchaser, government in any other sphere, or any government institution or organ of state.

1.9.2.1 For the purposes of this Agreement "Confidential Information" shall mean:

- any information disclosed, revealed or exchanged 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 to the Service Provider, the Purchaser's information, the content of all 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 Purchaser, government in any other sphere, or any other government institution or organ of state;
- any information of whatever nature, which has 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, clinical, personal, 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;
- 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;
- all information which a third party has in terms of any agreement made available to the Purchaser and which has become known to the Service Provider while discharging the duties required in relation to the Services; and
- any dispute between the Parties resulting from this Agreement.

1.9.2.2 The Service Provider shall:

- use the Confidential Information only for purposes of discharging its duties required by the Agreement;
- treat and safeguard the Confidential Information as private and confidential; and
- ensure proper and secure storage of all Confidential Information.

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

1.9.2.4 The Service Provider undertakes to comply with applicable laws and regulation on the protection of personal data to which it may have access in the framework of the performance of its obligations. To this end the Service Provider will implement technical and organisational measures to address risks of alteration, loss and unauthorised access or processing of such personal data.

1.9.2.5 The Service Provider undertakes to keep such personal data confidential. Such data will be used for the sole purpose of the rendering of the Services. Only the Service Provider's employees, its suppliers, agents or its affiliates, taking part in the performance of the obligations under this Agreement, may have access to such personal data on a need-to-know basis and in compliance with this confidentiality undertaking.

1.9.2.6 To assist with this obligation, the Purchaser shall make all reasonable endeavours to ensure that any data/images that it may provide to the Service Provider (or allow the Service Provider access to) are suitably anonymised for both the Supplier and Purchaser where necessary and appropriate with the aim to ensure that such data/images do not constitute 'personal data' as defined under applicable law including the Protection of Personal Information Act (POPIA), 4 of 2013.

1.9.2.7 In case of termination of this Agreement, the Service Provider will at its cost, destroy such personal data or return to the Purchaser any copies thereof, unless the Service Provider is authorised by the Purchaser to keep such information for specific purposes or unless the Service Provider is prevented to do so, for instance by law, in which event the data will be kept confidential and will not be processed for any purpose other than those necessary to comply with legal obligations and discard as per the POPI Act.

1.9.3 Intellectual property rights

- Nothing contained in this Agreement shall be construed to confer or be deemed to confer on either Party the Intellectual Property Rights of the other Party.
- Notwithstanding anything to the contrary contained herein, all rights, title, and interest worldwide, including all Intellectual Property Rights, relating to any item of Intellectual Property developed pursuant to or in connection with any component of the Services that is unique and exclusive to the Department (including, in particular, any documentation) shall vest exclusively in the Department.
- The Service Provider shall not publish its rendering of the Services for marketing and advertising purposes without the prior written consent of the Department.

1.9.4 Warranty

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

1.9.5 Accounts and records

1.9.5.1 The Service Provider's invoice

The Service Provider submits original valid tax invoices satisfying the requirements of the Scope of Goods and Services within ten (10) calendar days after each calendar month-end. Where the Service Provider does not submit the tax invoices within the time required, the period within which payment is made and the time allowed are extended by the length of time from the date that the Service Provider should have submitted the tax invoices to the date that the tax invoices are submitted.

1.9.5.2 Final account (statement) and final payment at the conclusion of a Work Order

The Service Provider cooperates with the Purchaser in the preparation of the final account by timeously supplying all relevant documents on request, upon the Work Order conclusion date:

- The Purchaser submits the final account to the Service Provider within 2 (two) weeks;
- The Service Provider gives written acceptance of the final account within 2 (two) weeks of receipt thereof. On acceptance the Purchaser issues the final statement within 2 (two) weeks of the date of acceptance to the Service Provider;
- If the Service Provider disputes the correctness of the final statement and such dispute is not resolved within the 2 (two) week period (or such an extended period as the Purchaser may allow on a request from the Service Provider), the final statement in terms of the conclusion of the Work Order is issued by the Purchaser within 1 (one) week of the end of such period;

- The amount authorised in the final statement separately includes the gross amount calculated for the final account and the amounts previously paid during the execution of the service;
- The Purchaser pays to the Service Provider the amount authorised for payment in the final statement within 4 (four) weeks of the date of issue of the final statement, subject to the Service Provider giving the Purchaser a tax invoice for the amount due;
- Where the final statement reflects an amount in favour of the Purchaser, the Service Provider pays the amount within 4 (four) weeks of the date of issue of the final statement, subject to the Purchaser giving the Service Provider a tax invoice for the amount due.

1.9.6 Breach

1.9.6.1 If either of the Parties commits a breach of any provision of this Agreement, the other Party may call in writing on the Party in breach to remedy the breach within a period which, if the breach consists of the non-payment of money due, will not be less than 10 (ten) Business Days, and if the breach is of any other nature will be not less than 30 (thirty) Calendar Days.

1.9.6.2 Notwithstanding the above, the Purchaser reserves the right to impose penalties or claim damages in lieu of penalties, as contemplated in clause 1.9.7 below, read with clause 22 of the GCC due to late performance or non-delivery of the Services.

1.9.6.3 Notwithstanding the provisions of clause 1.9.6.1 and 1.9.6.2 above, the Purchaser 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.

1.9.7 Penalties

- Where the Service Provider fails to render the Services in terms of this Agreement, penalties for the failure will be calculated as set out in the service standards as specified in section 3 of the Scope of Goods and Services.
- In the event of a transgression being for part of a shift, it will be considered as a transgression for a full shift.
- Penalties levied against the Service Provider shall be determined with reference to the total monthly contract price as set out in a Work Order issued for the Service.

1.9.8 Public liability insurance

- The Bidders shall obtain public liability insurance to the value of R10 000 000 (ten million Rand) (as stated in the Contract Data), which is to the satisfaction of the Purchaser, at its own cost commensurate with the risks to which the employees and agents of the Purchaser and third parties will be exposed to in the execution of the contract. The insurance shall include liabilities such as General, Pollution, Employers, Errors and Omissions, Products, Property Owners, Documents, Defective Workmanship, Legal Defence Cost, Care, Custody and Control, Death, Injury and Assault.
- The public liability insurance shall make provision for all vicarious losses for which the Service Provider or its staff may be responsible.
- It is a condition of this bid that each Bidder must submit with its bid documents proof of its public liability insurance before an award can be made to it.
- Any non-adherence to this condition of proof or the failure to make regular payments of premiums, resulting in the policy lapsing will render any agreement between the Bidder and the Department null and void and the Bidder will be liable for any loss that the Department may suffer due to its non-compliance of this clause.
- The Service Provider shall at the commencement of the SLA and thereafter on a quarterly basis, submit to the Department proof of the validity and continuance of its public liability insurance policy.
- The Service Provider is at all times responsible for preventing vandalism of all assets such as taps, copper pipes, toilet seats and cisterns and such losses will be recovered from the Service Provider.
- No bid submitted without proof of valid and existing public liability insurance cover shall be considered.

1.9.9 Waiver

- 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.
- 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.
- 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.

1.9.10 Severability

If 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.

1.9.11 Indemnity

The Service Provider specifically indemnifies the Purchaser 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 Purchaser and where the cause of such claim can be directly or indirectly attributed to the rendering of the Services by the Service Provider.

1.10 Minimum requirements for submitting a bid for the various security Service Categories

1.10.1 Bidding for more than one Service Category, in more than one geographic location

Bidders who have the capacity and capability, can choose to bid for more than one security Service Category, in more than one geographical area, as demarcated by the various District Municipal and Local Municipal boundaries of the Western Cape Province. This Framework bid document enables bidders to do so, all within this same bid document. **Bidders MUST NOT submit more than one bid document when bidding for multiple Service Categories and/or geographical areas, as doing so will invalidate the bid and disqualify the bidder's submission**.

Maps of the Western Cape provincial boundaries and subdivisions into District Muncipalities (Map 1) and Local Municipalities (Map 2), are included in the Appendix to this document as Annexures B and C respectively.

1.10.2 Minimum requirements for Service Elements in each Service Category

(a) Service Category A: Standard Physical Guarding

For this Framework Contract, Standard Physical Guarding will comprise, as a minimum, the following Service Elements which are considered the core of the Service Category and without which the Service will be incomplete in terms of the required deliverables of any Work Order:

- Physical Guarding Control Room operation (ORA Ref A.1)
- Physical security officers (ORA Ref A.6)
- Security Vehicles (ORA Ref A.7)

The following optional Service Elements may, in addition, form part of the requirements stated in a Work Order for Standard Physical Guarding, and when so required, will limit the choice of Service Providers approached for a Purchase Order quotation only to those who are able to provide those Service Elements in addition to the Core Service:

- K9 Guarding (ORA Ref A.4)

(b) Service Category B: Special Tactical Guarding

For this Framework Contract, Special Tactical Guarding will comprise, as a minimum, the following Service Elements which are considered the core of the Service Category and without which the Service will be incomplete in terms of the required deliverables of any Work Order:

- CCTV Control Room operation (ORA Ref A.8)

- Armed Guarding (ORA Ref A.3)
- Physical security officers (ORA Ref A.6)
- Special Tactical Vehicles (ORA Ref A.9)

The following optional Service Elements may, in addition, form part of the requirements stated in a Work Order for Special Tactical Guarding, and when so required, will limit the choice of Service Providers approached for a Purchase Order quotation only to those who are able to provide those Service Elements in addition to the Core Service:

- Drones (ORA Ref A.2)
- K9 Guarding (ORA Ref A.4)

(c) Service Category C: Special Events Management

For this Framework Contract, Special Events Management will comprise, as a minimum, the following Service Elements which are considered the core of the Service Category and without which the Service will be incomplete in terms of the required deliverables of any Work Order:

- Physical Guarding Control Room operation (ORA Ref A.1)
- Special Events Security Management (ORA Ref A.5)
- Physical security officers (ORA Ref A.6)
- Armed Guarding (ORA Ref A.3)
- Security Vehicles (ORA Ref A.7)

The following optional Service Elements may, in addition, form part of the requirements stated in a Work Order for Special Events Management, and when so required, will limit the choice of Service Providers approached for a Purchase Order quotation only to those who are able to provide those Service Elements in addition to the Core Service:

- Drones (ORA Ref A.2)
- K9 Guarding (ORA Ref A.4)

(d) Service Category D: Armed Response

For this Framework Contract, Armed Response will comprise, as a minimum, the following Service Elements which are considered the core of the Service Category and without which the Service will be incomplete in terms of the required deliverables of any Work Order:

- CCTV Control Room operation (ORA Ref A.8)
- Armed Guarding (ORA Ref A.1)
- Physical security officers (ORA Ref A.6)
- Armed Response Vehicles (ORA Ref A.10)

The following optional Service Elements may, in addition, form part of the requirements stated in a Work Order for Armed Response, and when so required, will limit the choice of Service Providers approached for a Purchase Order quotation only to those who are able to provide those Service Elements in addition to the Core Service:

- Drones (ORA Ref A.2)
- K9 Guarding (ORA Ref A.3)
- Alarm Installations (ORA Ref A.11)

The Pricing Schedule for this contract has been comprehensively tailored to enable all bidders which have the capability and capacity to render the core service for each Service Category to be able to do so without obligation to provide any optional Service Elements. As pointed out above, however, if Work Order requirements dictate the inclusion of additional optional Service elements for any particular Service Category, Service Providers without the capacity/capability for same will be at a distinct disadvantage for selection from the Framework for such a Work Order, during the Framework Service Period.

WESTERN CAPE GOVERNMENT

MOBILITY DEPARTMENT

WESTERN CAPE MOBILITY DEPARTMENT (WCMD): ALL REGIONS: PROVISIONING OF SECURITY SERVICES: 3 YEAR FRAMEWORK CONTRACT

Scope of Goods and Services

2. List of drawings, schematics & annexures

The Goods and Services are to be provided in accordance with the following design drawings, schematic representations and annexures which form part of this contract. The list below indicates which items are included in the Appendix to this document, and which are issued separately due to size or other considerations. It is the responsibility of tenderers to ensure they have obtained and considered all the listed items for preparing their bid, which is the assumption when bids are evaluated.

Identification	Size	Description	Included in Appendix
Annexure A	A4	Operational Risk Assessment Questionnaire, 32 pages	Yes
Annexure B	A3	Map 1: Western Cape District Municipalities, 1 page	Yes
Annexure C	A3	Map 2: Western Cape Local Municipalities, 1 page	Yes

WESTERN CAPE GOVERNMENT

MOBILITY DEPARTMENT

WESTERN CAPE MOBILITY DEPARTMENT (WCMD): ALL REGIONS: PROVISIONING OF SECURITY SERVICES: 3 YEAR FRAMEWORK CONTRACT

Scope of Goods and Services

3. Specifications, standards and workmanship

The Goods and Services are to be provided subject to these specifications, standards and workmanship requirements. Please note that compliance with all these specifications and standards, including requirements in terms of qualifications, accreditation (where applicable) and work experience of both the tendering entity and its key people will be material in the Purchaser's risk assessment for awarding this contract.

Standard Specifications

Where reference is made to the standard specifications in this contract, it means the latest edition of the documents which apply to the specific discipline involved in the supply, as referenced under any of the headings below. The standard specifications may, due to their generality and completeness, also cover items not applicable to this particular contract.

Project specifications

Project specifications include amendments to the standard specifications as well as supplemental specifications applicable to work items not covered by the standard specifications. Project specifications, where applicable, may be found throughout the Scope of Goods and Services of this document, including drawings. The Price Schedule may also contain references to standard specifications as well as project specifications, for clarification in terms of pricing for certain items, where applicable.

In the event of any discrepancy between the project specifications and a part of the standard specifications found in the Scope of Goods and Services of this document, the project specifications take precedence.

Accreditation, qualifications and work experience

Minimum requirements for work experience, qualifications and accreditation (where applicable) as well as minimum personnel are as stated in this section. The tenderer must supply the relevant information in regard to accreditations, qualifications and work experience for both the enterprise and key people who will be working on this contract on the appropriate returnable schedule in the Scope of Goods and Services, if applicable.

3.1 WCG Department of Police Oversight and Community Safety (POCS) Security Risk Management Unit (SRM) Service Standards

The following service standards are mandated by the WGC Department of Police Oversight and Community Safety's (POCS) Security Risk Management (SRM) unit, and will apply to all aspects of the security services provided by Service Providers under this Framework Contract. The following tables 3.1.1 through 3.1.9 provide details of these minimum service standards as they apply to each security Service Category and -Element, and also details the metrics by which the service will be measured, and penalties payable by the Service Provider in the event of failure to meet these service standards. Further information regarding penalties and failure to meet service standards are given in 3.2 below.

Please note that the service standards for each service category have to be read holistically, i.e. where instruction for Standard Physical Guarding is issued, there may be other components of the service (Service Elements) residing across multiple tables in these service standards. For example, in the case of Standard Physical Guarding, there will also be standards for the associated control room and operations, which will be applicable.

3.1.1 POCS SRM Service Standards: Applicable to ALL Service Categories

Table 3.1.1 lists the general service standards applicable to ALL Service Categories instructed to be performed by the Service Provider, irrespective of the specific security service involved. Subsequent service standard tables detail additional minimum requirements specific to each Service Category.

Table 3.1.1

POCS SRM Service Standards - All Security Service Categories				
Major Service	**Service Area**	**Performance Standards**	**Metric**	**Penalty**
All Security Service Providers Responsibility	Compliance Management	No unauthorised staff, contractors or visitors found on the site. Only authorised staff members, visitors, contractors allowed to have access to the building.	Unauthorised staff, contractors or visitors found on the site during random checks. Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person	1% of the applicable daily/ weekly/ monthly total call-off order value-registered against applicable site or service, and immediate removal of transgressing officer(s) from site
All Security Service Providers Responsibility	Compliance Management	No unauthorised and non-escorted delivery vehicles on premises. Only authorised staff, delivery vehicles and contractors admitted into the building and allowed in the parking facilities.	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person	1% of the applicable daily/ weekly/ monthly total call-off order value-registered against applicable site or service, and immediate removal of transgressing officer(s) from site
All Security Service Providers Responsibility	Compliance Management	Exclude any person attempting to enter without a valid credential or reason	Monthly reports unauthorised persons on site. Authorisation from authorised officials. Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person	1% of the applicable daily/ weekly/ monthly total call-off order value-registered against applicable site or service, and immediate removal of transgressing officer(s) from site
All Security Service Providers Responsibility	Compliance Management	No removal of Western Cape Government's property and / or staff property without proper authorisation.	Reports received from staff members. Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person	1% of the applicable daily/ weekly/ monthly total call-off order value-registered against applicable site or service, and immediate removal of transgressing officer(s) from site
All Security Service Providers Responsibility	Compliance Management	Only authorised staff, delivery vehicles and contractors admitted into the building and allowed in the parking facilities.	Audit conducted by the Purchaser. Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person	1% of the applicable daily/ weekly/ monthly total call-off order value-registered against applicable site or service, and immediate removal of transgressing officer(s) from site
All Security Service Providers Responsibility	Compliance Management	All incidents to be reported within 5 minutes to Control Room	Printout of the monthly report control sheet. Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person	1% of the applicable daily/ weekly/ monthly total call-off order value-registered against applicable site or service
All Security Service Providers Responsibility	Compliance Management	All incidents to be reported to the applicable security manager, in writing within 7 hours after each incident.	Reports from staff members / Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person	1% of the applicable daily/ weekly/ monthly total call-off order value-registered against applicable site or service

POCS SRM Service Standards - All Security Service Categories				
Major Service	**Service Area**	**Performance Standards**	**Metric**	**Penalty**
All Security Service Providers Responsibility	Compliance Management	Ensure sufficient relievers are available to ensure an uninterrupted service at all times	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable daily/ weekly/ monthly total call-off order value-registered against applicable site or service
All Security Service Providers Responsibility	Compliance Management	Ensure that site supervisor visits all the premises a minimum of three times per shift or as mutually agreed by in the ORS at call-off stage.	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable daily/ weekly/ monthly total call-off order value-registered against applicable site or service
All Security Service Providers Responsibility	Compliance Management	Ensure that no self-posting takes place.	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable daily/ weekly/ monthly total call-off order value-registered against applicable site or service
All Security Service Providers Responsibility	Compliance Management	Ensure that the correct number of Security Officers on site and ready to perform their duties least fifteen (15) minutes before a shift commences.	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable daily/ weekly/ monthly total call-off order value-registered against applicable site or service
All Security Service Providers Responsibility	Compliance Management	Ensure that no posts are left unattended and / or that security officers do not leave a post vacant at the conclusion of their shifts, until such a time that they are relieved.	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable daily/ weekly/ monthly total call-off order value-registered against applicable site or service
All Security Service Providers Responsibility	Compliance Management	Ensure that security officers do not report for duty or enter a building in the Site if they are not registered with PSIRA, or if their registration is withdrawn or suspended by PSIRA, or if they do not display either their PSIRA and/or the Service Provider's corporate photo identification badges	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable daily/ weekly/ monthly total call-off order value-registered against applicable site or service
All Security Service Providers Responsibility	Compliance Management	Inform the Purchaser immediately in writing if any Security Officer is found guilty of improper conduct as contemplated in the code of conduct for security providers	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable daily/ weekly/ monthly total call-off order value-registered against applicable site or service
All Security Service Providers Responsibility	Compliance Management	Ensure that all security officers are dressed in accordance with the service provider's corporate uniform and dress standards, which should include the prohibition of extravagant jewellery and accessories.	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable daily/ weekly/ monthly total call-off order value-registered against applicable site or service
All Security Service Providers Responsibility	Compliance Management	Ensure that all security officers are equipped with the necessary service aids, i.e. baton, handcuffs, pocket book, pen, torch and communication device.	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable daily/ weekly/ monthly total call-off order value-registered against applicable site or service

POCS SRM Service Standards - All Security Service Categories				
Major Service	**Service Area**	**Performance Standards**	**Metric**	**Penalty**
All Security Service Providers Responsibility	Compliance Management	Ensure that all necessary equipment, services or material as required are kept in the condition as required by law, regulations and procedures and readily available for the Purchaser to inspect and test without prior notice	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable daily/ weekly/ monthly total call-off order value-registered against applicable site or service
All Security Service Providers Responsibility	Compliance Management	In the provision of the Services, have due regard to the operational requirements of the parties occupying or operating from the premises and security officers shall not do, or permit to be done, anything which may negatively impact on such parties' operational requirements	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable daily/ weekly/ monthly total call-off order value-registered against applicable site or service
All Security Service Providers Responsibility	Compliance Management	Ensure that the security officers shall at all times comply fully with any safety, fire, emergency and security procedures and policies applicable at the premises	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable daily/ weekly/ monthly total call-off order value-registered against applicable site or service
All Security Service Providers Responsibility	Compliance Management	Ensure that the security officers who fail to comply with the procedures or policies contained herein are appropriately disciplined and, if required by the Purchaser, replaced without delay and the Purchaser shall be entitled to deny such person access to the relevant premises	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable daily/ weekly/ monthly total call-off order value-registered against applicable site or service
All Security Service Providers Responsibility	Compliance Management	Ensure that the specified number of security officers is always deployed at the premises for the duration of the contracted shift periods. At no time may a registered post be vacant or short-posted.	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable daily/ weekly/ monthly total call-off order value-registered against applicable site or service
All Security Service Providers Responsibility	Compliance Management	Ensure that security officers that must be replaced, are being replaced within 2 (two) hours of request	Inspection of daily posting sheet / As reported by WCG staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable daily/ weekly/ monthly total call-off order value registered against applicable site or service
All Security Service Providers Responsibility	Compliance Management	Ensure that security officers do not perform more than 12 (twelve) hours of work per day and accordingly may not work double shifts.	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable daily/ weekly/ monthly total call-off order value-registered against applicable site or service
All Security Service Providers Responsibility	Compliance Management	Ensure that security officers standing by from the last shift, is relieved within 2 (two) hours after their shift ended	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable daily/ weekly/ monthly total call-off order value-registered against applicable site or service

POCS SRM Service Standards - All Security Service Categories				
Major Service	**Service Area**	**Performance Standards**	**Metric**	**Penalty**
All Security Service Providers Responsibility	Compliance Management	The service provider must ensure patrolling of the Purchaser buildings, site, parking area or site perimeter is performed in accordance with the prescripts outlined in the site specific standard operating procedure (SOP) or where the SOP does not provide prescripts in relation to patrols, the service provider must ensure the Purchaser building, Site, parking area or perimeter is patrolled at least once every 30 minutes or as mutually agreed by in the ORA at call-off stage.	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable daily/ weekly/ monthly total call-off order value-registered against applicable site or service
All Security Service Providers Responsibility	Compliance Management	At Purchaser sites where electronic patrol management equipment is installed, the service provider is required to submit reports of badging at these electronic points on a weekly basis to the appointed Purchaser Security Operational Manager/Facility Manager.	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable daily/ weekly/ monthly total call-off order value-registered against applicable site or service
All Security Service Providers Responsibility	Compliance Management	Submit daily deployment sheet to the applicable facility / contract manager within one (1) hour of commencement of duty.	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable daily/ weekly/ monthly total call-off order value-registered against applicable site or service
All Security Service Providers Responsibility	Compliance Management	Complete and submit a monthly operational report to the applicable Purchaser security manager.	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable daily/ weekly/ monthly total call-off order value-registered against applicable site or service
All Security Service Providers Responsibility	Compliance Management	Attend operational meetings as schedules by the Purchaser	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable daily/ weekly/ monthly total call-off order value-registered against applicable site or service
All Security Service Providers Responsibility	Compliance Management	Possess a minimum PSIRA grade C qualification	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable daily/ weekly/ monthly total call-off order value-registered against applicable site or service
All Security Service Providers Responsibility	Compliance Management	Be a SA Citizen	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable daily/ weekly/ monthly total call-off order value-registered against applicable site or service

POCS SRM Service Standards - All Security Service Categories				
Major Service	**Service Area**	**Performance Standards**	**Metric**	**Penalty**
All Security Service Providers Responsibility	Compliance Management	Be able to work independently	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable daily/ weekly/ monthly total call-off order value-registered against applicable site or service
All Security Service Providers Responsibility	Compliance Management	Be able to communicate in two of the three official languages of the Western Cape and be able to read and write in English;	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable daily/ weekly/ monthly total call-off order value-registered against applicable site or service
All Security Service Providers Responsibility	Compliance Management	Be physically fit	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable daily/ weekly/ monthly total call-off order value-registered against applicable site or service
All Security Service Providers Responsibility	Compliance Management	Be assertive enough to enforce security measures as required	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable daily/ weekly/ monthly total call-off order value-registered against applicable site or service
All Security Service Providers Responsibility	Compliance Management	Be trained in professional conduct, including difficult and conflict situations. This includes training in operating a fire detection services like fire panel and fire equipment,	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable daily/ weekly/ monthly total call-off order value-registered against applicable site or service
All Security Service Providers Responsibility	Compliance Management	Be presentable, clean, and neat and portray a professional image at all times whilst conducting their duties in a professional manner	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable daily/ weekly/ monthly total call-off order value-registered against applicable site or service
All Security Service Providers Responsibility	Compliance Management	Be alert, vigilant and professional in their approach and actions.	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable daily/ weekly/ monthly total call-off order value-registered against applicable site or service
All Security Service Providers Responsibility	Compliance Management	Guard against the unnecessary use of personal communication devices and / or reading material which will distract the security officer from performing in accordance with the agreement or as mutually agreed at call-off stage.	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable daily/ weekly/ monthly total call-off order value-registered against applicable site or service
All Security Service Providers Responsibility	Compliance Management	To ensure that all services are conducted in compliance with relevant legislation	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable daily/ weekly/ monthly total call-off order value-registered against applicable site or service

POCS SRM Service Standards - All Security Service Categories				
Major Service	**Service Area**	**Performance Standards**	**Metric**	**Penalty**
All Security Service Providers Responsibility	Compliance Management	To ensure all security officers posted are properly trained to perform the security function and were properly inducted	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable daily/ weekly/ monthly total call-off order value-registered against applicable site or service
All Security Service Providers Responsibility		Ensure all security officers posted are computer literate to operate computer equipment, electronic devices and fire detection and evacuation systems	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable daily/ weekly/ monthly total call-off order value-registered against applicable site or service

3.1.2 POCS SRM Service Standards: Applicable specifically to CCTV Control Room and Operations

Table 3.1.2 lists the service standards specifically applicable to CCTV Control Room and Operations, which will apply IN ADDITION TO the service standards listed in 3.1.1 above.

Table 3.1.2

POCS SRM Service Standards – CCTV Control Room and Operations				
Major Service	**Service Area**	**Performance Standards**	**Metric**	**Penalty**
CCTV Control room and Physical Control Room Operators	Compliance Management	Ensure that a supervisor is available in the Control Room (Own or Client) during all high profile and adverse events	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service
CCTV Control room and Physical Control Room Operators	Compliance Management	Ensure 24-hour monitoring of all Purchaser sites, as stipulated in work order.	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service
CCTV Control room and Physical Control Room Operators	Compliance Management	Ensure that all posted Control Room officers have a minimum PSIRA Grade C registration	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service
CCTV Control room and Physical Control Room Operators	Compliance Management	Ensure that all posted Control Room officers are trained and qualified as Control Room operators	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service
CCTV Control room and Physical Control Room Operators	Compliance Management	Ensure that all alarms and adverse events at Purchaser premises are responded to by Control Room Operator(s) within 5 minutes of activation. This includes normal building, panic, fire and emergency alarms.	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service
CCTV Control room and Physical Control Room Operators	Compliance Management	Ensure that Control Room is manned 24 hours, 7 days a week, 365 days a year	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service

POCS SRM Service Standards – CCTV Control Room and Operations				
Major Service	**Service Area**	**Performance Standards**	**Metric**	**Penalty**
CCTV Control room and Physical Control Room Operators	Compliance Management	Ensure all Purchaser equipment and other property within the Control Room remains functional and in good working order.	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service
CCTV Control room and Physical Control Room Operators	Compliance Management	Report all defects of Purchaser equipment and other property in the Control Room to the Deputy Director: Provincial Security Operations	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service
CCTV Control room and Physical Control Room Operators	Compliance Management	Ensure that weekly reports are submitted to the applicable Purchaser Security Manager	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service
CCTV Control room and Physical Control Room Operators	Compliance Management	Inform the Purchaser immediately in writing if any Security Officer is found guilty of improper conduct as contemplated in the code of conduct for security providers	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service
CCTV Control room and Physical Control Room Operators	Compliance Management	Attend meetings with the Purchaser as requested	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service
CCTV Control room and Physical Control Room Operators	Compliance Management	Complete and submit a monthly operational report to the applicable Purchaser security manager	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service
CCTV Control room and Physical Control Room Operators	Compliance Management	Ensure that controllers do not perform more than 12 (twelve) hours of work per day and accordingly may not work double shifts.	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service
CCTV Control room and Physical Control Room Operators	Compliance Management	Ensure that controllers are able to communicate in two of the three official languages of the Western Cape and be able to read and write in English.	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service

3.1.3 POCS SRM Service Standards: Applicable specifically to Armed Response

Table 3.1.3 lists the service standards specifically applicable to Armed Response, which will apply IN ADDITION TO the service standards listed in 3.1.1 above.

Table 3.1.3

POCS SRM Service Standards – Armed Response				
Major Service	**Service Area**	**Performance Standards**	**Metric**	**Penalty**
Armed Response	Compliance Management	Ensure no firearms are unnecessarily exposed by the armed response officer	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service
Armed Response	Compliance Management	Ensure records are kept for all patrols performed per shift	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service
Armed Response	Compliance Management	Submit electronic copy of each patrolling shift within 2 hours after each shift	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service
Armed Response	Compliance Management	Ensure all vehicles used for Armed response and monitoring are in working condition	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service
Armed Response	Compliance Management	Ensure the number of vehicles as specified for Armed response and monitoring are always available per shift	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service
Armed Response	Compliance Management	Ensure the drivers of the Armed response or monitoring vehicle are duly registered with PSIRA, suitably trained to carry a firearm	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service
Armed Response	Compliance Management	Ensure that all firearms are issued as per applicable legislation	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service
Armed Response	Compliance Management	Ensure that a supervisor is available in the Control Room (Own or Client) during all high profile and adverse events	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service
Armed Response	Compliance Management	Ensure 24-hour monitoring of all Purchaser sites, as stipulated in work/purchase order.	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service

POCS SRM Service Standards – Armed Response				
Major Service	**Service Area**	**Performance Standards**	**Metric**	**Penalty**
Armed Response	Compliance Management	Ensure that all posted Control Room officers have a minimum PSIRA Grade C registration	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service
Armed Response	Compliance Management	Ensure that all posted Control Room officers are trained and qualified as Control Room operators	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service
Armed Response	Compliance Management	Ensure that all alarms and adverse events at Purchaser premises are responded to by Control Room Operator(s) within 2 minutes of activation. This includes normal building, panic, fire and emergency alarms.	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service
Armed Response	Compliance Management	Ensure that Control Room is manned 24 hours, 7 days a week, 365 days a year	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service
Armed Response	Compliance Management	Ensure all equipment and other property within the Control Room remains functional and in good working order.	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service
Armed Response	Compliance Management	Report all defects of Purchaser equipment and other property in the Control Room to the Deputy Director: Provincial Security Operations	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service
Armed Response	Compliance Management	Ensure that weekly reports are submitted to the applicable Purchaser Security Manager	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service
Armed Response	Compliance Management	Inform the Purchaser immediately in writing if any Security Officer is found guilty of improper conduct as contemplated in the code of conduct for security providers	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service
Armed Response	Compliance Management	Attend meetings with the Purchaser as requested	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service

POCS SRM Service Standards – Armed Response				
Major Service	**Service Area**	**Performance Standards**	**Metric**	**Penalty**
Armed Response	Compliance Management	Complete and submit a monthly operational report to the applicable Purchaser security manager	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service
Armed Response	Compliance Management	Ensure that controllers do not perform more than 12 (twelve) hours of work per day and accordingly may not work double shifts.	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service
Armed Response	Compliance Management	Ensure that controllers are able to communicate in two of the three official languages of the Western Cape and be able to read and write in English.	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service

3.1.4 POCS SRM Service Standards: Applicable specifically to K9 Guarding

K9 handlers must be SASSETA accredited and trained according to the following Unit Standards:

- **Unit Standard 243188 (DH1):** Care for a Service Dog.
- **Unit Standard 243196 (DH2):** Supervise kennel practices
- **Unit Standard 243190 (DH3):** Handle a Trained Service Dog to Deter Crime.
- **Unit Standard 120463 (DH4):** Handle a Patrol Dog to Assist in Searching for and Apprehending a Suspect.

Table 3.1.4 lists the service standards specifically applicable to guarding utilising security dogs, (K9 guarding), which will apply IN ADDITION TO the service standards listed in 3.1.1 above.

Table 3.1.4

POCS SRM Service Standards – K9				
Major Service	**Service Area**	**Performance Standards**	**Metric**	**Penalty**
K9	Compliance Management	Ensure all dogs are handled with a DH trained handler for the service required	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service
K9	Compliance Management	Ensure that all K9's are kept on a standard slip chain and leash plus a hand loop attached to the end and a bridle snap or similar attached to the other end.	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service
K9	Compliance Management	Ensure dogs are well fed with water throughout their deployment	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service
K9	Compliance Management	Ensure the deployment of K9 does not happen for periods exceeding 12 hours	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service

POCS SRM Service Standards – K9				
Major Service	**Service Area**	**Performance Standards**	**Metric**	**Penalty**
K9	Compliance Management	Ensure proper rest period of 12 hours after K9 deployment	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service
K9	Compliance Management	Ensure K9 are employed no more than 5 days continuously	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service
K9	Compliance Management	Ensure a rest period of a minimum of 1 day (24-36 hours) every 5 days for K9	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service
K9	Compliance Management	Keep record of daily K9 exercise - Minimum 1 hour	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service
K9	Compliance Management	Keep record of K9 time spent in exercise area	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service
K9	Compliance Management	Ensure that all K9 are well trained, healthy and properly cared for through veterinary treatment. Where a K9 falls ill or gets injured during a shift, the K9 must be replaced within 2 hours.	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service
K9	Compliance Management	Ensure the vehicles and / or trailers used for K9 transportation are marked, equipped and designed as per applicable legislation to ensure the safety of the K9 during transport	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service

3.1.5 POCS SRM Service Standards: Applicable specifically to Drones

Table 3.1.5 lists the service standards specifically applicable to guarding utilising drones, which will apply IN ADDITION TO the service standards listed in 3.1.1 above.

Table 3.1.5

POCS SRM Service Standards - Drones				
Major Service	**Service Area**	**Performance Standards**	**Metric**	**Penalty**
Drones	Compliance Management	Ensure drone operators are duly licensed and possess the required certificates. (Requirements: Remote Pilot license, Air Service license, Remote Operators Certificate)	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service

POCS SRM Service Standards - Drones				
Major Service	**Service Area**	**Performance Standards**	**Metric**	**Penalty**
Drones	Compliance Management	Submit electronic copy of each patrolling shift within 2 hours after each shift	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service
Drones	Compliance Management	Ensure all drones used for monitoring are in working condition	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service
Drones	Compliance Management	Ensure the number of drones as specified for monitoring are always available per shift	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service
Drones	Compliance Management	Ensure the drone(s) used can provide night patrolling, and have night vison or thermal camera	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service

3.1.6 POCS SRM Service Standards: Applicable specifically to Special Tactical services

Table 3.1.6 lists the service standards specifically applicable to Special Tactical services, which will apply IN ADDITION TO the service standards listed in 3.1.1 above.

Table 3.1.6

POCS SRM Service Standards – Special Tactical				
Major Service	**Service Area**	**Performance Standards**	**Metric**	**Penalty**
Special Tactical	Compliance Management	Ensure no firearms are unnecessarily exposed by the special tactical officer	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service
Special Tactical	Compliance Management	Ensure records are kept for all patrols performed per shift	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service
Special Tactical	Compliance Management	Submit electronic copy of each patrolling shift within 2 hours after each shift	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service
Special Tactical	Compliance Management	Ensure all vehicles used for special tactical deployment are in working condition	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service

POCS SRM Service Standards – Special Tactical				
Major Service	**Service Area**	**Performance Standards**	**Metric**	**Penalty**
Special Tactical	Compliance Management	Ensure the number of vehicles as specified for special tactical deployment are always available per shift	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service
Special Tactical	Compliance Management	Ensure the drivers of the special tactical vehicle are duly registered with PSIRA, suitably trained to carry a firearm	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service
Special Tactical	Compliance Management	Ensure that all firearms are issued as per applicable legislation	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service

3.1.7 POCS SRM Service Standards: Applicable specifically to Special Events security services

Table 3.1.7 lists the service standards specifically applicable to Special Events security services, which will apply IN ADDITION TO the service standards listed in 3.1.1 above.

Table 3.1.7

POCS SRM Service Standards – Special Events				
Major Service	**Service Area**	**Performance Standards**	**Metric**	**Penalty**
Special events	Compliance Management	Ensure the security officers posted to perform a special tactical service are duly registered with PSIRA and trained in the special event they are being used	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service
Special events	Compliance Management	Ensure all stewards used for a special event have been exempted by the Minister of Police from the registration requirement as per section 20(5) of the PSIR Act	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service

3.1.8 POCS SRM Service Standards: Applicable specifically to Alarm Installations

Table 3.1.8 lists the service standards specifically applicable to Alarm Installations.

Table 3.1.8

POCS SRM Service Standards – Alarm Installations				
Major Service	**Service Area**	**Performance Standards**	**Metric**	**Penalty**
Alarm Installations	Compliance Management	Ensure all technicians attending to alarm installations are registered with PSIRA and formally trained to perform alarm installations	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service
Alarm Installations	Compliance Management	Ensure all alarm installations are done as per applicable standard (like SAIDSA Bylaw 5), linked to the identified control room and in working order	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service

POCS SRM Service Standards – Alarm Installations				
Major Service	**Service Area**	**Performance Standards**	**Metric**	**Penalty**
Alarm Installations	Compliance Management	Ensure technicians attend to any call outs for faulty functioning within the agreed time as per ORS	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service
Alarm Installations	Compliance Management	Ensure to always have a dedicated vehicle available for the technicians for alarm installations	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service

3.1.9 POCS SRM Critical Service Standards: Applicable to ALL service categories

Table 3.1.9 lists the CRITICAL service standards identified for all security service categories, whereby in addition to the penalty, the listed deviations will be regarded as extremely serious and may, at the discretion of the Purchaser, be regarded as sufficient reason to request the Service Provider to remove the transgressing security officer (s), dog handlers, drivers of any vehicle, technician, drone operators, etc, permanently from the premises and duty to any security service for the Purchaser. In addition, failure to comply with these critical service standards may, depending on the severity of the transgression, result in cancellation of the security Work Order in its entirety, and in addition, removal of the Service Provider from this Framework Contract altogether.

Table 3.1.9

POCS SRM Critical Service Standards - All Security Service Categories				
Major Service	**Service Area**	**Performance Standards**	**Metric**	**Penalty**
Service Provider's Responsibility	Compliance Management	No absence from the premises without proper notification;	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service
Service Provider's Responsibility	Compliance Management	Not accepting any gifts or bribes while on duty;	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service and referral for criminal investigation and potential contract termination
Service Provider's Responsibility	Compliance Management	No inappropriate or illegal use of equipment issued or being used by the security officer.	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service and referral for criminal investigation and potential contract termination
Service Provider's Responsibility	Compliance Management	No drinking intoxicating liquor or using intoxicating substances while on duty. No reporting for duty in an intoxicated condition.	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service

POCS SRM Critical Service Standards - All Security Service Categories				
Major Service	**Service Area**	**Performance Standards**	**Metric**	**Penalty**
Service Provider's Responsibility	Compliance Management	Do not enable any person to remove stolen property from the premises;	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service and referral for criminal investigation and potential contract termination
Service Provider's Responsibility	Compliance Management	No False or incomplete reporting in for example the Occurrence book or Control Room	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service and referral for criminal investigation and potential contract termination
Service Provider's Responsibility	Compliance Management	Must not be negligent in the application of their responsibilities;	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service and referral for criminal investigation and potential contract termination
Service Provider's Responsibility	Compliance Management	Must not sleep on duty;	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service
Service Provider's Responsibility	Compliance Management	No harassment (example sexual, or verbal, etc.) towards other security officials, Purchaser staff and / or members of the public.	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service and referral for criminal investigation and potential contract termination
Service Provider's Responsibility	Compliance Management	No unnecessarily harsh or violent conduct or using profane language while performing their duties in accordance with this Agreement;	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service and referral for criminal investigation and potential contract termination
Service Provider's Responsibility	Compliance Management	Not wilfully disobey instructions, orders of a superior or a reasonable request by the Purchaser;	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service and referral for criminal investigation and potential contract termination
Service Provider's Responsibility	Compliance Management	Must report any security incident or safety hazard either observed by the security officers or brought to their attention by another person;	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service and referral for criminal investigation and potential contract termination

POCS SRM Critical Service Standards - All Security Service Categories				
Major Service	**Service Area**	**Performance Standards**	**Metric**	**Penalty**
Service Provider's Responsibility	Compliance Management	Must wear the prescribed clothing or identification when on duty;	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service
Service Provider's Responsibility	Compliance Management	Must have all the service aids required while on duty.	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service
Service Provider's Responsibility	Compliance Management	Must not perform any action, the effect of which could lead to possible criminal prosecution	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service and referral for criminal investigation and potential contract termination
Service Provider's Responsibility	Compliance Management	Must not present an unacceptable image, be inattentive, be unprofessional, or deal with any person in a disrespectful manner. (This implies that Security Officers shall not sit when they she should be standing and shall not lounge about, smoke, eat, drink, read or occupy themselves with any distracting activity while attending to any person in the performance of their duties.)	Inspection of daily posting sheet / As reported by Purchaser staff member / As reported by any other person / As observed in person / As reported by Control Room Operators	1% of the applicable rate or total call-off order value registered against applicable site or service

3.2 Failure to meet service standards

3.2.1 Where the Service Provider fails to provide the service in terms of the contract, penalties for said failure will be payable to the Purchaser as per tables 3.1.1 through 3.1.9 above. Penalties owing will be deducted from the monthly invoice rendered by the Service Provider.

3.2.2 Where the Service Provider fails to provide the service in terms of the service standards, penalties for said failure will be calculated per transgression, per person per day. In the event of a transgression being for part of a shift, this period will be regarded as a full shift.

3.2.3 The service provided in terms of the service standards will be evaluated regularly and any contraventions of the contract conditions and / or loss of WCG property due to proven negligence will be collated on a monthly basis.

3.2.4 Penalties or damages will be payable by the Service Provider for every incident and or provision of this agreement which the Service Provider fails to honour, as well as by any posted security officer who contravenes the contract conditions and / or loss of Purchaser's property due to proven negligence.

3.2.5 The Service Provider must note that penalties will also be instituted in respect of contraventions/non-compliance of the conditions of contract as a whole, in the following instances:

- That 1% of the monthly value of the Work Order value will be calculated per transgression, per person per day and used as benchmark or cut-off for sub-standard service penalties.
- That 1% of the total value of the Work Order will be calculated as benchmark or cut-off for sub-standard service penalties.

Once this benchmark is reached written notifications of default will be issued to the Service Provider:

- Notice 1 in addition to pro-rata low service penalties depending on the transgression;
- Notice 2 in addition to pro-rata low service penalties depending on the transgression;
- Notice 3 in addition to pro-rata low service penalties depending on the transgression.

Should there be further transgressions after three (3) notifications, the process of Work Order termination will commence, and the Purchaser may also, at its sole discretion, commence with removal of the Service Provider as a Supplier from the Framework Contract thereafter.

3.3 Maintaining good standing and provision of updated records

3.3.1 The Service Provider maintains his good standing with the relevant regulatory institutions below and provides updated information to the Purchaser in terms of the following:

- Current and valid PSIRA Registration Certificate that can be verified by means of the QR Code (submit update when registration is renewed);
- Current and valid PSIRA Letter of Good Standing, (true copy of letter issued by PSIRA, provide update when renewed);
- Current and valid COIDA Letter of Good Standing (true copy of letter issued by Department of Labour, provide update when renewed);
- Current and valid Private Security Fund Provident Fund letter of Good Standing (letter issued by the PSFPF, provide update when renewed);
- Current and valid Public Liability Insurance Document (provide update when renewed);
- Current and valid certificate of registration with the National Bargaining Council for the Private Security Sector (Certificate issued by the NBCPSS, provide update when renewed);
- Current and valid confirmation of registration and paid-up levy and Health contributions with the NBCPSS (letter issued by the NBCPSS, provide update when renewed); and
- Letter of Good Standing from Company's Financial Institution (bank) (provide updated letter of good standing every twelve months).

PLEASE NOTE: It is the responsibility of the Service Provider to provide the updated information without the Purchaser having to request it. Outstanding updated information will prevent the Purchaser from issuing Work Orders to the Service Provider.

WESTERN CAPE GOVERNMENT

MOBILITY DEPARTMENT

WESTERN CAPE MOBILITY DEPARTMENT (WCMD): ALL REGIONS: PROVISIONING OF SECURITY SERVICES: 3 YEAR FRAMEWORK CONTRACT

Scope of Goods and Services

4. Constraints on how the Supplier provides the Goods and Services

Providing the Service is subject to the following constraints:

4.1 Hours of work

- Unless otherwise indicated in a Work Order, provision of security services will be a round-the-clock 24-hour service, inclusive of weekends and public holidays, subject to the applicable PSIRA regulations.

4.2 Health & Safety on Site including measures against disease and epidemics. First Aid facilities and emergency arrangements:

- The Service Provider will provide the Service in accordance with the requirements of the Occupational Health and Safety Act (Act 85 of 1993 as amended).

4.3 Environmental controls, fauna & flora

- Wherever the Service Provider provides the Service, it is expressly forbidden for its employees to hunt or harvest any occurring fauna or flora. The Service Provider must also prevent any such activity by outsiders and remove any traps or snares found on the property. All such incidences must be reported.

4.4 Title to materials/objects on site.

- All materials and objects found on site are the property of the Purchaser, and must be handed to the Purchaser when found. The Purchase will, at its sole discretion, decide on what to do with any such materials or objects.

4.5 Sharing of the affected property by other contractors and others

The Purchaser may instruct work or services to be executed by one or more other service providers (or contractors), in the affected property where security services are provided by the Service Provider, with the understanding that

- The Service Provider makes reasonable provision in his service plan for such work;
- Any contractor or other service provider is subject to reasonable controls as required by the Service Provider, and
- all contractors and other service providers, the service or work undertaken, insurances related thereto and the associated risks including expense or loss caused by contractors and other service providers, are the direct responsibility of the Purchaser.

4.6 Service Provider's equipment, including immediate removal from the affected property

- Upon completion or termination of a Work Order the Service Provider removes all of its equipment within 24 hours from the affected property.

4.7 Site services and facilities: power, water, waste disposal, telecoms, ablutions, fire protection, lighting.

- See section 5 of the Scope of Goods and Services.

WESTERN CAPE GOVERNMENT

MOBILITY DEPARTMENT

WESTERN CAPE MOBILITY DEPARTMENT (WCMD): ALL REGIONS: PROVISIONING OF SECURITY SERVICES: 3 YEAR FRAMEWORK CONTRACT

Scope of Goods and Services

5. Services and other things provided by the Purchaser

If any site services and/or facilities (power, water, waste disposal, telecoms, ablutions, fire protection, lighting, etc) are available at the affected property, the Purchaser will not unreasonably deny access to any such site services/facilities to the Service Provider. However, the Purchaser is not obliged to provide any such services/facilities, and furthermore does not guarantee the availability of any services or facilities at any of the affected properties. The Service Provider remains responsible to provide all necessary services and facilities at any of the affected properties in order to provide the Service in terms of this contract.

6. Property affected by the Service

The properties to be potentially affected by the service are distributed across all regions of the Western Cape Province and include, inter alia, currently occupied and operating provincial facilities, vacant land, road construction camps, empty buildings, etc. The details of the affected properties which security services are required for, will be specified in a Work Order, as applicable.

WESTERN CAPE GOVERNMENT

MOBILITY DEPARTMENT

WESTERN CAPE MOBILITY DEPARTMENT (WCMD): ALL REGIONS: PROVISIONING OF SECURITY SERVICES: 3 YEAR FRAMEWORK CONTRACT

Scope of Goods and Services

SCHEDULE D1: Amendments by Supplier

The tenderer should record any amendments (i.e deviations, qualifications, alterations or modifications) it may wish to make to the tender documents in this Schedule. Alternatively, a tenderer may state such amendments in a covering letter and append such letter to this Schedule.

The tenderer's attention is drawn to the Terms and Conditions for Bidding regarding the Purchaser's handling of material deviations and qualifications. If no amendments are allowed for this tender, the conditions will state so and same would also be indicated in the table below. If amendments are allowed but none desired by the tenderer, this Schedule is to be marked NIL in the table below.

IMPORTANT: No alternative tender will be considered unless a tender free of qualifications and strictly on the basis of the Tender Documents is also submitted.

PAGE / ITEM	CLAUSE / DESCRIPTION
	NO ALTERATIONS/AMENDMENTS BY SUPPLIER ALLOWED FOR THIS CONTRACT. TENDERER MUST SIGN SCHEDULE TO ACKNOWLEDGE.

(If not enough space, attach additional pages. If no amendments are desired, mark NIL.)

AUTHORISED SIGNATURE OF BIDDER AS PER SCHEDULE A1 (BID FORM) OF THIS DOCUMENT SERVES AS SIGNATURE FOR THIS SCHEDULE

Number of additional pages appended by the bidder to this Schedule: .....(If nil, enter NIL)

WESTERN CAPE GOVERNMENT

MOBILITY DEPARTMENT

WESTERN CAPE MOBILITY DEPARTMENT (WCMD): ALL REGIONS: PROVISIONING OF SECURITY SERVICES: 3 YEAR FRAMEWORK CONTRACT

Purchase (Work) Order

Pro Forma Purchase (Work) Order form for use when the Purchaser requires the Supplier to provide the Goods and Services within a stated period of time

Purchase Order No……

To……..(Supplier)

I propose to instruct you to provide the following Goods and/or Services

Description and quantity of Goods and/or Services……

……

Start date ……

Order Completion Date ……

Penalties per day R…… ☐ CSD Registration verified (Please tick

Please submit your price and programme proposals below.

Signed on behalf of Purchaser ……Date ……

Total of Prices (inclusive of VAT) for Goods and/or Services on the Price Schedule (details attached) R…….....

Total of Prices (inclusive of VAT) for items not on the Price Schedule (details attached) R…….....

Total of the Prices (inclusive of VAT) **R**_____

The programme for the Purchase Order is…….. (attached)

Signed on behalf of Supplier:

Signature …… Name …… Date ……

I accept the above price and programme and instruct you to provide the Goods and/or Services for this Order.

Signed by delegated authority on behalf of Purchaser:

Signature …… Name …… Date ……

Purchase Order number assigned as above and issued to Supplier by SCM on behalf of Purchaser:

Signature …… Name …… Date ……

WESTERN CAPE GOVERNMENT

MOBILITY DEPARTMENT

WESTERN CAPE MOBILITY DEPARTMENT (WCMD): ALL REGIONS: PROVISIONING OF SECURITY SERVICES: 3 YEAR FRAMEWORK CONTRACT

Appendix: Drawings, schematics & annexures

The Appendix to this contract is a separate document, independent of the main contract document (this document) and does not follow, or integrate with, the page numbering sequence of the main contract document. The Appendix contains drawings, schematics and annexures ("items") which are referenced in this document, and which are indicated as included in the Appendix.

PLEASE NOTE:

ALL items which are referenced in the main contract document form part of the complete contract documentation for this contract, irrespective of whether they are physically included in the Appendix or not. It is the responsibility of the tenderer to ensure it acquires and considers all the items referenced in this document in the preparation of the tender, which is the assumption when tenders are evaluated.

The Appendix consists of a total of **35** pages of various sizes and orientation, as a separate document.

Western Cape Government

Contract MTF02/2026:

WESTERN CAPE MOBILITY DEPARTMENT (WCMD): ALL REGIONS: PROVISIONING OF SECURITY SERVICES: 3 YEAR FRAMEWORK CONTRACT

APPENDIX

This Appendix consists of a total of 35 pages, including this header page.

Operational Risk Assessments

Background and Context

The Department of Police Oversight and Community Safety (POCS) reserves the right and is mandated in terms of this Framework Contract to conduct personal visits at the premises of Framework Suppliers, to assess the operational capabilities of bidders in terms of the Operational Risk Assessments (ORA) criteria applicable to any Work Order issued to a Framework Supplier in terms of this contract. The following are pertinent:

- Operational Risk Assessments (ORA) in terms of this contract means the ability of a bidder to provide services in accordance with the scope of the work as set out in the bid documents. Operational Risk Assessments (ORA) considers quality, reliability, viability and durability of a service and the bidder's technical capacity and ability to execute a contract. Therefore, the ORA serves solely as a due diligence verification based on a physical site assessment to confirm the Supplier's operational capability.
- For the purpose of this Framework Contract, ORA will be determined by way of a physical assessment. The operational risk assessment will be done in terms of an evaluation performed by the Department of Police Oversight and Community Safety (POCS) according to the criteria contained in this Annexure A.
- For logistical and budget considerations, only premises situated in the Western Cape Province will be evaluated.
- Where Work Orders are issued to multiple Framework Suppliers in order to obtain competitive quotations for any Work Order, only the top qualifying Supplier will be subjected to an ORA, unless the Purchaser requests ORA's for more or all Suppliers competing for award of the Work Order. If the ORA yields a satisfactory outcome in terms of the service category/s assessed for the Supplier, the ORA will remain valid for the Supplier for duration of the Framework Service Period for the service categories assessed in any District Municipal area. The Purchaser reserves the right, however, to request a new ORA for the Supplier at its sole discretion for a future Work Order, if deemed appropriate in terms of perceived risk prevailing at the time.
- The operational risk assessment will result in a risk score that will equate to the risk scoring and rating as depicted in Tables 1 and 2 below. This will enable the Purchaser to make an informed decision as to the level of expected service and the risk tolerance that the Purchaser is willing to absorb. Table 3 below shows the SRM Risk Matrix, bringing all the elements of risk, impact and mitigation together.

Please Note:

The information provided in this Annexure A is intended to provide bidders who become Framework Suppliers with the necessary details in order to have a clear understanding of the risk criteria to be assessed by POCS, as well as having a physical layout of the formulated ORA questionnaire employed to evaluate the risk for the Purchaser to award a Work Order to the Supplier.

Table 1: Risk Scoring

Following an Operational Risk Assessment, the scoring assigned by the evaluator/s are classified into the following risk ratings:

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

Table 2: Description of Risk Rating

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. Impact on non-care operations are low. Counter-measure actions to mitigate impact should be implemented for convenience 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. Impact is moderate. Counter-measure actions to mitigate impact 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 and equipment damage. Impact on the organisation resulting in reduced performance such as targets not met, is high. Counter-measure actions to mitigate impact 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. Counter-measure actions to mitigate impact should be implemented immediately.

Table 3: SRM Risk Matrix

		CATEGORY	IMPACT			
		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
		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.
		Service Delivery	Minor impact on front line service delivery. Performance indicators and targets will still be achieved	Noticeable 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
		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
		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**	**2**	**3**	**4**
			Low	**Moderate**	**High**	**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**

Operational Risk Assessment Questionnaire

ORA Questions: General (all service categories)

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

Operational Risk Assessment		0	DATE
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	

ORA Questions: General (all service categories), continued…….

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		

ORA Questions: General (all service categories), continued…….

	Other Compliances (non-scoring)	Improvements to be considered	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**		
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)**		
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**		
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)**		
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		

ORA Questions: General (all service categories), continued…….

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)**		
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?**		
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)**		
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)**		
1.5.3.1	Yes		
1.5.3.2	No		

ORA Questions: General (all service categories), continued…….

2	**National Bargaining Council Compliance (non-scoring)**		**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**		
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?**		
2.1.1.1	Yes		
2.1.1.2	No		
2.1.1.3	Not Applicable		
2.1.2	**Do you issue your security officials with payslips?**		
2.1.2.1	Yes		
2.1.2.2	No		
2.1.2.3	Not Applicable		
2.1.3	**Do you keep copies of payslips issued? Proof provided**		
2.1.3.1	Yes		
2.3.3.2	No		
2.3.3.3	Not Applicable		

ORA Questions: Specific service categories

3	**Security Service Category (Scoring)**		**Comments**
A.1	**Physical Guarding Control Room operation**		**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)**		
A.1.1.1	Yes		
A.1.1.2	No		
A.1.2	**If, yes. Is your Control Room operational 24/7/365? Verify Occurrence Book for shift deployment**		
A.1.2.1	Yes		
A.1.2.2	No		
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**		
A.1.3.1	Yes - radio check was done with a security site being monitored		
A.1.3.2	No - radio check could not be confirmed with a site being monitored		
A.1.4	**Do you have a dedicated Control Room Manager 24/7/365?**		
A.1.4.1	Yes - Control room manager was present during ORA		
A.1.4.2	No - Control room manager was not present during ORA		
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**		
A1.5.1	Yes		
A1.5.2	No		
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?**		
A.1.6.1	Yes		
A.1.6.2	No		

ORA Questions: Specific service categories, continued…..

A.1.7	Demonstrated type of technology utilised in the control room		
A.1.7.1	None		
A.1.7.2	Base Radio		
A.1.7.3	Satelite radio		
A.1.7.4	Security Officer Patrol System		
A.1.7.6	Telephone (incl. cellular phone)		
A.1.7.7	UPS or generator backup system		

ORA Questions: Specific service categories, continued…..

A.2	Drones		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)**		
A.2.3.1	None		
A.2.3.2	One		
A.2.3.3	Two		
A.2.3.4	Three or more		
A.2.3.5	Not Applicable		
A.2.4	**How many Drones are in operation?**		
A.2.4.1	0		
A.2.4.2	1		
A.2.4.3	2		
A.2.4.4	3 or more		
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 vison or thermal camera?**		
A.2.5.1	Yes		
A.2.5.2	No		
A.2.5.3	Not Applicable		

ORA Questions: Specific service categories, continued…..

A.3	Armed Guarding		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		
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?**		
A.3.2.1	Yes		
A.3.2.2	No		
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?**		
A.3.3.1	Yes		
A.3.3.2	No		
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?**		
A.3.4.1	Yes		
A.3.4.2	No		
A.3.4.3	Not Applicable		
A.3.5	**Are all armed response officials registered with the Private Security Industry Regulatory Authority (PSIRA)**		
A3.5.1	Yes		
A3.5.2	No		
A3.5.3	Not Applicable		
A.3.6	**Have all your armed response security officials successfully completed the statutory firearm competency requirements?**		
A.3.6.1	Yes		
A.3.6.2	No		
A.3.6.3	Not Applicable		

ORA Questions: Specific service categories, continued…..

A.3.7	**Do your armed response officials attend firearm, physical training and house penetration courses every 6 months? (Disqualifying criteria)**		
A.3.7.1	Yes		
A.3.7.2	No		
A.3.7.3	Not Applicable		
A.3.8	**Was all training provided as per the SASSETTA unit standards?**		
A.3.8.1	Yes		
A.3.8.2	No		
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?**		
A.3.9.1	Yes		
A.3.9.2	No		
A.3.9.3	Not Applicable		
A.3.10	**Are there permits for every firearm issued?**		
A.3.10.1	Yes		
A.3.10.2	No		
A.3.10.3	Not Applicable		
A.3.11	**Kindly provide total for firearm and staff listed below (Reaction team)**		
A.3.11.1	Not Applicable		
A.3.11.2	**Shotguns registered**		
A.3.11.2.1	Between 1 and 24 shotguns		
A.3.11.2.2	Between 25 and 50 shotguns		
A.3.11.2.3	More than 51 shotguns		
A.3.11.2.4	None		
A.3.11.3	**Hand guns registered**		
A.3.11.3.1	Between 1 and 24 hand guns		
A.3.11.3.2	Between 25 and 50 hand guns		
A.3.11.3.3	More than 51 hand guns		
A.3.11.3.4	None		

ORA Questions: Specific service categories, continued…..

A.3.11.2	**Competent officers with shotguns training (proven competencies)**		
A.3.11.2.1	Between 1 and 24 competent staff with shotgun training		
A.3.11.2.2	Between 25 and 50 competent staff with shotgun training		
A.3.11.2.3	More than 51 competent staff with shotgun training		
A.3.11.2.4	None		
A.3.11.3	**Competent officers with Hand guns training (proven competencies)**		
A.3.11.3.1	Between 1 and 24 competent staff with hand gun training		
A.3.11.3.2	Between 25 and 50 competent staff with hand gun training		
A.3.11.3.3	More than 51 competent staff with hand gun training		
A.3.11.3.4	None		
A.3.12	**Has any of your officers been involved in the accidental or illegal discharge of a firearm whilst on duty**		
A.3.12.1	Yes		
A.3.12.2	No		
A.3.12.3	Not Applicable		

ORA Questions: Specific service categories, continued…..

A.4	K9		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 cetificate)**		
A.4.3.1	No PSIRA registered trained DH trained		
A.4.3.2	Up to 3 dog handlers trained in DH 1 to DH4		
A.4.3.3	Between 4 to 6 dog handlers trained in DH 1 to DH4		
A.4.3.4	More than 6 dog handlers trained in DH 1 to DH4		
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 cetificate)**		
A.4.4.1	All dog handlers		
A.4.4.2	Between 75% and 99%		
A.4.4.3	Between 50% and 74%		
A.4.4.4	Less than 50%		
A.4.4.5	Zero		
A.4.4.6	Not Applicable		

ORA Questions: Specific service categories, continued…..

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**		
A.4.5.1	Yes		
A.4.5.2	No		
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)**		
A.4.6.1	Yes		
A.4.6.2	No		
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)**		
A.4.7.1	Yes		
A.4.7.2	No		
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.**		
A.4.8.1	Yes		
A.4.8.2	No		
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)**		
A.4.9.1	Yes		
A.4.9.2	No		
A.4.9.3	Not Applicable		

ORA Questions: Specific service categories, continued…..

A.4.10	**Is record kept of the following: (Provide proof to substantiate your answer)**		
A.4.10.1	Deployment of K9 for periods not exceeding 12 hours		
A.4.10.2	Rest period of 12 hours after deployment		
A.4.10.3	Deployment to maximum of 5 days		
A.4.10.4	Rest period of a minimum of 1 day (24-36 hours) every 5 days		
A.4.10.5	Record of daily exercise - Minimum 1 hour		
A.4.10.6	Time spent in exercise area		
A.4.10.7	Not Applicable		
A.4.11	**Does your company have at least two (2) vehicles and / or trailers to transport the required K9's to contracted locations?**		
A.4.11.1	No vehicles		
A.4.11.2	1-2 vehicles		
A.4.11.3	3-4 vehicles		
A.4.11.4	5 and more		
A.4.11.5	Not Applicable		
A.4.11.6	No trailers		
A.4.11.7	1-2 trailers		
A.4.11.8	3-4 trailers		
A.4.11.9	5 and more		
A.4.11.10	Not Applicable		

ORA Questions: Specific service categories, continued…..

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**		
A.4.12.1	protect animals from injury		
A.4.12.2	have non-slip floors and avoid direct contact with metal flooring		
A.4.12.3	provide easy access and operator safety		
A.4.12.4	protect against extremes of temperature		
A.4.12.5	provide adequate ventilation		
A.4.12.6	protect against unauthorised release of working animals		
A.4.12.7	be easy to clean and disinfect		
A.4.12.8	allow for security dogs to sit, stand and lie down		
A.4.12.9	transported in the back of an open vehicle		
A.4.12.10	no compliance		
A.4.12.11	Not Applicable		
A.4.13	**Is the vehicles and / or trailers or both vehicle and trailer appropriately marked with the relevant K9 decals?**		
A.4.13.1	No trailer marked		
A.4.13.2	One trailer marked		
A.4.13.3	Two trailers marked		
A.4.13.4	Three trailers marked		
A.4.13.5	More than three trailers marked		
A.4.13.6	Not Applicable		
A.4.13.7	No vehicle marked		
A.4.13.8	One vehicle marked		
A.4.13.9	Two vehicles marked		
A.4.13.10	Three vehicles marked		
A.4.13.11	More than three vehicles marked		
A.4.13.12	Not Applicable		

ORA Questions: Specific service categories, continued…..

A.5	Special Events Security Management		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 Notice119 of 1998? Please provide proof**		
Note - If not registered as per the Training of Security Officers Regulations. 1992 and Board Notice119 of 1998 then further evaluation will not be performed			
A.5.3.1	Registered to provide special events security service		
A.5.3.2	Not registered to provide special events security service		
A.5.3.3	Trained in accordance to special event requirements		
A.5.3.4	Not trained in accordance to special event requirements		

S ORA Questions: pecific service categories, continued…..

A.5.4	**Please indicate what special events training you have**		
A.5.4.1	Bodily and / or physical search at any entry point to a special events venue		
A.5.4.2	Close protection duties at an event		
A.5.4.3	Security reaction team at a special event		
A.5.4.4	Field control or crowd control team at a special event		
A.5.4.5	Handling a dog at a special event		
A.5.4.6	Dog training course with an Authority accredited dog training center		
A.5.5	**How many trained security officers (PSIRA registered) do you have to perform a security service at special events?**		
A.5.5.1	More than 50		
A.5.5.2	Less than 10		
A.5.5.3	Between 10 and 30		
A.5.5.4	Between 31 and 50		
A.5.5.5	None		
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)**		
A.5.6.1	Yes		
A.5.6.2	Not Applicable		
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?**		
A.5.7.1	Exemption provided		
A.5.7.2	Exemption not provided		
A.5.7.3	Not Applicable		

ORA Questions: Specific service categories, continued…..

A.6	Physical security officers		Comments
A.6.1	**Are all your security officers issued with a**		
A.6.1.1	Corporate uniform		
A.6.1.2	Company jacket		
A.6.1.3	Company shirt		
A.6.1.4	Company pants		
A.6.1.5	Company tie		
A.6.1.6	Company name tag		
A.6.1.7	Appropriate shoes		
A.6.1.8	Security company epulettes		
A.6.1.9	None issued		
A.6.2	**Are all your security officers issued with the following standard service aids**		
A.6.2.1	Radio		
A.6.2.2	Baton		
A.6.2.3	Pen		
A.6.2.4	Pocket Book		
A.6.2.5	Torch (for night duty only)		
A.6.2.6	Occurrence Book		
A.6.2.7	None issued		
A.6.3	**Do your security officers possess a minimum PSIRA Grade C (required for WCG sites)**		
A.6.3.1	Yes		
A.6.3.2	Grade D or lower		
A.6.3.3	No		
A.6.3.4	Not Applicable		

ORA Questions: Specific service categories, continued…..

A.7	Security Vehicles		Comments
A.7.1	**How many security vehicles do you own for normal physical guarding?**	**Where a No or Not Applicable response is captured, no further evaluation will be performed for Security Vehicles**	
A.7.1.1	Not Applicable		
A.7.1.2	None		
A.7.1.3	One		
A.7.1.4	Two		
A.7.1.5	Three or more		
A.7.2	**Kindly provide proof of ownership of the security vehicles (eg. a certified and audited asset register, lease agreement depicting)**		
A.7.1	Yes		
A.7.2	No		
A.7.3	**Are all your vehicle drivers PSIRA grading of A,B & C?**		
A.7.3.1	Yes		
A.7.3.2	No		

ORA Questions: Specific service categories, continued…..

A.8	CCTV Control Room operation		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)**	**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		
A.8.1.2	No or Not Applicable		
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**		
A.8.2.1	Yes		
A.8.2.2	No		
A.8.2.3	Not Applicable		
A.8.3	**Do you monitor any sites/locations remotely from your Control Room / Operational Command Centre**		
A.8.3.1	Yes - demonstrated to monitor remote CCTV sites		
A.8.3.2	No - could not demonstrate to monitor any remote CCTV sites		
A.8.4	**Do you have a dedicated CCTV Operated Control Room / Operational Command Centre Manager 24/7/365?**		
A.8.4.1	Yes - CCTV OPS Manager present when conducting ORA		
A.8.4.2	No - CCTV OPS manager not present when conducting ORA		
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)**		
B1.5.1	Yes		
B1.5.2	No		
B1.5.3	Not Applicable		

ORA Questions: Specific service categories, continued…..

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)**		
A.8.6.1	Yes		
A.8.6.2	No		
A.8.6.3	Not Applicable		
A.8.7	**Are all your CCTV Operators computer literate? (proof of training provided)**		
A.8.7.1	Yes		
A.8.7.2	No		
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?**		
A.8.8.1	Yes		
A.8.8.2	No		
A.8.9	**Demonstrated type of technology utilised in the control room**		
A.8.9.1	None		
A.8.9.2	Base Radio		
A.8.9.3	CCTV Cameras		
A.8.9.4	Monitors and screens for the CCTV Operators		
A.8.9.5	Satelite radio		
A.8.9.6	Security Officer Patrol System		
A.8.9.7	Electronic Server recording data		
A.8.9.8	Telephone (incl. cellular phone)		
A.8.9.9	UPS or generator backup system		
A.8.9.10	Monitoring of Livestock tagging system (Farm Ranger)		
A.8.9.11	Vehicle Monitoring System		

ORA Questions: Specific service categories, continued…..

A.9	Special Tactical Vehicles		Comments
A.9.1	**How many special tactical vehicles do you own**	**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		
A.9.1.2	None		
A.9.1.3	One		
A.9.1.4	Two		
A.9.1.5	Three or more		
A.9.2	**Kindly provide proof of ownership of the special tactical vehicles (eg. a certified and audited asset register, lease agreement depicting)**		
A.9.2.1	Yes		
A.9.2.2	No		
A.9.3	**Do all vehicles have on-board vehicle management systems?**		
A.9.3.1	Yes		
A.9.3.2	No		
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)**		
A.9.4.1	Yes		
A.9.4.2	No		
A.9.5	**Are all your vehicle drivers PSIRA grading of A, B & C?**		
A.9.5.1	Yes		
A.9.5.2	No		
A.9.6	**Kindly list number of vehicles available per category**		
A.9.6.1	**Armoured Vehicles (for deployment in highly volatile areas)**		
A.9.6.1.1	None		
A.9.6.1.2	Minimum 1 - 2 armoured vehicles		
A.9.6.1.3	Minimum 3 - 4 armoured vehicles		
A.9.6.1.4	Minimum 5 or more armoured vehicles		

ORA Questions: Specific service categories, continued…..

A.9.6.2	**Monitoring vehicles (for patrolling)**		
A.9.6.2.1	None		
A.9.6.2.2	Minimum 1 - 2 monitoring vehicles		
A.9.6.2.3	Minimum 3 - 4 monitoring vehicles		
A.9.6.2.4	Minimum 5 or more monitoring vehicles		
A.9.6.3	**All-Terain Vehicles (to be used off-road or on dirt roads, not on paved roads or highways)**		
A.9.6.3.1	Minimum 1 - 2 All-terrain vehicles		
A.9.6.3.2	Minimum 3 - 4 All-terrain vehicles		
A.9.6.3.3	Minimum 5 or more All-terrain vehicles		
A.9.6.3.4	None		
A.9.6.4	**Armed Response vehicles (for armed security officers to attend to any call outs due to intrusion)**		
A.9.6.4.1	Minimum 1 – 2 armed response vehicles		
A.9.6.4.2	Minimum 3 - 4 armed response vehicles		
A.9.6.4.3	Minimum 5 or more armed response vehicles		
A.9.6.4.4	None		
A.9.7	**Kindly provide proof of ownership of the vehicles listed under Q5.7 (eg. a certified and audited asset register, lease agreement depicting)**		
A.9.7.1	Yes		
A.9.7.2	No		
A.9.8	**Do all these vehicles have on-board vehicle management systems?**		
A.9.8.1	Yes		
A.9.8.2	No		
A.9.9	**Are these vehicles monitored from your CCTV Control room for movement and response times?**		
A.9.9.1	Yes		
A.9.9.2	No		

ORA Questions: Specific service categories, continued…..

A.9.10	**Demonstrated live vehicle tracking while on site (AR vehicles)**		
A.9.10.1	Yes		
A.9.10.2	No		
A.9.11	**What is the PSIRA grading of all your vehicle drivers?**		
A.9.11.1	D		
A.9.11.2	A, B & C		

ORA Questions: Specific service categories, continued…..

A.10	Armed Response Vehicles		Comments
A.10.1	**How many armed response vehicles do you own**	**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		
A.10.1.3	One		
A.10.1.4	Two		
A.10.1.5	Three or more		
A.10.2	**Kindly provide proof of ownership of the armed response vehicles (eg. a certified and audited asset register, lease agreement depicting)**		
A.10.2.1	Yes		
A.10.2.2	No		
A.10.3	**Do all vehicles have on-board vehicle management systems?**		
A.10.3.1	Yes		
A.10.3.2	No		
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)**		
A.10.4.1	Yes		
A.10.4.2	No		
A.10.5	**Are all your vehicle drivers PSIRA grading of A,B & C?**		
A.10.5.1	Yes		
A.10.5.2	No		
A.10.6	**Demonstrated live vehicle tracking while on site (AR vehicles)**		
A.10.6.1	Yes		
A.10.6.2	No		

ORA Questions: Specific service categories, continued…..

A.11	Alarm Installations		Comments
A.11.1	**How many technical staff do you employ?**	**Where a No or Not Applicable response is captured, no further evaluation will be performed for Alarm Installations**	
A.11.1.1	None		
A.11.1.2	One		
A.11.1.3	Two		
A.11.1.4	Three or more		
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)**		
A.11.2.1	Yes		
A.11.2.2	No		
A.11.2.3	Not Applicable		
A.11.3	**Are your technicians formally trained to instal alarm systems? (proof of training certificates provided)**		
A.11.3.1	Yes		
A.11.3.2	No		
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?**		
A.11.4.1	Yes list provided		
A.11.4.2	No list not provided		
A.11.4.3	Not Applicable		

Example of typical ORA Score: All service categories

0		Date of ORA	00-Jan-00			
1	Management, Admin and Staff (non-scoring)					
2	National Bargaining Council Compliance (non-scoring)	Compliant				
0		Maximum Possible Score	Total Score Achieved	Percentage Score Achieved	Risk Rating	Recommendation
A.1	Physical Guarding Control Room operation	31				Please refer to report
A.2	Drones	7				Please refer to report
A.3	Armed Guarding	22				Please refer to report
A.4	K9	49				Please refer to report
A.5	Special Events Security Management	51				Please refer to report
A.6	Physical security officers	15				Please refer to report
A.7	Security Vehicles	5				Please refer to report
A.8	CCTV Control Room operation	46				Please refer to report
A.9	Special Tactical Vehicles	29				Please refer to report
A.10	Armed Response Vehicles	8				Please refer to report
A.11	Alarm Installations	18				Please refer to report

A "Not Applicable" entry will affect Maximum Possible Score and Total Score Achieved

Score Calculation

Percentage Score Achieved - Total Score Achieved / Maximum Possible Score

Risk Rating per Security Category - Percentage achieved vs risk matrix

Examples of typical ORA Results: Specific service categories

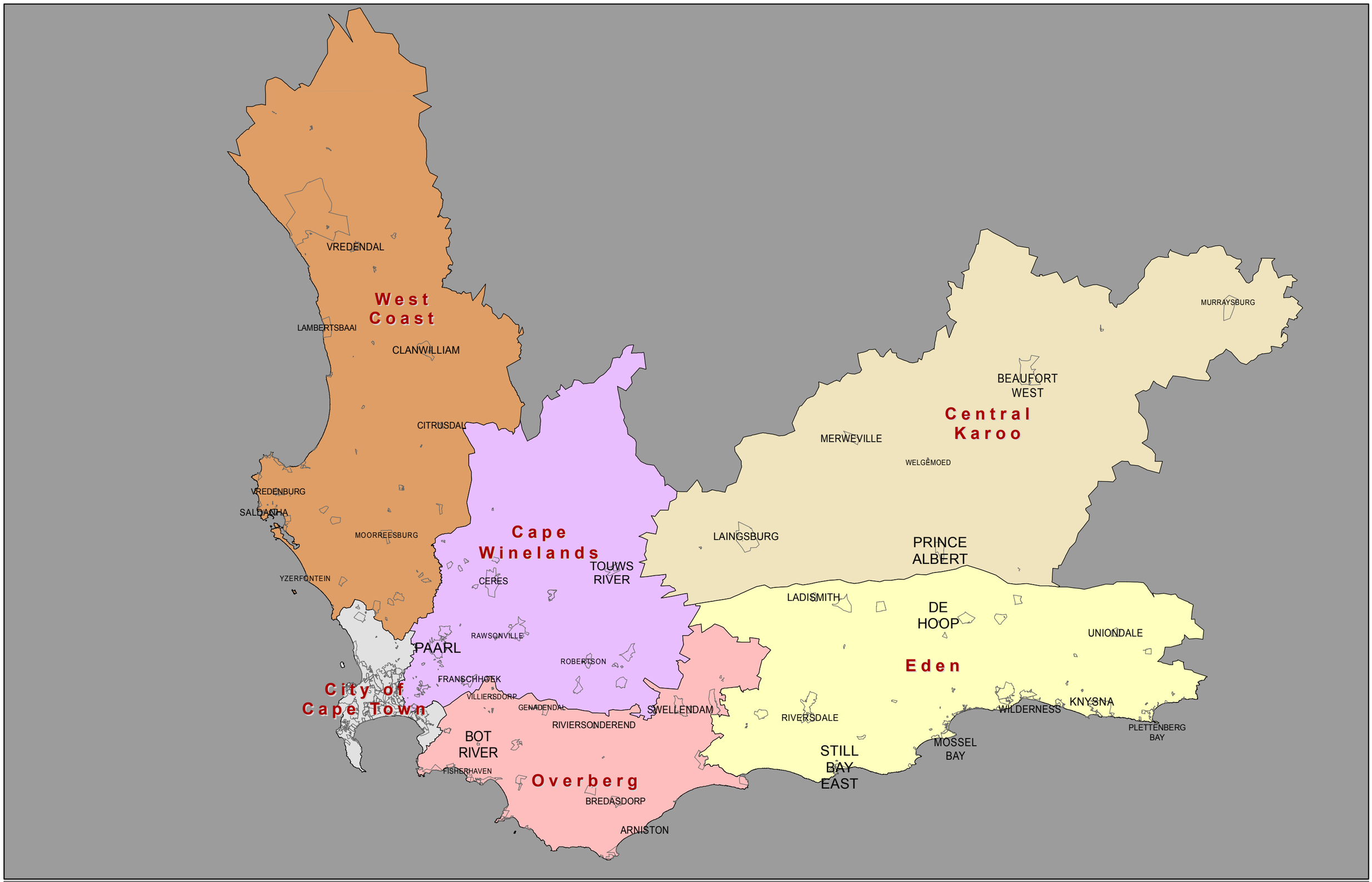
A. Physical Guarding	Date assessed	00-Jan-00			
0	**Maximum Possible Score**	**Total Score Achieved**	**Percentage Score Achieved**	**Risk Rating**	**Recommendation**
Physical Guarding Control Room operation	31	0			**Please refer to report**
K9	49	0			**Please refer to report**
Special Events Security Management	51	0			**Please refer to report**
Physical security officers	15	0			**Please refer to report**
Security Vehicles	5	0			**Please refer to report**
National Bargaining Council Compliance	Compliant				

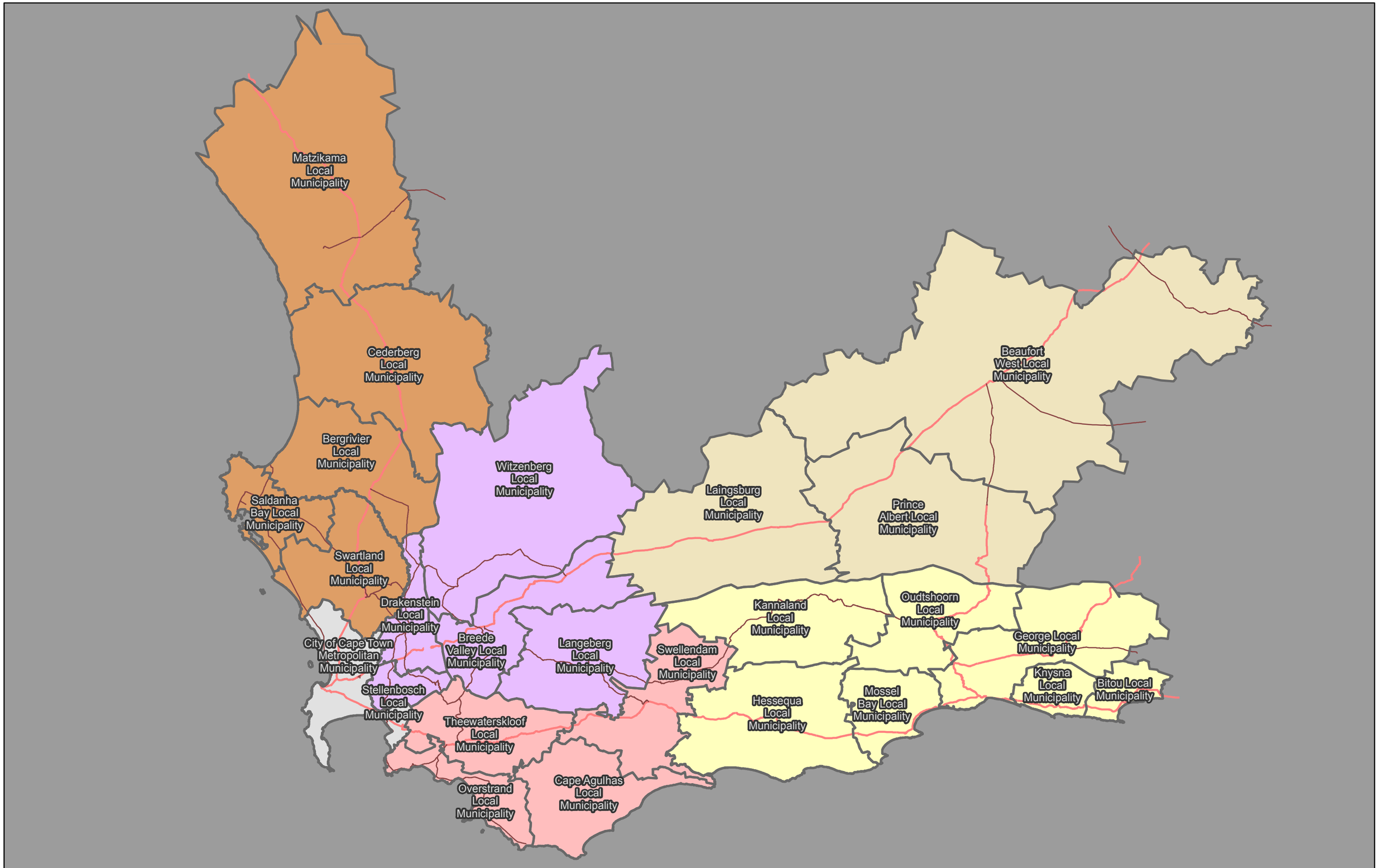
B. Special Tactical Guarding	Date assessed	00-Jan-00			
0	**Maximum Possible Score**	**Total Score Achieved**	**Percentage Score Achieved**	**Risk Rating**	**Recommendation**
CCTV Control Room operation	46	0			**Please refer to report**
Drones	7	0			**Please refer to report**
Armed Guarding	22	0			**Please refer to report**
K9	49	0			**Please refer to report**
Physical security officers	15	0			**Please refer to report**
Special Tactical Vehicles	29	0			**Please refer to report**
National Bargaining Council Compliance	Compliant				

Examples of typical ORA Results: Specific service categories continued…..

C. Special Events Management	Date assessed		00-Jan-00		
0	Maximum Possible Score	Total Score Achieved	Percentage Score Achieved	Risk Rating	Recommendation
Physical Guarding Control Room operation	31	0			Please refer to report
Drones	7	0			Please refer to report
Armed Guarding	22	0			Please refer to report
K9	49	0			Please refer to report
Special Events Security Management	51	0			Please refer to report
Physical security officers	15	0			Please refer to report
Security Vehicles	5	0			Please refer to report
National Bargaining Council Compliance	Compliant				

D. Armed Response	Date assessed		00-Jan-00		
0	Maximum Possible Score	Total Score Achieved	Percentage Score Achieved	Risk Rating	Recommendation
CCTV Control Room operation	46	0			Please refer to report
Drones	7	0			Please refer to report
Armed Guarding	22	0			Please refer to report
K9	49	0			Please refer to report
Physical security officers	15	0			Please refer to report
Armed Response Vehicles	8	0			Please refer to report
Alarm Installations	18	0			Please refer to report
National Bargaining Council Compliance	Compliant				


West Coast
VREDENDAL
LAMBERTSBAAI
CLANWILLIAM
CITRUSDAL
VREDENBURG
SALDANHA
MOORREESBURG
YZERFONTEIN
Cape Winelands
TOUWS RIVER
CERES
RAWSONVILLE
PAARL
ROBERTSON
FRANSCHHOEK
City of Cape Town
VILLIERSDORP
GENADENDAL
SWELLENDAM
RIVIERSONDEREND
BOT RIVER
FISHERHAVEN
Overberg
BREDASDORP
ARNISTON
Central Karoo
MERWEVILLE
WELGEMOED
BEAUFORT WEST
MURRAYSBURG
LAINGSBURG
PRINCE ALBERT
LADISMITH
DE HOOP
UNIONDALE
Eden
RIVERSDALE
WILDERNESS
KNYSNA
PLETTENBERG BAY
MOSSEL BAY
STILL BAY EAST
N
Map 1
WESTERN CAPE DISTRICT MUNICIPALITIES
0 15 30 60 90 120
Kilometers



N

Map 2

WESTERN CAPE LOCAL MUNICIPALITIES

0 15 30 60 90 120 Kilometers