



DOCUMENT OBTAINABLE FROM	ADVERTISEMENT	CLOSING DATE AND TIME
Mr S Phike /Ms M Nomdoe (021) 483 0391/3418	Bid No: WCPT- TR 01/2017/2018	15 December 2017 @ 11H00

**TECHNICAL ENQUIRIES:**

**Mr. Denzil Samuels**

**TELEPHONE:**

**Tel: 021 483 5861**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE WESTERN CAPE PROVINCIAL TREASURY**

**FRAMEWORK AGREEMENT FOR THE TRANSVERSAL PROVISION OF SECURITY SERVICES TO THE WESTERN CAPE GOVERNMENT: PERIOD 1 APRIL 2018 TO 31 MARCH 2021**

1. The bid document may be posted to:

The Head Official: Provincial Treasury  
Private Bag X9165  
CAPE TOWN  
8000

OR

THE BID DOCUMENT MAY BE DEPOSITED IN THE BID BOX MARKED "PROVINCIAL TREASURY" SITUATED AT:

Ground Floor (foyer)  
4 Dorp Street (c/o Dorp- and Keerom Street)  
CAPE TOWN

OR

ONLY IF THE BID DOCUMENT IS TOO BULKY TO BE DEPOSITED THROUGH THE SLOT OPENING OF THE BID BOX, BE DELIVERED TO:

The Supply Chain Manager: (Attention: Samantha-Lee Mars)  
Tower Block, 1<sup>st</sup> Floor  
4 Dorp Street  
Cape Town

2. You should ensure that his bid is delivered timeously to the correct address.
3. The bid box is accessible 24 hours a day, 7 days a week and is located as indicated above.

4. All required information must be furnished. Unless otherwise specified, certified copies of applicable documents must be submitted.
5. This bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract.
6. You will be required to fill in and sign a written contract form (WCBD 7.1).
7. In respect of the WCBD 4 Declaration of Interest form, you are reminded that this form must be completed in full even if it means that a response of "not applicable" is entered where no response is forthcoming and must be signed. This form must be certified by a Commissioner of Oaths. If the certification is not done by a registered Commissioner of Oaths, it must be ensured that the official who does the certification, ex officio, inserts the departmental stamp onto the form.
8. It is incumbent on you to ensure that you have completed all the required documents in their entirety.
9. Remember that you are required to submit a Memorandum of Understanding together with your bid, should the bid submitted as a Consortium/Joint Venture or where Sub-contractors are involved. Each party must submit a separate Tax Clearance Certificate.

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**PART A  
INVITATION TO BID**

**WCBD 1**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE WESTERN CAPE PROVINCIAL TREASURY</b>			
BID NUMBER:	<b>WCPT -TR 01/ 2017 /2018</b>	CLOSING DATE:	<b>15 December 2017</b>
		CLOSING TIME:	<b>11:00</b>
DESCRIPTION	<b>FRAMEWORK AGREEMENT FOR THE TRANSVERSAL PROVISION OF SECURITY SERVICES TO WESTERN CAPE GOVERNMENT</b>		
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (WBD7).</b>			

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX MARKED "PROVINCIAL TREASURY "SITUATED AT GROUND FLOOR, 4 DORP STREET, CAPE TOWN

<b>SUPPLIER INFORMATION</b>			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE		NUMBER
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE		NUMBER
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
WCSD REGISTRATION No.		<b>AND</b>	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)	
	<input type="checkbox"/>	A REGISTERED AUDITOR	

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

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]
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<b>SIGNATURE OF BIDDER</b> .....	<b>DATE</b>
<b>CAPACITY UNDER WHICH THIS BID IS SIGNED</b> (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)	
<b>TOTAL NUMBER OF ITEMS OFFERED</b>	<b>TOTAL BID PRICE (ALL INCLUSIVE)</b>

<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT	Provincial Treasury	CONTACT PERSON	Denzil Samuels
CONTACT PERSON	Mark Phillips	TELEPHONE NUMBER	021 483 5861
TELEPHONE NUMBER	021 483 4472	FACSIMILE NUMBER	Not Applicable
FACSIMILE NUMBER	Not applicable	E-MAIL ADDRESS	
E-MAIL ADDRESS	<a href="mailto:Mark.Phillips@westerncape.gov.za">Mark.Phillips@westerncape.gov.za</a>		<a href="mailto:Denzil.Samuels@westerncape.gov.za">Denzil.Samuels@westerncape.gov.za</a>

**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) 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 INSTITUTION.**
- 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, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

**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 PROVIDE PROOF OF TAX COMPLIANCE STATUS; NOR OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.**

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

**PRICING SCHEDULE – FIRM PRICES  
(PURCHASES)**

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

Name of bidder.....	Bid number: <b>WCPT-TR 01/2017/2018</b>
.....	
Closing Time <b>11:00</b>	Closing date: <b>15 December 2017</b>

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

The tender's prices in the pricing schedule of this document constitute his framework quotation information which should be used for all future quotations for the "call offs" under the Framework during the set contract term.

**NOTICE**

**As from 1 September 2017:**

- Grade E and D salaries increased to those of Grade C security officers, thereby effectively including salary bands Grades E and D with the Grade C salary band;
- The three geographic/economic areas (Area 1, Area 2 and Area 3) were reduced to two areas being named "Urban" and "Rural"

**Magisterial District Western Cape Area identification**

- **Urban**  
Bellville, Goodwood, Kuilsriver, Mitchell's Plain, Paarl, Simon's Town, Somerset West, Stellenbosch, Strand, The Cape and Wynberg
- **Rural**

**All other areas**

In accordance with paragraph 5.3.3 of the Terms of Reference, kindly provide the address details of all your offices from where you provide a security service which should be considered to be included on this framework.

<b>COMPANY NAME</b>						
EMAIL ADDRESS						
CELL NO			OFFICE TEL			
COMPANY PHYSICAL ADDRESS 1						
COMPANY PHYSICAL ADDRESS 2			TOWN			
WC REGION (Please Mark)	<b>Cape Metro</b>	<b>Cape Winelands</b>	<b>Overberg</b>	<b>Central Karoo</b>	<b>Eden</b>	<b>West Coast</b>

<b>COMPANY NAME</b>						
EMAIL ADDRESS						
CELL NO			OFFICE TEL			
COMPANY PHYSICAL ADDRESS 1						
COMPANY PHYSICAL ADDRESS 2			TOWN			
WC REGION (Please Mark)	<b>Cape Metro</b>	<b>Cape Winelands</b>	<b>Overberg</b>	<b>Central Karoo</b>	<b>Eden</b>	<b>West Coast</b>

<b>COMPANY NAME</b>						
EMAIL ADDRESS						
CELL NO			OFFICE TEL			
COMPANY PHYSICAL ADDRESS 1						
COMPANY PHYSICAL ADDRESS 2			TOWN			
WC REGION (Please Mark)	<b>Cape Metro</b>	<b>Cape Winelands</b>	<b>Overberg</b>	<b>Central Karoo</b>	<b>Eden</b>	<b>West Coast</b>

<b>COMPANY NAME</b>						
EMAIL ADDRESS						
CELL NO			OFFICE TEL			
COMPANY PHYSICAL ADDRESS 1						
COMPANY PHYSICAL ADDRESS 2			TOWN			
WC REGION (Please Mark)	<b>Cape Metro</b>	<b>Cape Winelands</b>	<b>Overberg</b>	<b>Central Karoo</b>	<b>Eden</b>	<b>West Coast</b>

**A. – NORMAL PHYSICAL GUARDING (SERVICE TYPE 1) - URBAN**

DESCRIPTION OF SERVICE PER OFFICER		BID PRICE IN SA CURRENCY (INCL VAT) - URBAN YEAR ONE (1)								
		rate per month			rate per day			rate per hour		
Shift	Rate breakdown	A	B	C/D/E	A	B	C/D/E	A	B	C/D/E
Day Shift	Monday to Sunday (12 hours)									
Night Shift	Monday to Sunday (12 hours)									
Day Shift	Monday to Friday (12 hours)									
Night Shift	Monday to Friday (12 hours)									
Day Shift	Weekends and PHD*Only (12 hours)									
Night Shift	Weekends and PHD* Only (12 hours)									
Day Shift	Monday to Friday (10 hours)									
Night Shift	Monday to Friday (10 hours)									

PHD\* – Public Holidays

The rate for a security official should be inclusive of the following standard equipment: baton, torch, uniform, handcuffs, pen, pocket book and a communication device

**B. – NORMAL PHYSICAL GUARDING (SERVICE TYPE 1) - RURAL**

DESCRIPTION OF SERVICE PER OFFICER		BID PRICE IN SA CURRENCY (INCL VAT) - RURAL YEAR ONE (1)								
		rate per month			rate per day			rate per hour		
Shift	Rate breakdown	A	B	C/D/E	A	B	C/D/E	A	B	C/D/E
Day Shift	Monday to Sunday (12 hours)									
Night Shift	Monday to Sunday (12 hours)									
Day Shift	Monday to Friday (12 hours)									
Night Shift	Monday to Friday (12 hours)									
Day Shift	Weekends and PHD*Only (12 hours)									
Night Shift	Weekends and PHD* Only (12 hours)									
Day Shift	Monday to Friday (10 hours)									
Night Shift	Monday to Friday (10 hours)									

PHD\* – Public Holidays

The rate for a security official should be inclusive of the following standard equipment: baton, torch, uniform, handcuffs, pen, pocket book and a communication device



**C. GENERAL EQUIPMENT**

Description of Equipment	Bid Price in South African Currency Inclusive of VAT
The following commercially proposed items are requested as and when required and should be priced per unit per month or where otherwise stated	
Supervisor visits (Rate per kilometre)	R
Walkthrough Metal Detectors	R
Handheld Metal Detectors	R
Prefab Security Hut	R
Quad bike	R
Taser per guard	R
Pepper Spray per guard	R
Golf Cart	R
Patrol Vehicle	R
Bicycle	R
Guard Dog	R
Segway	R
Reflective Vest	R

**D. OVERHEADS**

OVERHEADS PERCENTAGE	
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**TOTAL FOR A AND B**

Salaries	Urban (A)	Rural (B)
Grade A	R	R
Grade B	R	R
Grade C, D, E	R	R
<b>Total</b>	<b>R</b>	<b>R</b>

**TOTAL FOR A+B+D = E**

TOTAL FOR SERVICE TYPE 1 INCLUDING OVERHEADS	R
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TOTAL FOR SERVICE TYPE 1 INCLUDING OVERHEADS % AND VAT (14%)	R
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Price offer(s) for service type 1 must be carried over to Form of Offer and Acceptance starting on page 31 of this document.

**A. SPECIAL TACTICAL GUARDING INCLUDING ARMED RESPONSE (SERVICE TYPE 2) - URBAN**

DESCRIPTION OF SERVICE PER OFFICER		BID PRICE IN SA CURRENCY (INCL VAT) - URBAN YEAR ONE (1)								
		rate per month			rate per day			rate per hour		
Shift	Rate breakdown	A	B	C/D/E	A	B	C/D/E	A	B	C/D/E
Day Shift	Armed Guard									
Night Shift	Armed Guard									
Day Shift	Armed Response inclusive of vehicle & equipment									
Night Shift	Armed Response inclusive of vehicle & equipment									
Day Shift	Armed Response routine site visit inclusive of vehicle & equipment									
Night Shift	Armed Response routine site visit inclusive of vehicle & equipment									
Day Shift	Dog Handler									
Night Shift	Dog Handler									
Day Shift	Operational Supervisor									
Night Shift	Operational Supervisor									
Day Shift	CCTV Controller									
Night Shift	CCTV Controller									
Day Shift	Control Room Supervisor									
Night Shift	Control Room Supervisor									

The rate for a security officer should be inclusive of the following standard equipment: firearm, baton, torch, uniform, handcuffs, pen, pocket book and a communication device

**B. SPECIAL TACTICAL GUARDING INCLUDING ARMED RESPONSE (SERVICE TYPE 2) - RURAL**

DESCRIPTION OF SERVICE PER OFFICER		BID PRICE IN SA CURRENCY (INCL VAT) - RURAL YEAR ONE (1)								
		rate per month			rate per day			rate per hour		
Shift	Rate breakdown	A	B	C/D/E	A	B	C/D/E	A	B	C/D/E
Day Shift	Armed Guard									
Night Shift	Armed Guard									
Day Shift	Armed Response inclusive of vehicle & equipment									
Night Shift	Armed Response inclusive of vehicle & equipment									
Day Shift	Armed Response routine site visit inclusive of vehicle & equipment									
Night Shift	Armed Response routine site visit inclusive of vehicle & equipment									
Day Shift	Dog Handler									
Night Shift	Dog Handler									
Day Shift	Operational Supervisor									
Night Shift	Operational Supervisor									
Day Shift	CCTV Controller									
Night Shift	CCTV Controller									
Day Shift	Control Room Supervisor									
Night Shift	Control Room Supervisor									

The rate for a security officer should be inclusive of the following standard equipment: firearm, baton, torch, uniform, handcuffs, pen, pocket book and a communication device

**C. GENERAL EQUIPMENT**

Description of Equipment	Bid Price in South African Currency Inclusive of VAT
The following commercially proposed items are requested as and when required and should be priced per unit per month or where otherwise stated	
Guarding response vehicle visits (Rate per kilometer)	R
Bulletproof vest (Tactical officers)	R
Electronic Patrolling System	R
Walkthrough Metal Detectors	R
Handheld Metal Detectors	R
Prefab Security Hut	R
Quad bike	R
Taser per guard	R
Pepper Spray per guard	R
Golf Cart	R
Patrol Vehicle	R
Bicycle	R
Guard Dog	R
Segway	R
Reflective Vest	R

**D. OVERHEADS**

OVERHEADS PERCENTAGE	
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**TOTAL FOR A AND B**

Salaries	Urban (A)	Rural (B)
Grade A	R	R
Grade B	R	R
Grade C, D, E	R	R
<b>Total</b>	<b>R</b>	<b>R</b>

**TOTAL FOR A+B+D = E**

TOTAL FOR SERVICE TYPE 2 INCLUDING OVERHEADS	R
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TOTAL FOR SERVICE TYPE 2 INCLUDING OVERHEADS % AND VAT (14%)	R
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Price offer(s) for service type 2 must be carried over to Form of Offer and Acceptance starting on page 31 of this document.

**A. – SECURITY ANALYSIS / SECURITY ASSESSMENT (SERVICE TYPE 3)**

<b>BID PRICE IN SA CURRENCY (INCL VAT) - URBAN YEAR ONE (1)</b>		
<b>Unit</b>	<b>Rate Breakdown</b>	<b>Rate</b>
Per hour	Security analyst/assessor, Grade A PSIRA registered and appropriately qualified and experienced to provide security analysis/assessment services and reports. Payable in addition to assessment below as applicable	
Per assessment	Inspection on site, gathering of information, analysis/assessment of information, preparation of report, delivery and presentation to the <i>Employer</i> : Grade A	

<b>BID PRICE IN SA CURRENCY (INCL VAT) - RURAL YEAR ONE (1)</b>		
<b>Unit</b>	<b>Rate Breakdown</b>	<b>Rate</b>
Per hour	Security analyst/assessor, Grade A PSIRA registered and appropriately qualified and experienced to provide security analysis/assessment services and reports. Payable in addition to assessment below as applicable	
Per assessment	Inspection on site, gathering of information, analysis/assessment of information, preparation of report, delivery and presentation to the <i>Employer</i> : Grade A	

**B. OVERHEADS**

<b>OVERHEADS PERCENTAGE</b>	
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**TOTAL FOR A+B = C**

<b>TOTAL FOR SERVICE TYPE 3 INCLUDING OVERHEADS</b>	R
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<b>TOTAL FOR SERVICE TYPE 3 INCLUDING OVERHEADS % AND VAT (14%)</b>	R
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Price offer (s) for service type 3 must be carried over to Form of Offer and Acceptance starting on page 31 of this document.

**A. – OFF-SITE MONITORING AND CONTROL ROOM (SERVICE TYPE 4)- URBAN**

DESCRIPTION OF SERVICE PER OFFICER		BID PRICE IN SA CURRENCY (INCL VAT) - URBAN YEAR ONE (1)								
		rate per month			rate per day			rate per hour		
Shift	Rate breakdown	A	B	C/D/E	A	B	C/D/E	A	B	C/D/E
Day Shift	CCTV Controller									
Night Shift	CCTV Controller									
Day Shift	Control Room Supervisor									
Night Shift	Control Room Supervisor									

**B. – OFF-SITE MONITORING AND CONTROL ROOM (SERVICE TYPE 4)- RURAL**

DESCRIPTION OF SERVICE PER OFFICER		BID PRICE IN SA CURRENCY (INCL VAT) - RURAL YEAR ONE (1)								
		rate per month			rate per day			rate per hour		
Shift	Rate breakdown	A	B	C/D/E	A	B	C/D/E	A	B	C/D/E
Day Shift	CCTV Controller									
Night Shift	CCTV Controller									
Day Shift	Control Room Supervisor									
Night Shift	Control Room Supervisor									

**A. GENERAL EQUIPMENT**

Description of Equipment	Bid Price in South African Currency Inclusive of VAT
The following commercially proposed items are requested as and when required and should be priced per unit per month or where otherwise stated	
Electronic Patrolling System	R

**B. OVERHEADS**

OVERHEADS PERCENTAGE	
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**TOTAL FOR A AND B**

Salaries	Urban (A)	Rural (B)
Grade A	R	R
Grade B	R	R
Grade C, D, E	R	R
Total	R	R

**TOTAL FOR A+B+D = E**

TOTAL FOR SERVICE TYPE 4 INCLUDING OVERHEADS	R
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TOTAL FOR SERVICE TYPE 4 INCLUDING OVERHEADS % AND VAT (14%)	R
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Price offer(s) for service type 4 must be carried over to Form of Offer and Acceptance starting on page 31 of this document.

**PROVINCIAL GOVERNMENT OF WESTERN CAPE**

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

1. To give effect to the requirements of the Western Cape Provincial Treasury Instructions, 2012: Supply Chain Management (Goods and Services), Practice Note 4 of 2006 Declaration of Bidders Past SCM Practices-(SDB8), Instruction note Enhancing Compliance Monitoring and Improving Transparency and Accountability in Supply Chain Management SBD 4 Declaration of Interest, Practice Note 2010 Prohibition of Restrictive practices SBD9, 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. All prospective bidders intending to do business with the Institution must be registered on the central supplier database.

3. **Definitions**

**"Bid"** includes a price quotation, advertised competitive bid, limited bid 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, and 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;

**"employee"** means a person employed by the Provincial Government or a provincial public entity, whether permanently or temporarily, including –

- (a) an employee as contemplated in section 8 of the Public Service Act, 1994 (Proclamation 103 of 1994);

***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 registration 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.



- (b) a person appointed in terms of section 12A of the Public Service Act;
- (c) a person transferred or seconded to the Provincial Government or a provincial public entity in terms of section 15 of the Public Service Act; and
- (d) an educator as defined in the *Employment of Educators Act, 1998* (Act 76 of 1998), and includes a member of the board or other controlling body of a provincial 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 or sister, whether such a relationship results from birth, marriage or adoption;

**“intermediary”** means a person through whom an interest is acquired, and includes—

- (a) a person to whom is granted or from whom is received a general power of attorney; and
- (b) a representative or agent;

**“Institution”** means —

Provincial Government of the Western Cape

**“Provincial Government Western Cape (PGWC)”** means

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

**“RWOPS”** means —

Outside the Public Service

Remunerative Work

**“spouse”** means a person's —

- (a) partner in marriage;
- (b) partner in a customary union according to indigenous law; or
- (c) partner in a relationship in which the parties live together in a manner resembling a marital partnership or customary union;

4. Any legal person, including persons employed by the Institution, or their family members, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the

***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 registration 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.

**WCBD 4**

PG, or to their family member, 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; and/or

5. 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.
6. 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.
7. Communication between partners in a joint venture or consortium will not be construed as collusive bidding
8. 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**

<b>A1.</b>	Name of the Entity	
<b>A2.</b>	Entity registration Number (where applicable)	
<b>A3.</b>	Entity Type	
<b>A4.</b>	Tax Reference Number	

**A5 . 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.**

**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 registration 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.

**TABLE A**

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

**SECTION B: DECLARATION OF THE BIDDER'S INTEREST**

*To disclose relationships between the bidding entity and persons listed in Table A and any employees of the Institution; and to restrict business interest of Institution employees' according to paragraph 3.8 of the Western Cape Provincial Treasury Instruction 2012, (Supply Chain Management Goods and Services), bidding entity must give the following details. An Institution employee taking remunerative work outside public enterprise should first obtain necessary approval (RWOP), failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.*

<p><b>B1.</b></p>	<p>Are any persons listed in Table A employees of the Institution? <b><i>(If yes, complete Table B and attach "RWOP")</i></b></p>	<table border="1"> <tr> <td>NO</td> <td>YES</td> </tr> </table>	NO	YES
NO	YES			
<p><b>B2.</b></p>	<p>Are any employees of the entity also employees of the Institution? <b><i>(If yes complete Table B and attach "RWOP")</i></b></p>	<table border="1"> <tr> <td>NO</td> <td>YES</td> </tr> </table>	NO	YES
NO	YES			
<p><b>B3.</b></p>	<p>Are any family members of the persons listed in Table A employees of the Institution? <b><i>(If yes complete Table B)</i></b></p>	<table border="1"> <tr> <td>NO</td> <td>YES</td> </tr> </table>	NO	YES
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 INSTITUTION EMPLOYEE	IDENTITY NUMBER	PROVINCIAL DEPARTMENT/ ENTITY OF EMPLOYMENT	DESIGNATION / RELATIONSHIP TO BIDDER**	INSTITUTION EMPLOYEE NO./PERSAL NO. (Indicate if not known)

**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 with the Institution.

<b>C1.</b>	Did the entity conduct business with the Institution in the last twelve months? <i>(If yes complete Table C)</i>	<table border="1"><tr><td>NO</td><td>YES</td></tr></table>	NO	YES
NO	YES			

**C2. Table C**

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

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

<b>C3.</b>	Is the entity or its principals listed on the National Database as companies or persons prohibited from doing business with the public sector?	<table border="1" style="display: inline-table;"> <tr> <td style="width: 50px;">NO</td> <td style="width: 50px;">YES</td> </tr> </table>	NO	YES
NO	YES			
<b>C4.</b>	<p>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)?</p> <p><i>(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.)</i></p>	<table border="1" style="display: inline-table;"> <tr> <td style="width: 50px;">NO</td> <td style="width: 50px;">YES</td> </tr> </table>	NO	YES
NO	YES			
<b>C5.</b>	If yes to C3 or C4, were you informed in writing about the listing on the database of restricted suppliers or Register for Tender Defaulters by National Treasury?	<table border="1" style="display: inline-table;"> <tr> <td style="width: 50px;">NO</td> <td style="width: 50px;">YES</td> </tr> </table>	NO	YES
NO	YES			
<b>C6.</b>	Was the entity or persons listed in Table A convicted for fraud or corruption during the past five years in a court of law (including a court outside the Republic of South Africa)?	<table border="1" style="display: inline-table;"> <tr> <td style="width: 50px;">NO</td> <td style="width: 50px;">YES</td> </tr> </table>	NO	YES
NO	YES			

**SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT**

*The form should be signed by a duly authorised representative of the entity before a commissioner of oaths.*

I, ..... hereby swear/affirm;

i. that the information disclosed above is true and accurate;

ii. that I understand the content of the document;

iii. the entity undertakes to independently arrive at any offer at any time to the Institution without any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be no consultations, communications, agreements or arrangements with any

competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to the Institution.

iv. that the entity or its representative are aware of and undertakes not to disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the awarding of the contract.

\_\_\_\_\_

DULY AUTHORISED REPRESENTATIVE'S

SIGNATURE

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

1.1 Do you know and understand the contents of the declaration?

ANSWER: .....

1.2 Do you have any objection to taking the prescribed oath?

ANSWER: .....

1.3 Do you consider the prescribed oath to be binding on your conscience?

ANSWER: .....

1.4 Do you want to make an affirmation?

ANSWER: .....

2. I certify that the deponent has acknowledged that he/she knows and understands the contents of this declaration, which was sworn to/affirmed before me and the deponent's signature/thumbprint/mark was place thereon in my presence.

.....

SIGNATURE

FULL NAMES

Commissioner of Oaths

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

Date: .....Place .....

Business Address: .....

**WCBD 6.1**

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 AND CODES OF GOOD PRACTICE**

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 BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT AND THE CODES OF GOOD PRACTICE.**

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**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; ***(Therefore in the context of the 2017 regulations "bidder" and "tenderer" have the same meaning***
- 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 **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specification as set out in the tender documents;
- 1.13 **"Large Enterprise"** is any enterprise with an annual total revenue above R50 million;
- 1.14 **"non-firm prices"** means all prices other than "firm" prices;
- 1.15 **"person"** includes a juristic person;
- 1.16 **"price"** includes all applicable taxes less all unconditional discounts;
- 1.17 **"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.
- 1.18 **QSE** is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million;
- 1.19 **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of the tender invitation;
- 1.20 **"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;
- 1.21 **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);
- 1.22 **"the Regulations"** means the Preferential Procurement Regulations, 2017;
- 1.23 **"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;

1.24 **“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

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

**2. GENERAL CONDITIONS**

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

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

2.2 Preference point system for this bid:

(a) The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable; or

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:

	<b>POINTS</b>
<b>PRICE</b>	90
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	10
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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

2.6 The purchaser 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 purchaser.

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 Subject to Regulation 11 of the Regulations, 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 When functionality is part of the evaluation process and two or more bids have scored equal total points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest –points for functionality.
- 3.7 Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.

### 4. POINTS AWARDED FOR PRICE

#### 4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

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

**80/20**

**or**

**90/10**

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of tender under consideration

$P_{\min}$  = Price of lowest acceptable tender

### 5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 5.1 In terms of Regulation 6 (2) and 7 (2) of the Regulations preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

- 5.2 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.
- 5.3 A **QSE that is less than 51% (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.
- 5.4 A **QSE that is at least 51% 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.
- 5.5 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.
- 5.6 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.
- 5.7 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.
- 5.8 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.9 A tenderer may not be awarded points for B-BBEE status level of contributor if the bid documents indicate that the tenderer intends sub-contracting more than 25% of the value of the contract to any other person not qualifying for at least the points that such a tenderer qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

5.10 A tenderer awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

**6. BID DECLARATION**

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

**7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPH 5**

7.1 B-BBEE Status Level of Contribution..... = ..... *(maximum of 10 points)*

*(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 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.*

**8. SUB-CONTRACTING**

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

8.1.1 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. DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/ entity: .....

9.2 VAT registration number: .....

9.3 Company Registration number: .....

**9.4 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 130 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 9.1 (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 9.4 (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% of its annual turnover.**
  
- (e) The purchaser may, if it becomes aware that a bidder may have obtained its B-BBEE status level of contribution on a fraudulent basis, investigate the matter. Should the investigation warrant a restriction be imposed, this will be referred to the National Treasury for investigation, processing and imposing the restriction on the National Treasury's List of Restricted Suppliers. The bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, may be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied.**
  
- (f) The purchaser may, in addition to any other remedy it may have –**
  - (i) disqualify the person from the bidding process;**
  - (ii) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;**

- (iii) *cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation; and*
- (iv) *forward the matter for criminal prosecution.*

(g) *The information furnished is true and correct.*

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

**SIGNATURE(S) OF THE BIDDER(S):** .....

**DATE:** .....

**ADDRESS:** .....

.....

**WITNESSES:**

1. ....

2. ....

## **Contract Form: Purchase of Goods and Services**

### **Part 1 (to be filled in by the Supplier)**

The WCPT, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of: Bid No: **WCPT-TR 01/2017/2018**

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

The tenderer confirms that he has satisfied himself as to the correctness and validity of his bid; that the price(s) and rate(s) quoted cover all the services 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 his own risk. The tenderer 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 tenderer deemed to be duly authorised, signing this part of this Contract Form, the tenderer 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 the *conditions of contract*.

**PLEASE NOTE: This is a multi-regional contract making provision for separate tender offer(s) per area as specified in the breakdown below and in the Service Information. Tenderers may submit an offer or multiple offers for any region according to his presence in a region. Only one tender document (this document) is required for the submission of any and all offers made, by filling in the offer amount(s) in the appropriate space/s provided, and marking the remainder "Not Applicable".**

**URBAN AREA: SERVICE TYPE 1: NORMAL PHYSICAL GUARDING**

**THE TOTAL PRICE OFFER FOR THIS REGION IN THIS CONTRACT INCLUSIVE OF VALUE ADDED TAX IS:** *(if no offer for this region, mark as NOT APPLICABLE)*

.....

.....Rand (in words);

R..... (in figures).

**URBAN AREA: SERVICE TYPE 2: SPECIAL TACTICAL GUARDING (Including Armed Response)**

**THE TOTAL PRICE OFFER FOR THIS REGION IN THIS CONTRACT INCLUSIVE OF VALUE ADDED TAX IS:** *(if no offer for this region, mark as NOT APPLICABLE)*

.....

.....Rand (in words);

R..... (in figures).

**URBAN AREA: SERVICE TYPE 3: SECURITY ANALYSIS/SECURITY ASSESSMENT**

**THE TOTAL PRICE OFFER FOR THIS REGION IN THIS CONTRACT INCLUSIVE OF VALUE ADDED TAX IS:** *(if no offer for this region, mark as NOT APPLICABLE)*

.....

.....Rand (in words);

R..... (in figures).

**URBAN AREA: SERVICE TYPE 4: OFF SITE MONITORING AND CONTROL ROOM**

**THE TOTAL PRICE OFFER FOR THIS REGION IN THIS CONTRACT INCLUSIVE OF VALUE ADDED TAX IS:** *(if no offer for this region, mark as NOT APPLICABLE)*

.....

.....Rand (in words);

R..... (in figures).

**The Form of Offer must be signed by the tenderer in the signature block on page 34 of this document, failure of which will invalidate the tender**



**RURAL AREA: SERVICE TYPE 1: NORMAL PHYSICAL GUARDING**

**THE TOTAL PRICE OFFER FOR THIS REGION IN THIS CONTRACT INCLUSIVE OF VALUE ADDED TAX IS:** *(if no offer for this region, mark as NOT APPLICABLE)*

.....

.....Rand (in words);

R..... (in figures).

**RURAL AREA: SERVICE TYPE 2: SPECIAL TACTICAL GUARDING (Including Armed Response)**

**THE TOTAL PRICE OFFER FOR THIS REGION IN THIS CONTRACT INCLUSIVE OF VALUE ADDED TAX IS:** *(if no offer for this region, mark as NOT APPLICABLE)*

.....

.....Rand (in words);

R..... (in figures).

**RURAL AREA: SERVICE TYPE 3: SECURITY ANALYSIS/SECURITY ASSESSMENT**

**THE TOTAL PRICE OFFER FOR THIS REGION IN THIS CONTRACT INCLUSIVE OF VALUE ADDED TAX IS:** *(if no offer for this region, mark as NOT APPLICABLE)*

.....

.....Rand (in words);

R..... (in figures)

**RURAL AREA: SERVICE TYPE 4: OFF SITE MONITORING AND CONTROL ROOM**

**THE TOTAL PRICE OFFER FOR THIS REGION IN THIS CONTRACT INCLUSIVE OF VALUE ADDED TAX IS:** *(if no offer for this region, mark as NOT APPLICABLE)*

.....

.....Rand (in words);

R..... (in figures).

**The Form of Offer must be signed by the tenderer in the signature block on page 34 of this document, failure of which will invalidate the tender.**

One or more of the above offer amounts may be accepted by the WCPT by indicating the area/s and service type/) for which the offer/s is/are accepted and signing Part 2 of this Contract Form, and returning one copy of this document to the tenderer before the end of the period of validity stated in the Tender Document whereupon the tenderer becomes the *Supplier* for the accepted region/s only.

**NOTE: The total price offers for the regions in this contract are only used for tender evaluation and comparison purposes. Therefore, if the WCPT accepts by signing Part 2 of this Contract Form, the amount/s above shall revert to NIL and the awarded contract price offer for each region shall become "RATES ONLY", in accordance with the pricing schedule for this contract.**

**For the tenderer:**

**AUTHORISED SIGNATURE OF TENDERER**

Name: .....

Capacity: .....

Name and address of organisation: .....

.....

Name and signature of witness: .....

.....

Date: .....

**Part 2 (to be filled in by the WCPT)**

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

Acceptance of offer for region:		YES/NO	Employer's Initial if YES
Urban	Service 1; Normal Physical Guarding		
	Service2: Special Tactical Guarding (Including Armed Response)		
	Service type 3: Security Analysis/Security Assessment		
	Service type 4: Off-Site Monitoring and Control Room		
Rural	Service type 1: Normal Physical Guarding		
	Service type 2: Special Tactical Guarding (Including Armed Response)		
	Service type 3: Security Analysis/Security Assessment		
	Service type 4: Off-Site Monitoring and Control Room		

**For the Employer:** WESTERN CAPE PROVINCIAL TREASURY  
4 Dorp Street  
Cape Town  
8000

<b>SIGNATURE OF Employer</b>

Name: .....

Capacity: .....

Name and signature of witness: .....

.....

Date: .....

## **TERMS OF REFERENCE**

# **FRAMEWORK AGREEMENT FOR THE TRANSVERSAL PROVISION OF SECURITY SERVICES TO WESTERN CAPE GOVERNMENT**

For the period 1 April 2018 to 31 March 2021

**SECTION A: BIDDING PROCEDURES**

**1 INVITATION TO BID**

- 1.1 The Western Cape Government via the Provincial Treasury (refer to as the WCPT hereafter), hereby invites bids for **WCPT-TR 01/2017/2018** to participate in a multi-regional, multi service transversal framework agreement (refer to as the agreement hereafter) with the Western Cape Government for the provision of security services within the Western Cape on an "as instructed" basis for a period three (3) years, with the option to extend for a period of one (1) year.
- 1.2 The bidder may submit a bid for one or more Service Types in one or more of the regions, according to their competencies and business presence in those regions.
- 1.3 Preferences are allocated to bidders for Broad-Based Black Economic Empowerment status level of contribution.
- 1.4 Bids are available as follows:
- (i) for download from the e-tender portal at [www.etendersportal.gov.za](http://www.etendersportal.gov.za) ;
  - (ii) The Supply Chain Management Unit  
Western Cape Provincial Treasury  
Att: Supply Chain Manager  
Tower Block, First Floor  
4 Dorp Street  
CAPE TOWN
- 1.5 The closing date and time for bids is **11:00 on 15 December 2017. No emailed or faxed submissions will be accepted. Late submissions will result in disqualification of the bid -.**
- 1.6 Bids must be submitted in a sealed envelope addressed as follows:  
Bid Number: **WCPT -TR 01/2017/2018**  
Description: **FRAMEWORK AGREEMENT FOR THE TRANSVERSAL PROVISION OF SECURITY SERVICES TO THE WESTERN CAPE GOVERNMENT FOR A PERIOD OF THREE (3) YEARS, WITH THE OPTION TO EXTEND FOR ONE (1) YEAR.**
- 1.7 Bids may be deposited in the bid box marked "Provincial Treasury" situated at:  
**Ground Floor (Foyer)**  
**4 Dorp Street (c/o Dorp & Keerom Street)**  
**CAPE TOWN**
- Or if the bid document is too bulky to be deposited through the slot opening of the bid box, be sent by courier service for hand delivery to:  
**The Supply Chain Management Unit – Western Cape Provincial Treasury**  
**For Attention: The Supply Chain Manager**

**Tower Block, 1<sup>st</sup> Floor  
4 Dorp Street  
CAPE TOWN**

1.8 Enquiries in respect of this bid may be directed to the following persons:

**Technical Enquiries:**

Denzil Samuels

Email Address: [Denzil.Samuels@westerncape.gov.za](mailto:Denzil.Samuels@westerncape.gov.za)

Telephone: 021 483 5861

**Administrative Enquiries:**

Mark Phillips

Email Address: [Mark.Phillips@westerncape.gov.za](mailto:Mark.Phillips@westerncape.gov.za)

Telephone: 021 483 4472

**2 INFORMATION TO BIDDERS**

2.1 This bid is for a multi-regional, multi-service type framework agreement where the services to be rendered under this agreement will be located in different regions (known as District Municipalities) of the Western Cape Province. The Bidder may submit a bid for one or more service types in one or more of the regions, according to his competencies and business presence in those regions.

2.2 Bidders are required to provide the following compulsory documents which need to be fully completed, signed where applicable and returned in order to submit a compliant bid. Failure to meet the compulsory requirements, whilst taking into consideration paragraph 2.3, **WILL** lead to disqualification of the bid.

NO.	RETURNABLE DOCUMENT	DESCRIPTION
1.	WCBD 1	Invitation to Bid
2.	WCBD 3.1	Pricing Schedule
3.	WCBD 4	Current Declaration of Interest Form
4.	WCBD 6.1	Preference Points Claim Form (90/10)
5.	B-BBEE Certificate/Sworn Affidavit attested by a Commissioner of Oaths	Provide Certified Copy
6.	Current and valid PSIRA registration certificate	Provide Certified Copy
7.	Current and valid PSIRA Letter of Good Standing (certified copy)	Provide Certified Copy

**Bid no. WCPT-TR 01/2017/2018**

<b>8.</b>	Current and valid COIDA Letter of Good Standing (certified copy)	Provide Certified Copy
<b>9.</b>	Current and valid Private Security Fund Provident Fund Letter of Good Standing	Provide Certified Copy
<b>10.</b>	Current and valid Public Liability Insurance Fund Document or Letter of Intent to obtain insurance	Provide Certified Copy or applicable Letter of intent
<b>11.</b>	Letter of Good Standing from the companies' financial institution	Provide Certified Copy  Letter to be dated within a three (3) month period prior to bid closure.
<b>12.</b>	Form of Offer and Acceptance	Signed form

2.3 Notwithstanding the contents of paragraph 2.2; if a bidder is currently registered on the Western Cape Supplier Database and there is a valid tax clearance certificate, combined WCBD 4 and B-BBEE Certificate/ Sworn Affidavit attested to by a Commissioner of Oaths available on the WCSD; it is not necessary to submit the document listed under points 3, 4, 5 in above table with the Bid provided that the documents are on the database and valid at the time of bid closure.

2.4 Bidders must furnish all the information required for each returnable document with the indicated amount of detail to ensure compliancy of the bid with responsiveness criteria. Returnable documents left blank without any indication of response by the bidder to the requested information in the returnable document will be taken as an omission of the requested information.

2.5 Bidders must ensure that their bids are responsive by completing and signing all relevant standard bidding documents (WCBD). Bidders should not use corrective fluid on any documents submitted. 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.

2.6 Bids submitted by Joint Ventures of two or more companies must be accompanied by the document of formation of the Joint Venture, authenticated by a notary public or other official deputed to witness sworn affidavits 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 companies forming the Joint Venture and any other information necessary to permit a full appraisal of its functioning.



- 2.7 Bidders must submit the Bid in one (1) original hard copy format and include an electronic copy for each pricing proposal in Excel format for tabular information and PDF for any text documents on a CD/DVD, labelled as per the instruction in paragraph 1.6 of this document.
- 2.7.1 The pricing data captured in Excel format and submitted electronically must be an exact copy of the pricing schedules submitted in hard copy as part of the bid submission.
- 2.7.2 The pricing proposal submitted in Excel format on a CD/DVD, should be clearly marked with the bid number and bidder's name.
- 2.8 In the event that a hard copy of the bid document is not received on or before the closing date and time, the bid will be invalidated.
- 2.8.1 In the case of inconsistency between the electronic and hard copy submissions, the hard copy submission will prevail.
- 2.8.2 The original hard copy of the bid response will serve as the legal bid document.

### **3 PRICING INSTRUCTIONS**

- 3.1 It is expected that the Service Provider shall pay its employees at least a minimum monthly basic wage as prescribed in the relevant Government Gazette relating to Sectorial Determination 6: Private Security Sector issued annually with effect from 01 September and any other relevant legislative prescripts.
- 3.2 The WCG reserves the option to balance the rates and prices offered for any Service Type by compiling an averaged set of common rates and prices that would apply across the board to all the Service providers for that region and Service Type during the execution of this framework.
- 3.2.1 If the WCG opts to execute the aforementioned option, service providers will be provided an opportunity to accept or reject the calculated average price on condition that the offer is not below the latest PSiRA regulated rates, as prescribed by the Department of Labour. Service Providers who rejects the calculated average price will not be included on this framework agreement.
- 3.3 The Service Provider will be paid for the requested service, an amount in accordance with the accepted average price, as calculated and equal to the lump sum of the total service, inclusive of VAT.
- 3.3.1 Those items for which a total price cannot be pre-calculated and for which a rate is requested, e.g. rate / km, service providers will be compensated an amount calculated by multiplying the quantity completed by the specific rate.
- 3.3.2 For those instances where services or items, which are not transversally required as part of a security service, for example the provision of a guard house, service providers will be compensated the amount as quoted and described as general equipment on the pricing schedule.
- 3.4 This is a lump sum and rates form of contract where the services likely to be encountered are listed and priced in the Pricing Schedule.
- 3.5 The units of measurement described in the Pricing Schedule metric units abbreviated as follows:

<b>Abbreviation</b>	<b>Unit</b>
%	percent
H	hour
Km	kilometre
No.	number
Prov sum	provisional sum
PC-sum	prime cost sum
R/only	Rate only
Sum	Lump sum
W/day	Amount of hours worked per day

3.6 For the purpose of the Pricing Schedule, the following words have the meanings hereby assigned to them:

<b>Unit:</b>	The unit of measurement for each item of work as defined in the relevant Standards cope of Work - stated in the Service Information of this document.
<b>Quantity:</b>	The number of units of work for each item.
<b>Rate</b>	The agreed payment per unit of measurement.
<b>Price</b>	The product of the quantity and the agreed rate for an item including VAT.
<b>Sum or Lump sum</b>	An agreed amount for an item, the extent of which is described in the Pricing Schedule but the quantity of work of which is not measured in any units.

3.7 Instructions to do work or how it is to be done are not included in the Pricing Schedule but in the Service Information. The Pricing Schedule is only a pricing document.

3.8 The WCPT has identified the items that are to be priced in the Pricing Schedule. (See WCBD 3.1 document at page 5)

- 3.9 Framework Agreements do not specify or guarantee any quantum of work at the bidding stage, and the financial offer of this bid is a representative amount for bid evaluation purposes only. It does not reflect the actual value of any work to be done during the Framework Agreement contract period.
- 3.10 **Pricing Schedule**
- 3.10.1 The rates and prices offered by the bidder must be physically written into the pricing schedule of the bid document, completed in full and signed. Failure to do so will disqualify the bid.
- 3.11 Bidders must return a fully priced Pricing Schedule for each service type and area they are currently able to perform. Pricing must be in accordance with the developed PSiRA areas, namely Urban and Rural.
- 3.12 Areas and Service Types which the bidder does wish to bid for must be marked "Not Applicable" in this Pricing Schedule.
- 3.13 **All items in the Pricing Schedule must be priced, subject to the following:**
- a) Where pricing for any item is intentionally included in the rate or Price of another item, this must in every instance be clearly indicated so and cross-referenced to the item in question in the Pricing Schedule. Bids showing unpriced items without due reference to where the omitted prices are included in other items in the Pricing Schedule, will result in the disqualification of the bid.
- b) Summarising parts or sections of the Pricing Schedule into single lump sums or rates without providing the breakdown of pricing of items as per the Pricing Schedule, is not acceptable and will result in disqualification of the bid -.
- c) Where an item is encountered against which no Price or rate is entered and it can be reasonably attributed to error on the part of the bidder that item will be treated as covered by other Prices or rates in the Pricing Schedule.
- d) Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words will govern.
- e) Where there is an error in the line items total resulting from the product of the unit rate, the rate shall govern and the line item total shall be corrected.
- 3.14 Bid submissions with alterations/corrections not in compliance with the requirements as described above as well as in paragraph 2.5, will result in disqualification of the bid.
- 3.15 The bidder's prices in the Pricing schedule of this document constitute his Framework quotation information which is to be used for all future quotations for call-offs under the Framework during the set contract term, should he be successfully appointed as a Service provider under this Framework.
- 3.16 **Annual Price Adjustment**
- 3.16.1 Where applicable the annual price adjustment will be effective on 1 September and be based on the Sectorial Determination 6: Private Security Sector, issued in terms of Section 56(1) of the Basic Conditions of Employment Act 75 of 1997 as amended from time to time.

**4 THE BID CONDITIONS**

**4.1 General conditions of bid**

4.1.1 This bid and all contracts emanating there from will be subject to the Government Procurement General Conditions of Contract (refer to as the GCC hereafter), July 2010, published by National Treasury. The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. The Terms of Reference of this bid, the bidder offer, the GCC and the Service Level Agreement (refer to as the SLA hereafter) will form part of this agreement. Where, however, the Special Conditions of Contract (refer to as the SCC hereafter) are in conflict with the GCC, the SCC will prevail.

4.2 The WCG and all service providers participating in the Transversal Framework Agreement must comply with the bid conditions. They shall discharge their duties and obligations as set out in these bid conditions, timeously and with integrity and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

4.3 Bidders may not submit a bid without having a firm intention and the capacity to proceed with the contract.

4.4 The WCPT may accept or reject any bid offer and may cancel the bid process and reject all bids at any time before the formation of a contract, due to the following reasons inter alia:

4.4.1 Changed circumstances and there is no longer a need for the services specified in the invitation;

4.4.2 Funds are no longer available to cover the total envisaged expenditure;

4.4.3 No acceptable tender is received and;

4.4.4 There is a material irregularity in the tender process.

4.5 The WCPT shall not accept or incur any liability to a bidder for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

4.6 It is a condition of the bid that bidders are registered OR become registered on the following databases at the time of the award of the bid:

(a) Western Cape Supplier Database (WCSD); and

(b) Central Supplier Database (CSD)

4.7 Enquiries regarding the registration process may be referred to Ariba SAP at the Western Cape Supplier Helpdesk on 0861225577 or (021) 680 4666/ [supplierdatabase@ariba.com](mailto:supplierdatabase@ariba.com) / Fax: (021) 441 1288. All service providers who are currently registered on the WCSD are also invited to update their status by contacting the Western Cape Supplier Helpdesk.

4.8 All prospective bidders who are not registered on the Central Supplier Database (CSD) are requested to self-register on [www.csd.gov.za](http://www.csd.gov.za). Should service providers require assistance with the registration process it may contact Malibongwe Vusani on 021 483 4712.

4.9 Bidders must ensure that their documents are current and valid on the CSD as well as WCSD at the time of the award of the Framework Agreement and remain valid during the call-off stage.

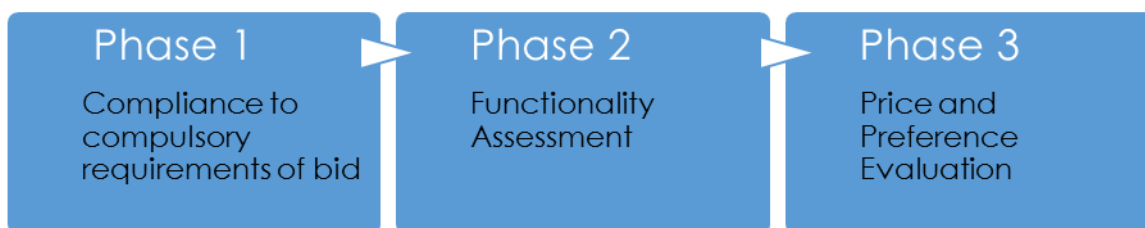
4.10 Failure to be actively registered on both databases (WCSD & CSD) at the time **of award of the Framework Agreement will result in the disqualification of the bid.**

4.11 **Special condition of bid**

4.11.1 It is a condition of this bid that bidders must be duly PSIRA registered and that all the required current and valid documentary proof in this regard is provided with the bid. **Failure to do so will result in the disqualification of the bid.**

**5 BID EVALUATION PROCESS**

5.1 The procedure for the evaluation of responsive bids will be as follows:



5.2 **PHASE 1: COMPLIANCE TO COMPULSORY REQUIREMENTS OF BID**

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

5.3 **PHASE 2: FUNCTIONALITY ASSESSMENT**

5.3.1 **Functionality** in terms of this bid means the ability of a bidder to provide services in accordance with the scope of the work as set out in the bid documents. Functionality takes into account quality, reliability, viability and durability of a service and the bidder's technical capacity and ability to execute a contract.

5.3.2 For the purpose of this bid, functionality will be determined by way of an operational assessment. The operational assessment will be done in terms of an evaluation performed by the Department of Community Safety (DoCS) according to the criteria in the Operational Assessment hereto attached as **Appendix A.**

5.3.3 The Department of Community Safety (DoCS) reserves the right to conduct personal visits at the premises of prospective bidders and those of the references provided by prospective bidders, to assess the operational capabilities of bidders in terms of the Functionality Assessment criteria applicable to this bid. For this purpose, all suppliers are to complete the WCBD 3.1 form with address details of all their offices from where they provide a security service which should be considered to be included on this framework.

5.3.4 Service providers will achieve a functionality assessment score per security service type which is then converted to a risk rating that will enable WCG to make an informed decision as to the level of expected service and the risk tolerance that the WGC is willing to absorb.

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

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

FUNCTIONALITY SCORE	SUPPLIER RISK RATING
0-60%	High Risk
61-80%	Medium Risk
81-90%	Low Risk
91-100%	Very Low Risk

- 5.3.6 The operational assessment will result in a process of elimination in respect of qualifying service providers with all service types have a minimum qualifying score of 61%, and will be categorised per service type in each area and to the WCG’s acceptable supplier risks tolerance categories of medium, low and very low.
- 5.3.7 Bidders who do not meet these respective minimum qualifying scores (i.e. high risk category) will not be considered for further evaluation.
- 5.3.8 The WCG reserves the right to assign a call-off to a service provider assessed to have a higher risk rating than that of the WCG facility at which the service is to be rendered, as demonstrated below:

**Table 2:** Risk Comparison Chart

SERVICE PROVIDER RISK RATING		WCG FACILITY RISK RATING				
0-40%	Very High Risk		No - Supplier Development			
41-60%	High Risk		No - Supplier Development			
61-70%	Medium Risk	→	Low Risk			
71-80%	Low Risk	→	Low Risk	Medium Risk		
81-90%	Low Risk	→	Low Risk	Medium Risk	High Risk	
91-100%	Very Low Risk	→	Low Risk	Medium Risk	High Risk	Extreme High Risk

- 5.3.9 Service Providers achieving a score between 61% and 70%, will only be considered for facilities with a low risk rating.
- 5.3.10 Service Providers achieving a score between 71% and 80%, will be considered for facilities with a low and medium risk rating.
- 5.3.11 Service Providers achieving a score between 81% and 90%, will be considered for facilities with a low, medium and high risk rating.
- 5.3.12 Service Providers achieving a score of 91% and higher, will be considered for facilities with a low, medium, high and extreme high risk rating.

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

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

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

5.4 **PHASE 3: PRICE AND PREFERENCE EVALUATION**

5.4.1 During this phase, all bids that have achieved the minimum qualifying score for Functionality (61%) per service type and the WCG's supplier risk rating tolerance categories, as indicated at paragraph 5.3.6 above, will be further evaluated in terms of price and the preference points system.

5.4.2 Preference points shall be awarded as follows:

- Price= Maximum 90 points
- B-BBEE Status Level of contribution= Maximum 10 points

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

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

5.4.5 Taking into consideration paragraph 5.4.3 and 5.4.4 above, bidders will be categorised in terms of the functionality assessment and ranked from the highest to the lowest total preference points scored.

5.4.6 Ranking and Rotation procedure to follow is further described under paragraph 7.4.2.

## **SECTION B: CONTRACT INFORMATION**

### **6 FRAMEWORK AGREEMENT: OBJECTIVE AND OPERATION**

- 6.1 The objective of the envisaged framework agreement is to enable the WCG to appoint one or more service provider(s) to execute a service over the term of the Framework Agreement on an "instructed basis", within its defined scope. The goal of the approach is to streamline the procurement of security services from the open market in order to fulfil WCG's strategic objectives, while maintaining transparency, fairness and equitability in the procurement process.
- 6.2 Framework agreements are agreements with service providers which set out the terms and conditions under which specified services may be procured during the period of the agreement. Such framework agreements do not constitute a contract or guarantee of work but rather sets out the terms and conditions for specific purchases which are known as call-offs. A contract is only concluded once a call-off has been awarded. The WCG will issue call-offs for the execution of work during the set term of the Framework Agreement.
- 6.3 A call-off is the award of a single service to be performed at an institution within a specific region, service type and risk rating profile. A call-off can also be issued for multiple sites provided their risk ratings are the same.
- 6.4 The Framework Agreement constitutes the appointment of more than one service provider per security service type per region of the Western Cape.
- 6.5 Notwithstanding the contents of paragraph 6.4, it is foreseen that there may be instances where it would not be practical to select multiple service providers across service types to execute a single call-off. In such cases the WCG reserves the right to select service providers that are registered across more than one service type within a specified region.
- 6.6 No guarantees are made by the WCG that the service providers on the Framework Agreement will be issued with a minimum number of calls-offs during the set term of the Agreement.
- 6.7 If the WCG exercises the option to balance the rates and prices offered for any Service Type by compiling an averaged set of common rates and prices, a Framework Agreement shall be concluded with those selected bidders for each region and Service Type who accept the average common pricing schedule for that region and Service Type. The average prices will be calculated by averaging the salary rates and overheads quoted by the successful bidders for each service type per region.
- 6.8 The Framework Agreement will be available for use by the Provincial Departments of the WCG and other organs of state. In terms of existing supply chain management legislation, it would be permissible for other organs of state to request to utilise the Framework Agreement ("piggy back" off the Agreement), but only to the extent that the requirement conforms to the scope of the Framework Agreement. In the event of such requests, it would however be subject to the approval of the Provincial Treasury and all of the service providers awarded to the Framework Agreement.



- 6.9 The WCG wish to ensure that the security services provided for under the Framework Agreement represent value for money and as such reserve the right to negotiate pricing (multi-source bidding) where multiple sites are clustered under a single call-off provided that the rates are in line with the relevant PSIRA regulated rates. Clustering of sites will be in accordance to the risk rating of the institutions whereby institutions with the same risk rating and service type per region will be grouped accordingly. Multi source bidding can also be done on single sites.
- 6.10 No undertaking or any form of statement, promise, representation or obligation shall be deemed to have been made by the WCPT or any of the provincial departments listed herein, in respect of the quantities and values of the Services to be ordered by them pursuant to this Framework Agreement.
- 6.11 Being appointed to this framework agreement would not confer an exclusive right to supply on service providers or guarantee that a service provider will receive any work at all under the Framework Agreement.
- 6.12 The Framework Agreement will enable provincial departments (including the Provincial Treasury), to award contracts (call-offs) on an instructed basis for the specified services with service providers awarded onto the framework agreement.
- 6.13 Provincial departments may conclude call-off contracts through direct award (without any re-opening of competition) or by the multi-source bidding process. This decision would be based on the overarching principles of best value and best serving the strategic objectives of the Western Cape Government.
- 6.14 No call-off may exceed the term of this framework agreement.
- 6.15 Adding Suppliers to the Framework
- 6.15.1 Annual review of the Framework upon contract anniversary
- 6.15.1.1 Within a period prior to the Framework Contract anniversary date, the WCPT shall review and evaluate the Framework per geographic region or location as applicable, to determine the effective and efficient operation of the Framework in the fulfilment of the strategic objectives of the WCPT. Where circumstances of insufficient Supplier availability are indicated, the WCPT may exercise the option to add Suppliers to the Framework, subject to the following conditions:
- 6.15.1.1 The Framework's pricing is such that all Suppliers are remunerated in accordance with a Pricing schedule comprising uniform rates and prices which are the same for all, failing which competitive pricing and value for money compared to that of other existing Suppliers be clearly demonstrated and documented;
- 6.15.1.2 All added Suppliers are contracted under the same conditions of contract as the other existing Suppliers and are remunerated in accordance with the same Framework Price Schedule.
- 6.15.2 Ad hoc occurrences
- 6.15.2.1 If circumstances of insufficient Supplier availability arise or prevail at any other time during the Service Period which are deemed by the WCPT to threaten or impair the effective and efficient operation of the Framework in the fulfilment of the strategic objectives of the WCPT in any particular geographical region or location, the WCPT may exercise the option to add Suppliers to the Framework in that region or location as an ad hoc occurrence, subject to the same conditions as for annual Framework review plus the following:

- 6.15.2.2 Where existing suitable Framework Suppliers 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 Services are required;
- 6.15.2.3 Where no suitable existing Suppliers can be identified to be added to a particular region or location, the WCPT 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.
- 6.15.3 The procedure to be followed for adding Suppliers to the Framework is as follows:
- 6.15.3.1 For existing Suppliers, a contract amendment as per GCC Clause 18, which shall be effected by mutual agreement between the WCPT and Supplier, reduced to writing in an addendum signed by both Parties and added to the Supplier's existing Framework Contract;
- 6.15.3.2 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, and if successful followed by a letter of appointment issued by the WCPT and signature by both Parties of the Framework Contract document, effective for the remainder of the Service Period.

## **7 CALL-OFF MECHANISM**

- 7.1 Once the Framework Agreement is established, departments will be able to procure security services, either through **direct selection/award** or through a **multi-source bidding process** among all those service providers that are found to be eligible to provide the service type (s) in said region(s).
- 7.2 **Direct Selection or Award**
- 7.2.1 Where the terms of the Framework Agreement are deemed to be sufficiently precise in terms of addressing the full scope of the provision of the service, a direct call-off may be made. Service providers will be ranked in accordance with the ranking procedures as explained in paragraph 5.4.5.
- 7.2.2 The Department of Community Safety will advise departments of the service provider which would be next in line for selection based on their ranking.
- 7.2.3 In the event of the service provider not being able to fulfil a requirement, the service provider which is next in line will be selected, until the list is exhausted.
- 7.3 **Multi-source Bidding process (Mini-Competition)**
- 7.3.1 Where the terms of the framework agreement are deemed to not be precise or complete enough for a particular call-off or where the department seeks to award a call off in accordance with paragraph 6.9, a multi-source bidding process will be held with all the service providers on the framework agreement that are eligible (capable) of delivering the service.
- 7.3.2 In such instances the scope of the framework may be refined or supplemented to reflect particular requirements of an institution which were not or could not have been provided for when the framework agreement was established.
- 7.3.3 Service providers may not reduce the quoted price submitted in terms of the PSIRA regulated pricing schedule however service providers may reduce any of the other rates and prices in their quotation information in order to improve the competitiveness of their quotation.
- 7.3.4 In terms of the engagement model foreseen, the end user Department will consult the Department of Community Safety (DoCS) on the risk assessment profile of the relevant institution.

- 7.3.5 DoCS will advise the end user Department of the service providers that are eligible for the respective service type(s) in the relevant region based on the outcome of the matching of a service provider's risk profile to the institution's risk profile.
- 7.3.6 All eligible service providers will be requested in writing to provide quotations in respect of the call-off under this process.
- 7.3.7 The client Department will select and appoint a preferred service provider.
- 7.3.8 Additional factors that will be considered in all call-offs include the ability of a service provider to execute a call-off where the service provider is encumbered by another call-off under this framework agreement, the workload of which is deemed by either WCG or the eligible service provider likely to impair the service provider's ability to undertake and deliver on the proposed call-off, and whether the service provider has a record of unsatisfactory performance during the execution of previous call-offs under this framework agreement.
- 7.4 **Selection execution in terms of the Framework**
- 7.4.1 The WCG executes the act of selection of a Service provider with a written issue of instruction to submit a quotation for a proposed call-off in terms of the Framework, in the form of a prepared request for quotation (RFQ) document for the call-off, a template of which will be provided to all eligible service providers registered on this Framework Agreement.
- 7.4.2 Service providers will be ranked and call-offs will be awarded as follows:
- 7.4.2.1 Initial ranking as per paragraph 5.4.5 above.
- 7.4.2.2 Once a call-off is awarded and accepted, the service provider will move to the bottom of the respective list.
- 7.4.2.3 The next highest ranked service provider will then be eligible for the next call-off within their service type, region and risk rating.
- 7.4.2.4 Once all service providers have been awarded call-offs, service providers will be ranked per contract value within their service type, region and risk rating where the service provider with the lowest contract or call-off value after each award be ranked first and thus be eligible for the next call-off.
- 7.4.3 Selection under the multi-source procedure will work as follows:
- 7.4.3.1 During a multi-source bidding procedure, only service providers who were not awarded a call-off or contract through direct award or a prior multi-source bidding within their service type, region and risk rating at the time, will be considered during this process.
- 7.4.3.2 In the event that all or no service providers within their service type, region and risk rating have been allocated a call-off or contract, then all service providers within the selected group will be eligible for the multi-source bidding process.
- 7.4.3.3 If there is one service provider within their service type, region and risk rating who have not been allocated a call-off or contract, then multi-source bidding will not be applied but award will be through direct award.
- 7.5 **Compliance/Mandatory Reporting**
- 7.5.1 All purchase of service made against call-offs must be reported to the Provincial Treasury and the Department of Community Safety.

**8 THE QUOTATION PROCEDURE**

- 8.1 The WCG gives written instruction to the Service provider to submit a quotation for a proposed call-off, by issuing a RFQ document in either hardcopy or digital format, to the Service Provider.
- 8.2 The Service provider gives written acknowledgement of receipt of the RFQ document.
- 8.3 The quotation enquiry document contains all the relevant forms, the scope of work and related information describing and defining the call-off, including any additional contract information.
- 8.4 If a call-off is subject to a multi-source bidding process (ie competing with quotations from other service providers), this is so stated in the RFQ document.
- 8.5 The Service provider prepares his quotation for the call-off based on his quotation information (the pricing data provided in the Pricing Schedule). The Service provider's rates and prices in his quotation information are binding and apply as the maximum allowable rates and prices quoted for any call-off under this Agreement.
- 8.6 Notwithstanding the contents of paragraph 8.5; if the WCG exercises the option to balance the rates and prices offered for any Service Type by the highest ranked successful bidders selected to be appointed for each region under this framework agreement, resulting in an averaged set of common rates and prices that would apply across the board to all the Service providers for that region and Service Type; the lower of the rates referred to in paragraph 8.5 and the average rates will apply during the execution of this framework.
- 8.7 The Service provider submits his quotation by returning the RFQ document together with any other required documentation or information to the WCG in compliance with the instructions given in the document, on or before the closing date and time. Late or incomplete submissions are not accepted.
- 8.8 The WCG gives reply to the Service provider. If the reply is acceptance of the Service provider's quotation, the WCG signature of the Form of Acceptance in the RFQ enquiry document confirms such acceptance, whereupon the document becomes what is referred to as the call-off order.

**9 MANAGEMENT OF THE FRAMEWORK AGREEMENT**

- 9.1 The Provincial Treasury will be responsible for the overall management of the Framework Agreement and will collect management information from user departments in terms of usage and service levels maintained by service providers, during the tenure of the Framework Agreement.
- 9.2 The Provincial Treasury will establish a framework core management team which would consist of representatives from the Department of Community Safety, the Provincial Treasury and user departments. Quarterly review meetings will be held by the framework core management team to discuss usage of the framework agreement and to receive feedback on the performance of service providers who have been awarded call-off contracts under this framework agreement. Any related risks will also be identified and/or discussed at these meetings. A framework risk register will be developed and maintained for this purpose.

- 9.3 The Provincial Treasury may also extend quarterly review meetings to include service providers where ongoing contract failure or any other risks are observed. It is however primarily envisaged that departments would manage the contract performance in terms of their own call-off contracts and that escalation to the Provincial Treasury would be the exception.
- 9.4 Quarterly review meetings will be scheduled by the WCPT with the assistance of the Department of Community Safety.
- 9.5 Any expenditure incurred by service providers on the Framework Agreement in order to attend any performance related meetings including quarterly review meetings will not be reimbursed by WCG.

## **SECTION C: SCOPE OF WORK**

### **10 BACKGROUND**

- 10.1 Various reviews around the supply chain management of security services have highlighted the need for a more coordinated approach in terms of how the commodity is managed and the need for greater consideration of the impact that contracted security services have on the overall performance and reputation of the WCG.
- 10.2 A provincial treasury is mandated in terms of the Public Finance Management Act (Act 1 of 1999), "to promote and enforce transparency and effective management in respect of revenue, expenditure, assets and liabilities of provincial departments and provincial public entities; may assist provincial departments and provincial public entities in building their capacity for efficient, effective and transparent financial management and may do anything further that is necessary to fulfil its responsibilities effectively".
- 10.3 This mandate also confers on a provincial treasury the powers to establish transversal contracts on behalf of a provincial government. In this regard the main objectives would be to establish economies of scale, reduce duplication of effort and provide for a more synergised approach towards the management of certain commodities.
- 10.4 This bid communicates the intent of the Provincial Treasury to establish a transversal framework agreement for the provision of security services to Western Cape Government.

### **11 POTENTIAL USERS OF THE SECURITY SERVICES FRAMEWORK AGREEMENT**

- 11.1 Users as determined in this Terms of Reference (TOR) may constitute the following Provincial Departments:
- 11.1.1 Department of the Premier;
  - 11.1.2 Provincial Treasury;
  - 11.1.3 Department of Agriculture;
  - 11.1.4 Department of Community Safety;
  - 11.1.5 Department of Cultural Affairs and Sport;
  - 11.1.6 Department of Economic Development and Tourism;
  - 11.1.7 Western Cape Education Department;
  - 11.1.8 Department of Environmental Affairs and Development Planning;
  - 11.1.9 Department of Health;
  - 11.1.10 Department of Human Settlements;
  - 11.1.11 Department of Local Government;
  - 11.1.12 Department of Social Development;
  - 11.1.13 Department of Transport and Public Works; and
  - 11.1.14 Other organs of state as authorised by the Provincial Treasury

### **12 SECURITY SERVICE TYPES PURSUED UNDER THE FRAMEWORK AGREEMENT**

- 12.1 A description of the security service types sought under this framework agreement is provided hereunder:
- A. Service Type 1 - Normal Physical Guarding

This service type of security is where a normal guarding solution will be required. Training and registration with the Private Security Industry Regulatory Authority (refer to as PSIRA hereafter) is required from level A to level D. Access and egress control of visitors, staff, clients and public is required to which a low to medium level of risk is attached.

B. Service Type 2 - Special Tactical Guarding (Including Armed Response)

This type of security requires a more specialised solution and would encompass specialised guarding solutions such as venues where VIP's would be entertained, armed response situations, crowd control, unrests, strikes, tactical responses, rapid responses and volatile situations. Training and registration with the PSIRA is required from level A to level D. The level of security risk would normally be medium to high or the risk is of such a nature where a solution is required which is at a higher level than normal physical guarding.

C. Service Type 3 - Security Analysis / Security Assessment

Security Analysis /assessment is a high level holistic analysis of the overall physical security of buildings, facilities and locations, which includes the evaluation of access control systems, physical security, CCTV systems, lighting, fencing, et cetera. This type of service is normally provided by a qualified professional and is on an analytical level more advanced than the daily analysis of a site provided during physical guarding and patrols. Training and registration is required by PSIRA.

D. Service Type 4 - Off-site monitoring and control room

This requires that service providers demonstrate their ability to provide off site control of physical security requirements or their ability to provide armed response, qualified and professional controllers specifically trained to provide dedicated Control Room services to the WCG. Training and registration with the PSIRA is required from level A to level B.

12.2 A summary of the regions in which the service types described above in paragraph 12.1 has to be rendered are:

12.2.1 Cape Winelands

12.2.2 Cape Metro

12.2.3 Central Karoo

12.2.4 Eden

12.2.5 Overberg

12.2.6 West Coast

12.3 This is a multi-regional framework agreement which makes provision for separate bids per region and per service type as specified at paragraph 12.1 above. Bidders may submit an offer for one or more service type (category), in one or more regions or a combination thereof according to their capability and provable business presence in a region.

12.4 **The WCG reserves the right to disregard offers for any particular region from bidders who do not have a registered office or provable presence within that region.**

**13 SUB-CONTRACTING**

- 13.1 All sub-contracting arrangements will be subject to the approval of the client department at the call-off stage where the requirements contained in paragraph 13.2 below, will apply. Service providers listed in the Framework Agreement may sub-contract to other service providers listed on the Framework Agreement.
- 13.2 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the person concerned, unless the contract is sub-contracted to and EME that has the capability and ability to execute the contract.
- 13.3 In terms of the Generic Codes of Good Practice, and enterprise including a sole propriety with annual total revenue of R10 million or less qualifies as an EME.
- 13.4 An EME automatically qualifies as a level 4 contributor with B-BBEE recognition level of 100% in terms of the Codes of Good Practice. An EME with at least 51% black ownership qualifies as Level 2 contributor and an EME with 100% black ownership qualifies as a Level 1 contributor.
- 13.5 An EME is required to submit a sworn affidavit confirming their annual total revenue of R10 million or less and level of black ownership to claim points as prescribed by Regulation 6 and 7 of the Preferential Procurement Regulations of 2017.

**14 MAINTAINING GOOD STANDING AND PROVISION OF UPDATED RECORDS**

- 14.1 Service providers awarded onto the Framework Agreement must maintain their good standing with the relevant regulatory institutions below and provide updated information within one week when required by the WCG:
- 14.1.1 PSIRA Registration Certificate (submit when registration is renewed).
- 14.1.2 PSIRA Letter of Good Standing (Every 3 months, when renewed).
- 14.1.3 COIDA Letter of Good Standing (valid for one month, provide monthly updates).
- 14.1.4 Public Liability Insurance Document or Letter of Intent (to the ratio of R500 000 per 300 guards, provide update when renewed).
- 14.1.5 Occupational Health and Safety Plan (as and when requested by WCG).
- 14.1.6 Its Directors, Security Officers and Administration staff have undergone police clearance verification or obtained clearance from the State Security Agency (refer to as SSA hereafter). No Security officer with a criminal record are permitted to be deployed to any WCG premises.
- 14.1.7 It remains the prerogative of the WCG to do random verification on such police and SSA clearance.
- 14.1.8 The presentation or submission of PSIRA issued certificate does not constitute proof of a Security Officer 's criminal record.



**SECTION D: SERVICE INFORMATION**

**15 SERVICE OVERVIEW**

15.1 The WCG requires the provision of private security services to be rendered at various premises of the WCG on an “as and when required” basis during the duration of the Framework Agreement and conclusion of call-off contracts.

**16 MINIMUM SERVICE STANDARDS**

16.1 The Provision of Security Services under this Framework Agreement will be subject to the minimum service standards applicable to the service type as indicated in **Table 5** (below) at the call-off contract stage. End user departments may choose to amend these standards as per their institutional requirements.

**Table 5: SECURITY SERVICE STANDARDS PER SERVICE TYPE**

SERVICE TYPE 1		PHYSICAL SECURITY (GUARDING SOLUTION)			
Major Service	Service Area	Performance Standards	Metric	Target	Penalty
Access Control	All reception and entrance points	Only authorised staff members, visitors, contractors allowed to have access to the building.	No unauthorised staff, contractors or visitors found on the site during random checks.	100%	1% of the applicable daily/ weekly/ monthly or total call-off order value registered against site or service
	All vehicle entrances	Only authorised staff, delivery vehicles and contractors admitted into the building and allowed in the parking facilities.	No unauthorised and non-escorted delivery vehicles on premises.		
	Visitor Management	Exclude any person attempting to enter without a valid credential or reason	Monthly reports unauthorised persons on site. Authorisation from authorised officials.		
Internal Control	Searching On Access and Egress	No removal of Western Cape Government’s property and / or staff property without proper authorisation.	Reports received from staff members. Audit conducted by the Department.		
Reporting	Incident response	All incidents to be reported within 5 minutes to Control Room	Printout of the monthly report control sheet. Reports from staff members. Audit by the Department.		
		All incidents to be reported to the applicable security manager, in writing within 7 hours after each incident.	Reports from staff members Audit by contract management team and / or Department		
Service Providers Responsibility	Compliance Management	Ensure sufficient relievers are available to ensure an uninterrupted service at all	Inspection of daily posting sheet		

		times		
		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.		
		Ensure that no self-posting takes place.		
		Ensure that the correct number of Security Officers on site and ready to perform their duties least fifteen (15) minutes before a shift commences.		
		Ensure that no posts are left unattended and / or that security officers do not leave a post vacant at the conclusion of their shifts, until such a time that they are relieved.		
		Ensure that security officers do not report for duty or enter a building in the Site if they are not registered with PSIRA, or if their registration is withdrawn or suspended by PSIRA, or if they do not display either their PSIRA and/or the Service Provider's corporate photo identification badges		
		Inform the Department immediately in writing if any Security Officer is found guilty of improper conduct as contemplated in the code of conduct for security providers		
		Ensure that all security officers are dressed in accordance with the service provider's corporate uniform and dress standards, which should include the prohibition of extravagant jewellery and accessories.		
		Ensure that all security officers are equipped with the necessary service aids, i.e. baton, handcuffs, pocket book, pen, torch and communication device.		
<b>Service Providers Responsibility</b>	<b>Compliance Management</b>	Ensure that all necessary equipment, services or material as required are kept in the condition as required by law, regulations and procedures and readily available for the Department to inspect and test without prior notice	<b>100%</b>	<b>1% of the applicable daily/ weekly/ monthly total call-off order value registered against applicable site or service</b>
		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		
<b>Service Providers Responsibility</b>	<b>Compliance Management</b>	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	<b>100%</b>	
		Ensure that the security officers who fail to comply with the procedures or policies contained herein are appropriately disciplined and, if required by the Department, replaced without delay and the Department shall be entitled to deny such person access to the relevant premises		
		Ensure that the specified number of security officers is always deployed at the premises for the duration of the contracted shift periods. At no time may a registered post be vacant.		

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	<p>Ensure that security officers do not perform more than 12 (twelve) hours of work per day and accordingly may not work double shifts.</p> <p>The service provider must ensure patrolling of the WCG buildings, site, parking area or site perimeter is performed in accordance with the prescripts outlined in the site specific standard operating procedure (SOP) or where the SOP does not provide prescripts in relation to patrols, the service provider must ensure the WCG building, Site, parking area or perimeter is patrolled at least once every 30 minutes or as mutually agreed by in the ORS at call-off stage.</p> <p>At WCG sites where electronic patrol management equipment is installed, the service provider is required to submit reports of badging at these electronic points on a weekly basis to the appointed WCG Security Operational Manager/Facility Manager.</p> <p>Submit daily deployment sheet to the applicable facility / contract manager within one (1) hour of commencement of duty.</p> <p>Complete and submit a monthly operational report to the applicable department security manager.</p> <p>Attend operational meetings as schedules by the Department</p> <p>Possess a minimum PSiRA grade D qualification</p> <p>Be a SA Citizen</p> <p>Be able to work independently</p> <p>Be able to communicate in two of the three official languages of the Western Cape and be able to read and write in English;</p> <p>Be physically fit</p> <p>Be assertive enough to enforce security measures as required</p> <p>Be trained in professional conduct, including difficult and conflict situations</p> <p>Be presentable, clean, and neat and portray a professional image at all times whilst conducting their duties in a professional manner</p> <p>Be alert, vigilant and professional in their approach and actions.</p> <p>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.</p>		
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**In addition to the penalty, the following deviations will be regarded as extremely serious and may be regarded as sufficient reason to request the Service Provider to remove the transgressing security officer (s) permanently from the premises**

<b>Performance Standards</b>				
<b>Service Provider's</b>	<b>Compliance Management</b>	Absence from the premises without proper notification;	<b>Nil</b>	<b>1% of the applicable</b>
		Accepting any gifts or bribes while on duty;		

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<b>Responsibility</b>		<p>Use of equipment issued or being used by the security officer in an inappropriate or illegal manner.</p> <p>Drinking intoxicating liquor or using intoxicating substances while on duty or reporting for duty in an intoxicated condition;</p> <p>Enabling any person to secure stolen property from the premises;</p>		<p><b>daily/ weekly/ monthly total call- off order value registered against applicable site or service</b></p>
<b>Service Provider's Responsibility</b>	<b>Compliance Management</b>	<p>False reporting</p> <p>Negligent in the application of their responsibilities;</p> <p>Sleeping on duty or neglecting their duty;</p> <p>Sexually or verbally harassing other security officials, WCG staff and / or members of the public.</p> <p>Unnecessarily harsh or violent conduct or using profane language while performing their duties in accordance with this Agreement;</p> <p>Wilful disobedience of instructions, orders of a superior or a reasonable request by the Department;</p> <p>Failing to report any security incident or safety hazard either observed by the security officers or brought to their attention by another person;</p> <p>Failing to wear the prescribed clothing or identification when on duty;</p> <p>Failure to have all the service aids required while on duty.</p> <p>Failing to present an acceptable image or an upright position, or deal with any person in a respectful manner. (This implies that Security Officers shall not sit when they 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.)</p> <p>Performing any action, the effect of which could lead to possible criminal prosecution</p>	Nil	<p><b>1% of the applicable daily/ weekly/ monthly total call- off order value registered against applicable site or service</b></p>

<b>SERVICE TYPE 2</b>	<b>SPECIAL TACTICAL GUARDING, INCL. ARMED RESPONSE</b>
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**In addition to the Performance Standards stated under the service type Physical Security (Guarding solution), the following Performance Standards are also applicable to those Service Providers providing the service type Special Tactical Guarding, incl. Armed Response**

<b>Service Providers Responsibility</b>	<b>Compliance Management</b>	Ensure that a supervisor is available on-site during all high profile and adverse events	<b>Nil</b>	<b>1% of the applicable daily/ weekly/ monthly total call-off order value registered against applicable site or service</b>
		Ensure that all armed guards are in possession of the required permits and licences to be in possession of the applicable firearm.		
		Ensure that all armed officers have successfully completed the necessary accredited firearm training, as per SASSETA standards		
		Ensure that the service provider is in a position to present the applicable SASSETA accredited firearm training certificates when requested to do so by the Department.		
		Ensure that all armed officers do not wilfully display their firearms and that their firearms remain holstered at all times when not in use.		
		Ensure that armed response officers have a minimum PSIRA Grade C registration		
		Ensure that all alarms at WCG premises are acknowledged within 5 minutes of activation. This includes normal building, panic, fire and emergency alarms.		
		Responses to all alarms should be within 15 minutes of acknowledgment.		
		Ensure that response officers visit applicable WCG sites a minimum of three (3) times per shift.		
Ensure that response vehicles are equipped with the necessary response equipment, such as medical kits, fire extinguishers, tracking / GPS device, radio, flashlight, etc.				
<b>Service Providers Responsibility</b>	<b>Compliance Management</b>	Ensure that armed response officers possess the necessary class of licence to drive the applicable response vehicle.	<b>Nil</b>	<b>1% of the applicable daily/ weekly/ monthly total call-off order value registered against applicable site or service</b>
		Ensure that armed response vehicles remain roadworthy and licenced for the duration of the contract.		
		Ensure that armed response vehicles are appropriately branded with the service provider name and logo.		

**In addition to the deviations mentioned under the service type, Physical Security (Guarding solution), the following deviations will also be regarded as extremely serious and may be regarded as sufficient reason to request the Service Provider to remove the transgressing security officer (s) permanently**

**from the premises in respect of the service type, Special Tactical Guarding, incl. Armed Response**

<b>Service Providers Responsibility</b>	<b>Compliance Management</b>	Armed officers not being in possession of the permit(s) and licence(s) to be in possession of the applicable firearm	<b>Nil</b>	<b>1% of the applicable daily/ weekly/ monthly total call-off order value registered against applicable site or service</b>
		Armed officers have NOT successfully completed the necessary accredited firearm training, as per SASSETA standards		
		Armed officers who wilfully display their firearms and whose firearms do not remain holstered at all times when not in use.		
		Accidental discharge of a firearm by an armed officer		
		Armed officers who discharge their firearms in contravention of Section 49 of the Criminal Procedure Act (51/77). In addition to the penalty, SAPS will be notified.		
		Armed response officers who do not possess the necessary class of licence to drive the applicable response vehicle.		

**SERVICE TYPE 3 SECURITY ANALYSIS AND ASSESSMENTS**

<b>Service Providers Responsibility</b>	<b>Compliance Management</b>	Ensure that all staff performing security analysis and assessments are registered with PSiRA.	<b>Nil</b>	<b>1% of the applicable daily/ weekly/ monthly total call-off order value registered against applicable site or service</b>
		Ensure that weekly progress reports are submitted to the applicable Department Security Manager		
		Attend progress / feedback meetings with the Department as requested		
		Ensure that security analyst does not enter applicable WCG facility without appointment.		
		Provide electronic final assessment report to facility manager and applicable Department Security Manager within stipulated time frame.		
		Ensure that all equipment to be used during security analysis or assessment remains in good working order for the duration of the analysis or assessment		

**The following deviations will be regarded as extremely serious and may be regarded as sufficient reason to request the Service Provider to remove the transgressor permanently from the premises**

<b>Service Providers Responsibility</b>	<b>Compliance Management</b>	Accepting any gifts or bribes while on the WCG site	<b>Nil</b>	<b>1% of the applicable daily/ weekly/ monthly total call-off order value registered against applicable site or service</b>
		Drinking intoxicating liquor or using intoxicating substances while on WCG facility arriving at a WCG facility in an intoxicated condition;		
		Performing any action, the effect of which could lead to possible criminal prosecution <b>(In addition to penalty criminal proceedings will be instituted by WCG)</b>		
		Sexually or verbally harassing other security officials, WCG staff and / or members of the public.		
		Enabling any person to secure stolen property from the premises		
		Unnecessarily harsh or violent conduct or using profane language while performing their duties in accordance with this Agreement;		
		Wilful disobedience of instructions of a superior or a reasonable request by the Department;		

		Failing to report any security incident or safety hazard either observed or brought to their attention by another person;		
		Failing to wear the prescribed clothing or identification when on duty;		

SERVICE TYPE 4		OFF-SITE MONITORING AND CONTROL ROOM		
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<b>Service Providers Responsibility</b>	<b>Compliance Management</b>	Ensure that a supervisor is available in Control Room during all high profile and adverse events	<b>Nil</b>	<b>1% of the applicable daily/ weekly/ monthly/ total call-off order value registered against applicable site or service</b>
		Ensure 24 hour monitoring of all WCG sites, as stipulated in work order.		
		Ensure that all Control Room officers have a minimum PSiRA Grade B registration		
		Ensure that all Control Room officers are trained and qualified as Control Room operators		
		Ensure that all alarms and adverse events at WCG premises are responded to by Control Room Operator(s) within 5 minutes of activation. This includes normal building, panic, fire and emergency alarms.		
		Ensure that Control Room is manned 24 hours, 7 days a week, 365 days a year		
		Ensure that weekly reports are submitted to the applicable Department Security Manager		
		Inform the Department immediately in writing if any Security Officer is found guilty of improper conduct as contemplated in the code of conduct for security providers		
		Attend meetings with the Department as requested		

<b>Service Providers Responsibility</b>	<b>Compliance Management</b>	Complete and submit a monthly operational report to the applicable department security manager	<b>Nil</b>	<b>1% of the applicable daily/ weekly/ monthly total call-off order value registered against applicable site or service</b>
		Ensure that controllers do not perform more than 12 (twelve) hours of work per day and accordingly may not work double shifts.		
		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.		

**The following deviations will be regarded as extremely serious and may be regarded as sufficient reason to request the Service Provider to remove the transgressor from any service associated with the WCG.**

<b>Service Providers Responsibility</b>	<b>Compliance Management</b>	Sexually or verbally harassing other security officials, WCG staff and / or members of the public.	<b>Nil</b>	<b>1% of the applicable daily/ weekly/</b>
		Enabling any person to secure stolen property from the premises		
		Unnecessarily harsh or violent conduct or using profane language		

	while performing their duties in accordance with this Agreement;		<b>monthly total call- off order value registered against applicable site or service</b>
	Wilful disobedience of instructions of a superior or a reasonable request by the Department;		
	Failing to report any security incident or safety hazard either observed or brought to their attention by another person;		
	Sexually or verbally harassing other security officials, WCG staff and / or members of the public		

**17 SERVICE LEVELS/DUTIES OF SERVICE PROVIDER**

- 17.1 In addition to the above-mentioned service standards (Table 5), the Service Provider shall at all-time render a service that enhance and maintain at minimum the corporate image of the WCG and is in line with the departmental values and ethos.
- 17.2 The Service Provider shall furthermore comply with any and all service requirements, per service type as stipulated in **Appendix B**, annexed hereto.

**18 PUBLIC LIABILITY INSURANCE**

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

**19 INDEPENDENT CONTRACTOR**

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

**20 CONFIDENTIAL INFORMATION**

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



- 20.2 For purposes of this clause "Confidential Information" shall mean
- 20.2.1 any information disclosed, revealed or exchanged and which pertains to, but is not limited to, all intellectual property rights, all trade secrets, all agreements (whether in writing or not) which exists at the time of revealing the content thereof to the Service Provider, the content of all possible future agreements which may be entered into with any other party, all knowledge obtained by way of research and development, irrespective of whether the aforementioned information that is revealed is applicable to technical, operational or financial aspects of the WCG, government in any other sphere, or any government institution or organ of state;
- 20.2.2 any information of whatever nature, which has been or may be obtained by the Service Provider, whether in writing or in electronic form or pursuant to discussions between the parties, or which can be obtained by examination, testing, visual inspection or analysis, including, without limitation, scientific, business or financial data or information, know-how, formulae, processes, designs, sketches, photographs, plans, drawings, specifications, sample reports, models, studies, findings, computer software, inventions or ideas;
- 20.2.3 analyses, concepts, compilations, studies and other material prepared by or in possession or control of the Service Provider which contain or otherwise reflect or are generated from any such information as is specified in this definition;
- 20.2.4 all information which a third party has in terms of any agreement made available to the Department and which has become known to the Service Provider in the course of rendering the Services; and
- 20.2.5 Any dispute between the Parties resulting from this contract.
- 20.3 The Service Provider shall
- 20.3.1 use the Confidential Information only for the purpose of Providing the Service;
- 20.3.2 treat and safeguard the Confidential Information as private and confidential; and
- 20.3.3 Ensure proper and secure storage of all Confidential Information.
- 20.4 Any documents or records (including written instructions, notes or memoranda) relating to the service which are to be provided to the Service Provider or which come into the Service Provider's possession during the currency of this contract, are deemed to be the property of the WCG and shall be surrendered to the WCG on demand, and in the event of the expiry or termination of this contract, the Service Provider will not retain any copies thereof or extracts therefrom without obtaining the prior written permission of the WCG.
- 20.5 As part of their duties, the security guards furnished under this agreement will have access to areas which are restricted to the specific areas of responsibilities e.g. employees, visitors, other service providers and patients. It is required of the Service Provider to ensure that its guards comply with all regulations, policies and procedures and governing the set areas.

**21 WARRANTY**

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

**22 PENALTIES**

- 22.1 Where the Service Provider fails to render the Services in terms of this Agreement, penalties for the failure will be payable to WCG.
- 22.2 Penalties levied against the Service Provider shall be determined with reference to the total daily, weekly or monthly total call-off contract price as set out in Table 5.
- 22.3 Where the service provider fails to provide the Service in terms of the Framework Agreement and call-off contract, low service penalties for said failure will be calculated per transgression, per person, per day. In the event of a transgression being part of a shift, this period will be regarded as a full shift.
- 22.4 The service provided in terms of the Framework Agreement and call-off contracts will be evaluated and any contraventions of the contract conditions and /or loss of WCG property due to proven negligence will be collated on a monthly basis.
- 22.5 Penalties will be payable by the Service Provider for every incident and or provision of the Framework Agreement and call-off contract which the Service Provider fails to honour, as well as by any posted security officer who contravenes the contract conditions/and or loss of WCG property due to proven negligence.
- 22.6 The Service Provider must note that penalties will also be instituted in respect of contraventions/non-compliance of the conditions of contract, in the following instances:
  - 22.6.1 1% of the applicable daily/ weekly/ monthly/ total call-off order value registered against applicable site or service.
  - 22.6.2 The institution of three (3) penalties against a specific service provider will be used as a benchmark after which written warnings will be issued to the service provider:
    - 22.6.2.1 Warning 1 in addition to pro-rata low service penalties depending on the transgression
    - 22.6.2.2 Warning 2 in addition to pro-rata low service penalties depending on the transgression
    - 22.6.2.3 Warning 3 in addition to pro-rata low service penalties depending on the transgression.
- 22.7 Should there be further transgressions after three (3) warnings, the process of delisting the Service Provider from the Framework Agreement will be commenced under the guidance of the Department of the Premier, Legal Services.
- 22.8 In instances where the severity of the penalty or transgression leads to extensive loss of government assets or fatalities, the process to delist a service provider from the Framework Agreement will be commenced under the guidance of the Department of the Premier, Legal Services. In such instances warnings may not apply and immediate removal from the Framework Agreement will be explored.

**23 NON-PERFORMANCE (ESCALATION PROCESS)**

- 23.1 End user departments will be responsible for the management of supplier performance in terms of call-off contracts.

23.2 Standard penalties and warnings will apply at the call-off contract stage, where a maximum of three (3) transgressions will be allowed before a service provider will be removed from the Framework Agreement under the guidance of the Department of the Premier, Legal Services.

**Appendix A: Functionality Evaluation – Operational Assessment**

**PLEASE DO NOT score any items in the table, this will be done by the DOCS during the operational assessment as described below.**

**Operational Assessment Tables (Service Types 1 to 4)**

**Scoring Matrix for all service types – All total scores above 60% for each service type will be subjected to further evaluation**

Bid no. WCPT-TR 01/2017/2018

Physical Security (Service Type 1)	Weight (B)	Maximum Score Ops Assess (C)	Maximum Score Reference (D)	Maximum Achievable Score (C+D) = (E)	Actual Score Achieved Ops Assess (F)	Actual Score Achieved Reference (G)	Total Score Achieved (F+G) = (H)	Percentage Score achieved per Assessment Area (H/E)x(B)
Management profile	50%	42	50	92	0	0	0	0%
Communication	25%	22	16	38	0	0	0	0%
Training	15%	8	12	20	0	0	0	0%
Infrastructure Capacity - Physical Guarding	10%	7	13	20	0	0	0	0%
<b>Total (Sum of all Totals)</b>	<b>100%</b>	<b>79</b>	<b>91</b>	<b>170</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0%</b>

Special Tactical Guarding including Armed Response (Service Type 2)	Weight (B)	Maximum Score Ops Assess (C)	Maximum Score Reference (D)	Maximum Achievable Score (C+D) = (E)	Actual Score Achieved Ops Assess (F)	Actual Score Achieved Reference (G)	Total Score Achieved (F+G) = (H)	Percentage Score achieved per Assessment Area (H/E)x(B)
Management profile	50%	42	50	92	0	0	0	0%
Communication	25%	22	24	46	0	0	0	0%
Training	15%	8	12	20	0	0	0	0%
Control Room, Operational Room, Command Centre - Special Tactical incl AR, Off-site Monitoring and CR	4%	16	4	20	0	0	0	0%
Response Vehicles - Spec Tact incl AR	3%	8	8	16	0	0	0	0%
Firearm Management - Spec Tact incl AR	3%	12	8	20	0	0	0	0%
<b>Total (Sum of all Totals)</b>	<b>100%</b>	<b>108</b>	<b>106</b>	<b>214</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0%</b>

Security Analysis / Security Assessments (Service Type 3)	Weight (B)	Maximum Score Ops Assess (C)	Maximum Score Reference (D)	Maximum Achievable Score (C+D) = (E)	Actual Score Achieved Ops Assess (F)	Actual Score Achieved Reference (G)	Total Score Achieved (F+G) = (H)	Percentage Score achieved per Assessment Area (H/E)x(B)
Management profile	50%	42	50	92	0	0	0	0%
Communication	25%	22	16	38	0	0	0	0%
Training	15%	8	12	20	0	0	0	0%
Infrastructure Capacity - Security Analysis & Assessments	10%	11	9	20	0	0	0	0%
<b>Total (Sum of all Totals)</b>	<b>100%</b>	<b>83</b>	<b>87</b>	<b>170</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0%</b>

Off-Site Monitoring And Control Room (Service Type 4)	Weight (B)	Maximum Score Ops Assess (C)	Maximum Score Reference (D)	Maximum Achievable Score (C+D) = (E)	Actual Score Achieved Ops Assess (F)	Actual Score Achieved Reference (G)	Total Score Achieved (F+G) = (H)	Percentage Score achieved per Assessment Area (H/E)x(B)
Management profile	50%	42	50	92	0	0	0	0%
Communication	25%	22	16	38	0	0	0	0%
Training	15%	8	12	20	0	0	0	0%
Control Room, Operational Room, Command Centre - Special Tactical incl AR, Off-site Monitoring and CR	10%	16	4	20	0	0	0	0%
<b>Total (Sum of all Totals)</b>	<b>100%</b>	<b>88</b>	<b>82</b>	<b>170</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0%</b>

**SERVICE TYPE 1: Physical Security (Guarding Solution) Questions 1 to 1.11**

Physical Security (Guarding Solution)		0	SP Responses
<b>1</b>	<b>Management profile</b>	<b>42</b>	
<b>1.1</b>	<b>How many people in your management have a security related qualification obtained at an institution of higher learning?</b>	<b>10</b>	<b>Maximum score obtainable for this question is 10</b>
1.1.1	Degree	5	
1.1.2	Diploma	4	
1.1.3	Certificate	3	
1.1.4	Grade 12	2	
1.1.5	None	0	
<b>1.2</b>	<b>Is there an identified / do you have a dedicated contract manager?</b>	<b>5</b>	
1.2.1	Yes	5	
1.2.2	None	0	
<b>1.3</b>	<b>Who is this person?</b>		
<b>1.4</b>	<b>What is his/her qualification?</b>	<b>5</b>	<b>Maximum score obtainable for this question is 5</b>
1.4.1	Degree	5	
1.4.2	Diploma	4	
1.4.3	Certificate	3	
1.4.4	Grade 12	2	
1.4.5	None	0	
<b>1.5</b>	<b>Has that person managed any other similar security contracts?</b>	<b>5</b>	
1.5.1	Yes	5	
1.5.2	None	0	
<b>1.6</b>	<b>Where?</b>		
<b>1.7</b>	<b>References / contact details</b>		
<b>1.8</b>	<b>Do you perform SAPS security clearances on staff? (Provide proof)</b>	<b>5</b>	
1.8.1	Yes	5	
1.8.2	None	0	
<b>1.9</b>	<b>What is the monthly basic salary of your guards in their first year of service?</b>	<b>5</b>	<b>Maximum score obtainable for this question is 5</b>
1.9.1	Grade A	<div style="background-color: #4a7c9c; color: white; padding: 5px; display: inline-block;"> <b>Scoring matrix applicable to all Grades</b> </div> <ul style="list-style-type: none"> <li>-5 = Basic salary lower than PSIRA Illustrative Pricing guide</li> <li>1 = Basic salary as per PSIRA Illustrative Pricing guide</li> <li>3 = Between 5% and 10% above PSIRA Illustrative Pricing guide</li> <li>4 = Between 11% and 40% above PSIRA Illustrative Pricing guide</li> <li>5 = More than 40% above PSIRA Illustrative Pricing</li> </ul>	
1.9.2	Grade B		
1.9.3	Grade C		
1.9.4	Grade D		
<b>1.10</b>	<b>On what date of the month is your salary date?</b>	<b>6</b>	
1.10.1	Do you keep a monthly payroll?	1	
1.10.2	Can we view your payroll for the last 6 months?	1	
1.10.3	Do you issue your security officials with payslips?	1	
1.10.4	How regularly?		
1.10.5	Is it before or after their salary date?	1	
1.10.6	Do you keep copies of payslips issued?	1	
1.10.7	If so, can we view some?	1	
<b>1.11</b>	<b>Has the company or one of the Directors ever been blacklisted as a supplier to the WCG or not allowed to be registered with PSIRA, dishonoured a contract or had a contract been terminated before it's time? If yes, please explain</b>	<b>1</b>	<b>Maximum score obtainable for this question is 1. A "Yes" response results in a -5 score</b>
1.11.1	Yes	-5	
1.11.2	No	1	
1.11.3			

**SERVICE TYPE 1: Physical Security (Guarding Solution) Questions 2 to 2.6**

<b>2</b>	<b>Communication</b>	<b>22</b>	
<b>2.1</b>	<b>How do you communicate important client needs or site specific information to your staff and or security officials?</b>	<b>4</b>	
2.1.1	No communication methodology in place	0	
2.1.2	Monthly meetings	1	
2.1.3	Verbal Communication only	2	
2.1.4	Written Instruction only (includes mobile messages)	3	
2.1.5	Verbal followed by written instruction (includes mobile messages)	4	
<b>2.2</b>	<b>How frequently does communication from management take place to your client</b>	<b>3</b>	
2.2.1	No Communication	0	
2.2.2	Monthly	1	
2.2.3	Weekly	2	
2.2.4	Daily	3	
<b>2.3</b>	<b>What communication structure or plan is in place?</b>	<b>3</b>	
2.3.1	No communication plan in place	0	
2.3.2	Communication plan only speaks to management structure and operational staff	1	
2.3.3	Communication plan only speaks to management structure and clients	2	
2.3.4	Detailed communication plan, extending to all areas of the company and clients	3	
<b>2.4</b>	<b>How do you communicate to your clients?</b>	<b>4</b>	
2.4.1	No communication	0	
2.4.2	Communicated verbally through staff member associated with project	1	
2.4.3	Electronic Media (SMS / E-mail)	2	
2.4.4	Written communication	3	
2.4.5	Meetings; all of the above	4	
<b>2.5</b>	<b>What communication methods are most frequently used by your company to communicate with the guarding compliment?</b>	<b>5</b>	
2.5.1	No Communication	0	
2.5.2	Written Notice placed on Notice Boards	1	
2.5.3	Communicated verbally through control and / or supervisor	2	
2.5.4	Personalised letters / Notices	3	
2.5.5	Electronic Media (SMS / E-mail)	4	
2.5.6	Verbal followed by written confirmation	5	
<b>2.6</b>	<b>How frequent does communication from management take place to the guarding or staff compliment?</b>	<b>3</b>	
2.6.1	No Communication	0	
2.6.2	Monthly	1	
2.6.3	Weekly	2	
2.6.4	Daily	3	

**SERVICE TYPE 1: Physical Security (Guarding Solution) Questions 3 to 4.3**

<b>3</b>	<b>Training</b>	<b>8</b>	
<b>3.1</b>	<b>Do you provide contract / site specific training?</b>	<b>1</b>	
3.1.1	Yes and as required by the client	1	
3.1.2	No	0	
<b>3.2</b>	<b>Is this training provided by a SAQA accredited training provider?</b>	<b>1</b>	
3.2.1	Yes	1	
3.2.2	No	0	
<b>3.3</b>	<b>How frequently is this training provided?</b>	<b>5</b>	
3.3.1	No training	0	
3.3.2	When required	1	
3.3.3	Bi- Annually	1	
3.3.4	Annually	2	
3.3.5	Every 6 months	3	
3.3.6	Quarterly	3	
3.3.7	Every 3 months	4	
3.3.8	Monthly	4	
3.3.9	Immediately when need is identified	5	
<b>3.4</b>	<b>Does this training provide you with opportunities to influence the Standard Operating Procedures of your Clients?</b>	<b>1</b>	
3.4.1	Yes	1	
3.4.2	No	0	
<b>4</b>	<b>Infrastructure Capacity - Physical Guarding</b>	<b>7</b>	
<b>4.1</b>	<b>Do you have a Control Room / Operational Command Centre</b>	<b>1</b>	
4.1.1	Yes	1	
4.1.2	No	0	
<b>4.2</b>	<b>How many vehicles do you have dedicated to this contract?</b>	<b>5</b>	
4.2.1	0	0	
4.2.2	1	1	
4.2.3	2	2	
4.2.4	3	3	
4.2.5	4	4	
4.2.6	More than 4	5	
<b>4.3</b>	<b>Is self-posting a common practice within your company?</b>	<b>1</b>	
4.3.1	Yes	1	
4.3.2	No	0	



**References - Physical Security (Guarding Solution) Questions A1 to A6**

<b>Physical Security (Guarding Solution)</b>											
<b>A</b>	<b>QUESTIONS FOR REFERENCES PROVIDED - MANAGEMENT</b>										
<b>A1</b>	Could you please rate the management of the services provided to you by the company in question										
	<table border="1"> <tr> <td>Unsatisfactory</td> <td>0</td> </tr> <tr> <td>Poor</td> <td>1</td> </tr> <tr> <td>Acceptable</td> <td>2</td> </tr> <tr> <td>Satisfactory</td> <td>3</td> </tr> <tr> <td>Excellent</td> <td>4</td> </tr> </table>	Unsatisfactory	0	Poor	1	Acceptable	2	Satisfactory	3	Excellent	4
Unsatisfactory	0										
Poor	1										
Acceptable	2										
Satisfactory	3										
Excellent	4										
<b>A2</b>	Could you please rate the client communication provided to you by the company in question										
	<table border="1"> <tr> <td>Unsatisfactory</td> <td>0</td> </tr> <tr> <td>Poor</td> <td>1</td> </tr> <tr> <td>Acceptable</td> <td>2</td> </tr> <tr> <td>Satisfactory</td> <td>3</td> </tr> <tr> <td>Excellent</td> <td>4</td> </tr> </table>	Unsatisfactory	0	Poor	1	Acceptable	2	Satisfactory	3	Excellent	4
Unsatisfactory	0										
Poor	1										
Acceptable	2										
Satisfactory	3										
Excellent	4										
<b>A3</b>	Could you please rate the actual service provided to you by the company in question										
	<table border="1"> <tr> <td>Unsatisfactory</td> <td>0</td> </tr> <tr> <td>Poor</td> <td>1</td> </tr> <tr> <td>Acceptable</td> <td>2</td> </tr> <tr> <td>Satisfactory</td> <td>3</td> </tr> <tr> <td>Excellent</td> <td>4</td> </tr> </table>	Unsatisfactory	0	Poor	1	Acceptable	2	Satisfactory	3	Excellent	4
Unsatisfactory	0										
Poor	1										
Acceptable	2										
Satisfactory	3										
Excellent	4										
<b>A4</b>	Could you please rate the appearance of the staff & security officials provided to you by the company in question										
	<table border="1"> <tr> <td>Unsatisfactory</td> <td>0</td> </tr> <tr> <td>Poor</td> <td>1</td> </tr> <tr> <td>Acceptable</td> <td>2</td> </tr> <tr> <td>Satisfactory</td> <td>3</td> </tr> <tr> <td>Excellent</td> <td>4</td> </tr> </table>	Unsatisfactory	0	Poor	1	Acceptable	2	Satisfactory	3	Excellent	4
Unsatisfactory	0										
Poor	1										
Acceptable	2										
Satisfactory	3										
Excellent	4										
<b>A5</b>	Could you please rate the attitude of the security officials posted & staff provided to you by the company in question										
	<table border="1"> <tr> <td>Unsatisfactory</td> <td>0</td> </tr> <tr> <td>Poor</td> <td>1</td> </tr> <tr> <td>Acceptable</td> <td>2</td> </tr> <tr> <td>Satisfactory</td> <td>3</td> </tr> <tr> <td>Excellent</td> <td>4</td> </tr> </table>	Unsatisfactory	0	Poor	1	Acceptable	2	Satisfactory	3	Excellent	4
Unsatisfactory	0										
Poor	1										
Acceptable	2										
Satisfactory	3										
Excellent	4										
<b>A6</b>	Could you please rate the analytical abilities of the security officials and staff provided to you by the company in question										
	<table border="1"> <tr> <td>Unsatisfactory</td> <td>0</td> </tr> <tr> <td>Poor</td> <td>1</td> </tr> <tr> <td>Acceptable</td> <td>2</td> </tr> <tr> <td>Satisfactory</td> <td>3</td> </tr> <tr> <td>Excellent</td> <td>4</td> </tr> </table>	Unsatisfactory	0	Poor	1	Acceptable	2	Satisfactory	3	Excellent	4
Unsatisfactory	0										
Poor	1										
Acceptable	2										
Satisfactory	3										
Excellent	4										

**References - Physical Security (Guarding Solution) continued Questions A7 to A14**

<b>A7</b>	How would you describe the quality of service provided to you by company in question		
	Unsatisfactory		0
	Poor		1
	Acceptable		2
	Satisfactory		3
	Excellent		4
<b>A8</b>	Could you please rate the security abilities of the security officials provided to you by the company in question		
	Unsatisfactory		0
	Poor		1
	Acceptable		2
	Satisfactory		3
	Excellent		4
<b>A9</b>	How would you describe your feeling of safety and security whilst the company in question provided / provides the service to you		
	Unsatisfactory		0
	Poor		1
	Acceptable		2
	Satisfactory		3
	Excellent		4
<b>A10</b>	In your dealings with the company in question in your opinion was the service received professional?		
	Yes	1	
	No	0	
<b>A11</b>	Was the company in question able to meet the deadlines set at the outset of your contract with them?		
	Yes	1	
	No	0	
<b>A12</b>	How would you rate the time management of the staff associated with the company in question?		
	Unsatisfactory		0
	Poor		1
	Acceptable		2
	Satisfactory		3
	Excellent		4
<b>A13</b>	How would you rate the time management of the management of the company in question?		
	Unsatisfactory		0
	Poor		1
	Acceptable		2
	Satisfactory		3
	Excellent		4
<b>A14</b>	Could you please rate the quality of service or the quality of the final product provided to you by the company in question		
	Unsatisfactory		0
	Poor		1
	Acceptable		2
	Satisfactory		3
	Excellent		4

**References - Physical Security (Guarding Solution) continued Questions B1 to B4**

<b>B</b>		<b>QUESTIONS FOR REFERENCES PROVIDED - COMMUNICATION</b>	
<b>B1</b>	Could you please rate the methods of communication provided to you by the company in question		
	Unsatisfactory		0
	Poor		1
	Acceptable		2
	Satisfactory		3
	Excellent		4
<b>B2</b>	Could you please rate the frequency of communication provided to you by the company in question		
	Unsatisfactory		0
	Poor		1
	Acceptable		2
	Satisfactory		3
	Excellent		4
<b>B3</b>	Could you please rate the quality of information communicated to you by the company in question		
	Unsatisfactory		0
	Poor		1
	Acceptable		2
	Satisfactory		3
	Excellent		4
<b>B4</b>	Could you please rate the abilities of the staff performing duties in the control room to receive and distribute information accurately and timeously		
	Unsatisfactory		0
	Poor		1
	Acceptable		2
	Satisfactory		3
	Excellent		4

References - Physical Security (Guarding Solution) continued **Questions C1 to C3**

<b>C</b>		<b>QUESTIONS FOR REFERENCES PROVIDED - TRAINING</b>	
<b>C1</b>	How would you rate the skill level of the security officers associated with the company in question?		
	Unsatisfactory		0
	Poor		1
	Acceptable		2
	Satisfactory		3
	Excellent		4
<b>C2</b>	How would you rate the skill level of the management associated with the company in question?		
	Unsatisfactory		0
	Poor		1
	Acceptable		2
	Satisfactory		3
	Excellent		4
<b>C3</b>	How would you rate the response of the company in question when you have identified a need for site specific training?		
	Unsatisfactory		0
	Poor		1
	Acceptable		2
	Satisfactory		3
	Excellent		4

**References - Physical Security (Guarding Solution) continued Questions F1 to F4**

<b>F</b>		<b>QUESTIONS FOR REFERENCES PROVIDED - Infrastructure Physical Guarding</b>	
<b>F1</b>	In your dealings with the company in question was self-posting allowed?		
	Yes	0	
	No	1	
<b>F2</b>	Please rate the time management of the guards in respect of these posting		
	Unsatisfactory	0	
	Poor	1	
	Acceptable	2	
	Satisfactory	3	
	Excellent	4	
<b>F3</b>	Could you please rate the service provided to you by the Control Room / Operational Command Centre of company in question		
	Unsatisfactory	0	
	Poor	1	
	Acceptable	2	
	Satisfactory	3	
	Excellent	4	
<b>F4</b>	Could you please rate condition of the vehicles used by the company in question to service your contract		
	Unsatisfactory	0	
	Poor	1	
	Acceptable	2	
	Satisfactory	3	
	Excellent	4	

**- END: SERVICE TYPE 1: Physical Security (Guarding Solution)**

**Declaration by Company representative**

Hereby I ..... in my capacity as .....  
 from ..... hereby declare that the  
 information provided above is accurate and that I have not been influenced in anyway whilst providing  
 this information.

I further confirm that this evaluation was done for **Service Type 1: Physical Security (Guarding Solution)**  
 for the following Region: .....

I submit the following references to be contacted by the Western Cape Government. I acknowledge  
 that their feedback will be used to determine my final percentage score achieved during this  
 operational assessment.

Reference 1	Reference 2	Reference 3
<b>Name:</b>	<b>Name:</b>	<b>Name:</b>
<b>Company:</b>	<b>Company:</b>	<b>Company:</b>
<b>Tel no:</b>	<b>Tel no:</b>	<b>Tel no:</b>
<b>Address:</b>	<b>Address:</b>	<b>Address:</b>
<b>Email:</b>	<b>Email:</b>	<b>Email:</b>
<b>Bidder Acknowledgement and Signature</b>		<b>Date</b>

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

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

<b>WCG Staff Member Signature</b>	<b><i>Personal Number</i></b>	<b><i>Date</i></b>

**SERVICE TYPE 2: Special Tactical Guarding, including Armed Response Questions 1 to 1.11**

Special Tactical Guarding including Armed Response		108	SP Responses
<b>1</b>	<b>Management profile</b>	<b>42</b>	
<b>1.1</b>	<b>How many people in your management have a security related qualification obtained at an institution of higher learning?</b>	<b>10</b>	<b>Maximum score obtainable for this question is 10</b>
1.1.1	Degree	5	
1.1.2	Diploma	4	
1.1.3	Certificate	3	
1.1.4	Grade 12	2	
1.1.5	None	0	
<b>1.2</b>	<b>Is there an identified / do you have a dedicated contract manager?</b>	<b>5</b>	
1.2.1	Yes	5	
1.2.2	None	0	
<b>1.3</b>	<b>Who is this person?</b>		
<b>1.4</b>	<b>What is his/her qualification?</b>	<b>5</b>	<b>Maximum score obtainable for this question is 5</b>
1.4.1	Degree	5	
1.4.2	Diploma	4	
1.4.3	Certificate	3	
1.4.4	Grade 12	2	
1.4.5	None	0	
<b>1.5</b>	<b>Has that person managed any other similar security contracts?</b>	<b>5</b>	
1.5.1	Yes	5	
1.5.2	None	0	
<b>1.6</b>	<b>Where?</b>		
<b>1.7</b>	<b>References / contact details</b>		
<b>1.8</b>	<b>Do you perform SAPS security clearances on staff? (Provide proof)</b>	<b>5</b>	
1.8.1	Yes	5	
1.8.2	None	0	
<b>1.9</b>	<b>What is the monthly basic salary of your guards in their first year of service?</b>	<b>5</b>	<b>Maximum score obtainable for this question is 5</b>
1.9.1	Grade A		
1.9.2	Grade B		
1.9.3	Grade C		
1.9.4	Grade D		
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <b>Scoring matrix applicable to all Grades</b> </div>		-5 = Basic salary lower than PSIRA Illustrative Pricing guide 1 = Basic salary as per PSIRA Illustrative Pricing guide 3 = Between 5% and 10% above PSIRA Illustrative Pricing guide 4 = Between 11% and 40% above PSIRA Illustrative Pricing guide 5 = More than 40% above PSIRA Illustrative Pricing	
<b>1.10</b>	<b>On what date of the month is your salary date?</b>	<b>6</b>	
1.10.1	Do you keep a monthly payroll?	1	
1.10.2	Can we view your payroll for the last 6 months?	1	
1.10.3	Do you issue your security officials with payslips?	1	
1.10.4	How regularly?		
1.10.5	Is it before or after their salary date?	1	
1.10.6	Do you keep copies of payslips issued?	1	
1.10.7	If so, can we view some?	1	
<b>1.11</b>	<b>Has the company or one of the Directors ever been blacklisted as a supplier to the WCG or not allowed to be registered with PSIRA, dishonoured a contract or had a contract been terminated before it's time? If yes, please explain</b>	<b>1</b>	<b>Maximum score obtainable for this question is 1. A "Yes" response results in a -5 score</b>
1.11.1	Yes	-5	
1.11.2	No	1	
1.11.3			



**SERVICE TYPE 2: Special Tactical Guarding, including Armed Response Questions 2 to 2.6**

<b>2</b>	<b>Communication</b>	<b>22</b>	
<b>2.1</b>	<b>How do you communicate important client needs or site specific information to your staff and or security officials?</b>	<b>4</b>	
2.1.1	No communication methodology in place	0	
2.1.2	Monthly meetings	1	
2.1.3	Verbal Communication only	2	
2.1.4	Written Instruction only (includes mobile messages)	3	
2.1.5	Verbal followed by written instruction (includes mobile messages)	4	
<b>2.2</b>	<b>How frequently does communication from management take place to your client</b>	<b>3</b>	
2.2.1	No Communication	0	
2.2.2	Monthly	1	
2.2.3	Weekly	2	
2.2.4	Daily	3	
<b>2.3</b>	<b>What communication structure or plan is in place?</b>	<b>3</b>	
2.3.1	No communication plan in place	0	
2.3.2	Communication plan only speaks to management structure and operational staff	1	
2.3.3	Communication plan only speaks to management structure and clients	2	
2.3.4	Detailed communication plan, extending to all areas of the company and clients	3	
<b>2.4</b>	<b>How do you communicate to your clients?</b>	<b>4</b>	
2.4.1	No communication	0	
2.4.2	Communicated verbally through staff member associated with project	1	
2.4.3	Electronic Media (SMS / E-mail)	2	
2.4.4	Written communication	3	
2.4.5	Meetings; all of the above	4	
<b>2.5</b>	<b>What communication methods are most frequently used by your company to communicate with the guarding compliment?</b>	<b>5</b>	
2.5.1	No Communication	0	
2.5.2	Written Notice placed on Notice Boards	1	
2.5.3	Communicated verbally through control and / or supervisor	2	
2.5.4	Personalised letters / Notices	3	
2.5.5	Electronic Media (SMS / E-mail)	4	
2.5.6	Verbal followed by written confirmation	5	
<b>2.6</b>	<b>How frequent does communication from management take place to the guarding or staff compliment?</b>	<b>3</b>	
2.6.1	No Communication	0	
2.6.2	Monthly	1	
2.6.3	Weekly	2	
2.6.4	Daily	3	

**SERVICE TYPE 2: Special Tactical Guarding, including Armed Response Questions 3 to 3.4**

<b>3</b>	<b>Training</b>	<b>8</b>	
<b>3.1</b>	<b>Do you provide contract / site specific training?</b>	<b>1</b>	
3.1.1	Yes and as required by the client	1	
3.1.2	No	0	
<b>3.2</b>	<b>Is this training provided by a SAQA accredited training provider?</b>	<b>1</b>	
3.2.1	Yes	1	
3.2.2	No	0	
<b>3.3</b>	<b>How frequently is this training provided?</b>	<b>5</b>	
3.3.1	No training	0	
3.3.2	When required	1	
3.3.3	Bi- Annually	1	
3.3.4	Annually	2	
3.3.5	Every 6 months	3	
3.3.6	Quarterly	3	
3.3.7	Every 3 months	4	
3.3.8	Monthly	4	
3.3.9	Immediately when need is identified	5	
<b>3.4</b>	<b>Does this training provide you with opportunities to influence the Standard Operating Procedures of your Clients?</b>	<b>1</b>	
3.4.1	Yes	1	
3.4.2	No	0	

**SERVICE TYPE 2: Special Tactical Guarding, including Armed Response Questions 4 to 4.7**

<b>4</b>	<b>Control Room, Operational Room, Command Centre - Special Tactical incl AR, Off-site Monitoring and CR</b>	<b>16</b>	
<b>4.1</b>	<b>Do you have a Control Room / Operational Command Centre</b>	<b>1</b>	
4.1.1	Yes	1	
4.1.2	No	0	
<b>4.2</b>	<b>If, yes. Is your Control Room / Operational Command Centre operational 24/7/365?</b>	<b>1</b>	
4.2.1	Yes	1	
4.2.2	No	0	
<b>4.3</b>	<b>Do you have a dedicated Control Room / Operational Command Centre Manager 24/7/365?</b>	<b>1</b>	
4.3.1	Yes	1	
4.3.2	No	0	
<b>4.4</b>	<b>How many registered Controllers (Grade B or Higher are on duty in your Control Room / Operational Command Centre at any given time</b>	<b>4</b>	
4.4.1	None	0	
4.4.2	1	1	
4.4.3	2	2	
4.4.4	3	3	
4.4.5	4 or more	4	
<b>4.5</b>	<b>How many sites/locations do you monitor remotely from your Control Room / Operational Command Centre</b>	<b>4</b>	
4.5.1	None	0	
4.5.2	1	1	
4.5.3	2	2	
4.5.4	3	3	
4.5.5	4 or more	4	
<b>4.6</b>	<b>Will the WCG sites be monitored from this Control Room / Operational Command Centre?</b>	<b>1</b>	
4.6.1	Yes	1	
4.6.2	No	0	
<b>4.7</b>	<b>What type of technology is utilised in your control room?</b>	<b>4</b>	
4.7.1	None	0	
4.7.2	Base Radio & Telephone (incl. cellular phone) only	1	
4.7.3	Vehicle Monitoring System only	1	
4.7.4	Officer Patrol System only	1	
4.7.5	Electronic guard monitoring system only	1	
4.7.6	Base Radio & Telephone (incl. cellular phone) and Vehicle Monitoring System	2	
4.7.7	Base Radio & Telephone (incl. cellular phone) and Officer Patrol System and Electronic guard monitoring system only	3	
4.7.8	Vehicle Monitoring System and Officer Patrol System only	2	
4.7.9	Vehicle Monitoring System and Electronic guard monitoring system only	2	
4.7.10	Officer Patrol System and Electronic guard monitoring system only	2	
4.7.11	Vehicle Monitoring System, Electronic guard monitoring system and Officer Patrol System only	3	
4.7.12	All of the above	4	

**SERVICE TYPE 2:** Special Tactical Guarding, including Armed Response Questions 7 to 7.6

Note that questions 5 and 6 is not related to this service type

<b>7</b>	<b>Response Vehicles - Spec Tact incl AR</b>	<b>8</b>	
<b>7.1</b>	<b>How many vehicles are or will be dedicated solely to service this WCG Contract</b>	<b>3</b>	
7.1.1	None	0	
7.1.2	1	1	
7.1.3	2	2	
7.1.4	3 or more	3	
<b>7.2</b>	<b>Do all vehicles have on-board vehicle management systems?</b>	<b>1</b>	
7.2.1	Yes	1	
7.2.2	No	0	
<b>7.3</b>	<b>Are these vehicles monitored for movement and response times?</b>	<b>1</b>	
7.3.1	Yes	1	
7.3.2	No	0	
<b>7.4</b>	<b>Are these vehicles tracked via GPS Tracking Units linked to the CR/OR/CC?</b>	<b>1</b>	
7.4.1	Yes	1	
7.4.2	No	0	
<b>7.5</b>	<b>Does your GPS allow the controllers to dispatch the nearest appropriate unit to respond to any situation?</b>	<b>1</b>	
7.5.1	Yes	1	
7.5.2	No	0	
<b>7.6</b>	<b>What is the PSIRA grading of all your vehicle drivers?</b>	<b>1</b>	
7.6.1	D	0	
7.6.2	A, B & C	1	

**SERVICE TYPE 2: Special Tactical Guarding, including Armed Response Questions 8 to 8.9**

<b>8</b>	<b>Firearm Management - Spec Tact incl AR</b>	<b>12</b>	
<b>8.1</b>	<b>Do you have a vault or strong room in a secure space where all your firearms, valuables, records, and documents can be stored?</b>	<b>1</b>	
8.1.1	Yes	1	
8.1.2	No	0	
<b>8.2</b>	<b>Is the design and specification of this vault or strong room in line with the South African National Standards specifications and do you have the SANS certification to demonstrate compliance to their standard for the vault or strong room?</b>	<b>1</b>	
8.2.1	Yes	1	
8.2.2	No	0	
<b>8.3</b>	<b>Are all armed response officials registered with the Private Security Industry Regulatory Authority (PSIRA)</b>	<b>1</b>	
8.3.1	Yes	1	
8.3.2	No	0	
<b>8.4</b>	<b>Have all your armed response security officials successfully completed the statutory firearm competency requirements?</b>	<b>1</b>	
8.4.1	Yes	1	
8.4.2	No	0	
<b>8.5</b>	<b>How often do all your armed response officials attend regular firearm, physical training and house penetration courses?</b>	<b>4</b>	
8.5.1	Never	0	
8.5.2	Annually	1	
8.5.3	6 months	2	
8.5.4	3 months	3	
8.5.5	Monthly	4	
<b>8.6</b>	<b>Was all training provided as per the SASSETTA unit standards?</b>	<b>1</b>	
8.6.1	Yes	1	
8.6.2	No	0	
<b>8.7</b>	<b>As per Legislation, do you have proper control registers in place for the management of firearms?</b>	<b>1</b>	
8.7.1	Yes	1	
8.7.2	No	0	
<b>8.8</b>	<b>Are there permits for every firearm issued?</b>	<b>1</b>	
8.8.1	Yes	1	
8.8.2	No	0	
<b>8.9</b>	<b>Has any of your officers been involved in the accidental or illegal discharge of a firearm whilst on duty</b>	<b>1</b>	
8.9.1	Yes	-5	
8.9.2	No	1	

**References - Special Tactical Guarding, including Armed Response Questions A1 to A6**

<b>Special Tactical Guarding including Armed Response</b>											
<b>A QUESTIONS FOR REFERENCES PROVIDED - MANAGEMENT</b>											
<b>A1</b>	Could you please rate the management of the services provided to you by the company in question										
	<table border="1"> <tr> <td>Unsatisfactory</td> <td>0</td> </tr> <tr> <td>Poor</td> <td>1</td> </tr> <tr> <td>Acceptable</td> <td>2</td> </tr> <tr> <td>Satisfactory</td> <td>3</td> </tr> <tr> <td>Excellent</td> <td>4</td> </tr> </table>	Unsatisfactory	0	Poor	1	Acceptable	2	Satisfactory	3	Excellent	4
Unsatisfactory	0										
Poor	1										
Acceptable	2										
Satisfactory	3										
Excellent	4										
<b>A2</b>	Could you please rate the client communication provided to you by the company in question										
	<table border="1"> <tr> <td>Unsatisfactory</td> <td>0</td> </tr> <tr> <td>Poor</td> <td>1</td> </tr> <tr> <td>Acceptable</td> <td>2</td> </tr> <tr> <td>Satisfactory</td> <td>3</td> </tr> <tr> <td>Excellent</td> <td>4</td> </tr> </table>	Unsatisfactory	0	Poor	1	Acceptable	2	Satisfactory	3	Excellent	4
Unsatisfactory	0										
Poor	1										
Acceptable	2										
Satisfactory	3										
Excellent	4										
<b>A3</b>	Could you please rate the actual service provided to you by the company in question										
	<table border="1"> <tr> <td>Unsatisfactory</td> <td>0</td> </tr> <tr> <td>Poor</td> <td>1</td> </tr> <tr> <td>Acceptable</td> <td>2</td> </tr> <tr> <td>Satisfactory</td> <td>3</td> </tr> <tr> <td>Excellent</td> <td>4</td> </tr> </table>	Unsatisfactory	0	Poor	1	Acceptable	2	Satisfactory	3	Excellent	4
Unsatisfactory	0										
Poor	1										
Acceptable	2										
Satisfactory	3										
Excellent	4										
<b>A4</b>	Could you please rate the appearance of the staff & security officials provided to you by the company in question										
	<table border="1"> <tr> <td>Unsatisfactory</td> <td>0</td> </tr> <tr> <td>Poor</td> <td>1</td> </tr> <tr> <td>Acceptable</td> <td>2</td> </tr> <tr> <td>Satisfactory</td> <td>3</td> </tr> <tr> <td>Excellent</td> <td>4</td> </tr> </table>	Unsatisfactory	0	Poor	1	Acceptable	2	Satisfactory	3	Excellent	4
Unsatisfactory	0										
Poor	1										
Acceptable	2										
Satisfactory	3										
Excellent	4										
<b>A5</b>	Could you please rate the attitude of the security officials posted & staff provided to you by the company in question										
	<table border="1"> <tr> <td>Unsatisfactory</td> <td>0</td> </tr> <tr> <td>Poor</td> <td>1</td> </tr> <tr> <td>Acceptable</td> <td>2</td> </tr> <tr> <td>Satisfactory</td> <td>3</td> </tr> <tr> <td>Excellent</td> <td>4</td> </tr> </table>	Unsatisfactory	0	Poor	1	Acceptable	2	Satisfactory	3	Excellent	4
Unsatisfactory	0										
Poor	1										
Acceptable	2										
Satisfactory	3										
Excellent	4										
<b>A6</b>	Could you please rate the analytical abilities of the security officials and staff provided to you by the company in question										
	<table border="1"> <tr> <td>Unsatisfactory</td> <td>0</td> </tr> <tr> <td>Poor</td> <td>1</td> </tr> <tr> <td>Acceptable</td> <td>2</td> </tr> <tr> <td>Satisfactory</td> <td>3</td> </tr> <tr> <td>Excellent</td> <td>4</td> </tr> </table>	Unsatisfactory	0	Poor	1	Acceptable	2	Satisfactory	3	Excellent	4
Unsatisfactory	0										
Poor	1										
Acceptable	2										
Satisfactory	3										
Excellent	4										

**References - Special Tactical Guarding, including Armed Response continued Questions A7 to A14**

<b>A7</b>	How would you describe the quality of service provided to you by company in question	
	Unsatisfactory	0
	Poor	1
	Acceptable	2
	Satisfactory	3
	Excellent	4
<b>A8</b>	Could you please rate the security abilities of the security officials provided to you by the company in question	
	Unsatisfactory	0
	Poor	1
	Acceptable	2
	Satisfactory	3
	Excellent	4
<b>A9</b>	How would you describe your feeling of safety and security whilst the company in question provided / provides the service to you	
	Unsatisfactory	0
	Poor	1
	Acceptable	2
	Satisfactory	3
	Excellent	4
<b>A10</b>	In your dealings with the company in question in your opinion was the service received professional?	
	Yes	1
	No	0
<b>A11</b>	Was the company in question able to meet the deadlines set at the outset of your contract with them?	
	Yes	1
	No	0
<b>A12</b>	How would you rate the time management of the staff associated with the company in question?	
	Unsatisfactory	0
	Poor	1
	Acceptable	2
	Satisfactory	3
	Excellent	4
<b>A13</b>	How would you rate the time management of the management of the company in question?	
	Unsatisfactory	0
	Poor	1
	Acceptable	2
	Satisfactory	3
	Excellent	4
<b>A14</b>	Could you please rate the quality of service or the quality of the final product provided to you by the company in question	
	Unsatisfactory	0
	Poor	1
	Acceptable	2
	Satisfactory	3
	Excellent	4

References - Special Tactical Guarding, including Armed Response\_continued **Questions B1 to B6**

<b>B</b>		<b>QUESTIONS FOR REFERENCES PROVIDED - COMMUNICATION</b>	
<b>B1</b>	Could you please rate the methods of communication provided to you by the company in question		
	Unsatisfactory		0
	Poor		1
	Acceptable		2
	Satisfactory		3
	Excellent		4
<b>B2</b>	Could you please rate the frequency of communication provided to you by the company in question		
	Unsatisfactory		0
	Poor		1
	Acceptable		2
	Satisfactory		3
	Excellent		4
<b>B3</b>	Could you please rate the quality of information communicated to you by the company in question		
	Unsatisfactory		0
	Poor		1
	Acceptable		2
	Satisfactory		3
	Excellent		4
<b>B4</b>	Could you please rate the abilities of the staff performing duties in the control room to receive and distribute information accurately and timeously		
	Unsatisfactory		0
	Poor		1
	Acceptable		2
	Satisfactory		3
	Excellent		4
<b>B5</b>	How would you rate the response time to possible emergency situations by the company in question		
	Unsatisfactory		0
	Poor		1
	Acceptable		2
	Satisfactory		3
	Excellent		4
<b>B6</b>	Could you please rate condition of the vehicles used by the company in question to service your contract		
	Unsatisfactory		0
	Poor		1
	Acceptable		2
	Satisfactory		3
	Excellent		4



**References - Special Tactical Guarding, including Armed Response\_continued Questions C1 to D1**

<b>C</b>		<b>QUESTIONS FOR REFERENCES PROVIDED - TRAINING</b>	
<b>C1</b>	How would you rate the skill level of the security officers associated with the company in question?		
	Unsatisfactory	0	
	Poor	1	
	Acceptable	2	
	Satisfactory	3	
	Excellent	4	
<b>C2</b>	How would you rate the skill level of the management associated with the company in question?		
	Unsatisfactory	0	
	Poor	1	
	Acceptable	2	
	Satisfactory	3	
	Excellent	4	
<b>C3</b>	How would you rate the response of the company in question when you have identified a need for site specific training?		
	Unsatisfactory	0	
	Poor	1	
	Acceptable	2	
	Satisfactory	3	
	Excellent	4	
<b>D</b>		<b>QUESTIONS FOR REFERENCES PROVIDED - CR, OR, CC Spec Tact incl AR, Off-site Monit &amp; CR</b>	
<b>D1</b>	Could you please rate the service provided to you by the Control Room / Operational Command Centre of company in question		
	Unsatisfactory	0	
	Poor	1	
	Acceptable	2	
	Satisfactory	3	
	Excellent	4	

**References - Special Tactical Guarding, including Armed Response\_continued Questions G1 to H2**

<b>G</b>		<b>QUESTIONS FOR REFERENCES PROVIDED - Response Vehicles</b>	
<b>G1</b>	Could you please rate condition of the vehicles used by the company in question to service your contract		
	Unsatisfactory		0
	Poor		1
	Acceptable		2
	Satisfactory		3
	Excellent		4
<b>G2</b>	Could you please rate the manner in which officers associated with the company in question handled themselves during their responses to incidents		
	Unsatisfactory		0
	Poor		1
	Acceptable		2
	Satisfactory		3
	Excellent		4
<b>H</b>		<b>QUESTIONS FOR REFERENCES PROVIDED - Special Tactical Firearms</b>	
<b>H1</b>	Could you please rate the manner in which officers associated with the company in question display their firearms		
	Unsatisfactory		0
	Poor		1
	Acceptable		2
	Satisfactory		3
	Excellent		4
<b>H2</b>	Could you please rate the manner in which officers associated with the company in question handle their firearms		
	Unsatisfactory		0
	Poor		1
	Acceptable		2
	Satisfactory		3
	Excellent		4

**- END: SERVICE TYPE 2: Special Tactical Guarding, including Armed Response**

**Declaration by Company representative**

Hereby I ..... in my capacity as .....  
 from ..... hereby declare that the  
 information provided above is accurate and that I have not been influenced in anyway whilst providing  
 this information.

I further confirm that this evaluation was done for **Service Type 2: Special Tactical Guarding, including  
 Armed Response** for the following Region:

.....

I submit the following references to be contacted by the Western Cape Government. I acknowledge  
 that their feedback will be used to determine my final percentage score achieved during this  
 operational assessment.

Reference 1	Reference 2	Reference 3
<b>Name:</b>	<b>Name:</b>	<b>Name:</b>
<b>Company:</b>	<b>Company:</b>	<b>Company:</b>
<b>Tel no:</b>	<b>Tel no:</b>	<b>Tel no:</b>
<b>Address:</b>	<b>Address:</b>	<b>Address:</b>
<b>Email:</b>	<b>Email:</b>	<b>Email:</b>
<b>Bidder Acknowledgement and Signature</b>		<b>Date</b>

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

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

<b>WCG Staff Member Signature</b>	<b><i>Personal Number</i></b>	<b><i>Date</i></b>

**Service Type 3: Security Analysis & Security Assessments** Questions 1 to 1.11

Security Analysis / Security Assessments		83	SP Responses
<b>1</b>	<b>Management profile</b>	<b>42</b>	
<b>1.1</b>	<b>How many people in your management have a security related qualification obtained at an institution of higher learning?</b>	<b>10</b>	<b>Maximum score obtainable for this question is 10</b>
1.1.1	Degree	5	
1.1.2	Diploma	4	
1.1.3	Certificate	3	
1.1.4	Grade 12	2	
1.1.5	None	0	
<b>1.2</b>	<b>Is there an identified / do you have a dedicated contract manager?</b>	<b>5</b>	
1.2.1	Yes	5	
1.2.2	None	0	
<b>1.3</b>	<b>Who is this person?</b>		
<b>1.4</b>	<b>What is his/her qualification?</b>	<b>5</b>	<b>Maximum score obtainable for this question is 5</b>
1.4.1	Degree	5	
1.4.2	Diploma	4	
1.4.3	Certificate	3	
1.4.4	Grade 12	2	
1.4.5	None	0	
<b>1.5</b>	<b>Has that person managed any other similar security contracts?</b>	<b>5</b>	
1.5.1	Yes	5	
1.5.2	None	0	
<b>1.6</b>	<b>Where?</b>		
<b>1.7</b>	<b>References / contact details</b>		
<b>1.8</b>	<b>Do you perform SAPS security clearances on staff? (Provide proof)</b>	<b>5</b>	
1.8.1	Yes	5	
1.8.2	None	0	
<b>1.9</b>	<b>What is the monthly basic salary of your guards in their first year of service?</b>	<b>5</b>	<b>Maximum score obtainable for this question is 5</b>
1.9.1	Grade A	<div style="background-color: #4a86e8; color: white; padding: 5px; text-align: center;"> <b>Scoring matrix applicable to all Grades</b> </div> <ul style="list-style-type: none"> <li>-5 = Basic salary lower than PSIRA Illustrative Pricing guide</li> <li>1 = Basic salary as per PSIRA Illustrative Pricing guide</li> <li>3 = Between 5% and 10% above PSIRA Illustrative Pricing guide</li> <li>4 = Between 11% and 40% above PSIRA Illustrative Pricing guide</li> <li>5 = More than 40% above PSIRA Illustrative Pricing</li> </ul>	
1.9.2	Grade B		
1.9.3	Grade C		
1.9.4	Grade D		
<b>1.10</b>	<b>On what date of the month is your salary date?</b>	<b>6</b>	
1.10.1	Do you keep a monthly payroll?	1	
1.10.2	Can we view your payroll for the last 6 months?	1	
1.10.3	Do you issue your security officials with payslips?	1	
1.10.4	How regularly?		
1.10.5	Is it before or after their salary date?	1	
1.10.6	Do you keep copies of payslips issued?	1	
1.10.7	If so, can we view some?	1	
<b>1.11</b>	<b>Has the company or one of the Directors ever been blacklisted as a supplier to the WCG or not allowed to be registered with PSIRA, dishonoured a contract or had a contract been terminated before it's time? If yes, please explain</b>	<b>1</b>	<b>Maximum score obtainable for this question is 1. A "Yes" response results in a -5 score</b>
1.11.1	Yes	-5	
1.11.2	No	1	
1.11.3			

**Service Type 3: Security Analysis & Security Assessments Questions 2 to 2.6**

<b>2</b>	<b>Communication</b>	<b>22</b>	
<b>2.1</b>	<b>How do you communicate important client needs or site specific information to your staff and or security officials?</b>	<b>4</b>	
2.1.1	No communication methodology in place	0	
2.1.2	Monthly meetings	1	
2.1.3	Verbal Communication only	2	
2.1.4	Written Instruction only (includes mobile messages)	3	
2.1.5	Verbal followed by written instruction (includes mobile messages)	4	
<b>2.2</b>	<b>How frequently does communication from management take place to your client</b>	<b>3</b>	
2.2.1	No Communication	0	
2.2.2	Monthly	1	
2.2.3	Weekly	2	
2.2.4	Daily	3	
<b>2.3</b>	<b>What communication structure or plan is in place?</b>	<b>3</b>	
2.3.1	No communication plan in place	0	
2.3.2	Communication plan only speaks to management structure and operational staff	1	
2.3.3	Communication plan only speaks to management structure and clients	2	
2.3.4	Detailed communication plan, extending to all areas of the company and clients	3	
<b>2.4</b>	<b>How do you communicate to your clients?</b>	<b>4</b>	
2.4.1	No communication	0	
2.4.2	Communicated verbally through staff member associated with project	1	
2.4.3	Electronic Media (SMS / E-mail)	2	
2.4.4	Written communication	3	
2.4.5	Meetings; all of the above	4	
<b>2.5</b>	<b>What communication methods are most frequently used by your company to communicate with the guarding compliment?</b>	<b>5</b>	
2.5.1	No Communication	0	
2.5.2	Written Notice placed on Notice Boards	1	
2.5.3	Communicated verbally through control and / or supervisor	2	
2.5.4	Personalised letters / Notices	3	
2.5.5	Electronic Media (SMS / E-mail)	4	
2.5.6	Verbal followed by written confirmation	5	
<b>2.6</b>	<b>How frequent does communication from management take place to the guarding or staff compliment?</b>	<b>3</b>	
2.6.1	No Communication	0	
2.6.2	Monthly	1	
2.6.3	Weekly	2	
2.6.4	Daily	3	

**Service Type 3: Security Analysis & Security Assessments Questions 3 and 5**

**Note that question 4 is not related to this service type**

<b>3</b>	<b>Training</b>	<b>8</b>	
<b>3.1</b>	<b>Do you provide contract / site specific training?</b>	<b>1</b>	
3.1.1	Yes and as required by the client	1	
3.1.2	No	0	
<b>3.2</b>	<b>Is this training provided by a SAQA accredited training provider?</b>	<b>1</b>	
3.2.1	Yes	1	
3.2.2	No	0	
<b>3.3</b>	<b>How frequently is this training provided?</b>	<b>5</b>	
3.3.1	No training	0	
3.3.2	When required	1	
3.3.3	Bi- Annually	1	
3.3.4	Annually	2	
3.3.5	Every 6 months	3	
3.3.6	Quarterly	3	
3.3.7	Every 3 months	4	
3.3.8	Monthly	4	
3.3.9	Immediately when need is identified	5	
<b>3.4</b>	<b>Does this training provide you with opportunities to influence the Standard Operating Procedures of your Clients?</b>	<b>1</b>	
3.4.1	Yes	1	
3.4.2	No	0	
<b>5</b>	<b>Infrastructure Capacity - Security Analysis &amp; Assessments</b>	<b>11</b>	
<b>5.1</b>	<b>What is your current staff compliment associated with risk analysis / risk assessments</b>	<b>4</b>	
5.1.1	None	0	
5.1.2	1	1	
5.1.3	2	2	
5.1.4	3	3	
5.1.5	4 or more	4	
<b>5.2</b>	<b>How often are your staff members associated with risk analysis / risk assessments provided with training to ensure they stay abreast of new development in the field of risk analysis / risk assessments</b>	<b>5</b>	
5.2.1	No training	0	
5.2.2	When required	1	
5.2.3	Bi- Annually	1	
5.2.4	Annually	2	
5.2.5	Every 6 months	3	
5.2.6	Quarterly	3	
5.2.7	Every 3 months	4	
5.2.8	Monthly	4	
5.2.9	Immediately when need is identified	5	
<b>5.3</b>	<b>Is it expected of your staff to submit regular progress reports</b>	<b>1</b>	
5.3.1	Yes	1	
5.3.2	No	0	
<b>5.4</b>	<b>Do your staff have access to the latest analytical electronic media to perform their tasks?</b>	<b>1</b>	
5.4.1	Yes	1	
5.4.2	No	0	

References - Security Analysis & Security Assessments Questions A1 to A6

<b>Security Analysis / Security Assessments</b>											
<b>A QUESTIONS FOR REFERENCES PROVIDED - MANAGEMENT</b>											
<b>A1</b>	Could you please rate the management of the services provided to you by the company in question										
	<table border="1"> <tr><td>Unsatisfactory</td><td>0</td></tr> <tr><td>Poor</td><td>1</td></tr> <tr><td>Acceptable</td><td>2</td></tr> <tr><td>Satisfactory</td><td>3</td></tr> <tr><td>Excellent</td><td>4</td></tr> </table>	Unsatisfactory	0	Poor	1	Acceptable	2	Satisfactory	3	Excellent	4
Unsatisfactory	0										
Poor	1										
Acceptable	2										
Satisfactory	3										
Excellent	4										
<b>A2</b>	Could you please rate the client communication provided to you by the company in question										
	<table border="1"> <tr><td>Unsatisfactory</td><td>0</td></tr> <tr><td>Poor</td><td>1</td></tr> <tr><td>Acceptable</td><td>2</td></tr> <tr><td>Satisfactory</td><td>3</td></tr> <tr><td>Excellent</td><td>4</td></tr> </table>	Unsatisfactory	0	Poor	1	Acceptable	2	Satisfactory	3	Excellent	4
Unsatisfactory	0										
Poor	1										
Acceptable	2										
Satisfactory	3										
Excellent	4										
<b>A3</b>	Could you please rate the actual service provided to you by the company in question										
	<table border="1"> <tr><td>Unsatisfactory</td><td>0</td></tr> <tr><td>Poor</td><td>1</td></tr> <tr><td>Acceptable</td><td>2</td></tr> <tr><td>Satisfactory</td><td>3</td></tr> <tr><td>Excellent</td><td>4</td></tr> </table>	Unsatisfactory	0	Poor	1	Acceptable	2	Satisfactory	3	Excellent	4
Unsatisfactory	0										
Poor	1										
Acceptable	2										
Satisfactory	3										
Excellent	4										
<b>A4</b>	Could you please rate the appearance of the staff & security officials provided to you by the company in question										
	<table border="1"> <tr><td>Unsatisfactory</td><td>0</td></tr> <tr><td>Poor</td><td>1</td></tr> <tr><td>Acceptable</td><td>2</td></tr> <tr><td>Satisfactory</td><td>3</td></tr> <tr><td>Excellent</td><td>4</td></tr> </table>	Unsatisfactory	0	Poor	1	Acceptable	2	Satisfactory	3	Excellent	4
Unsatisfactory	0										
Poor	1										
Acceptable	2										
Satisfactory	3										
Excellent	4										
<b>A5</b>	Could you please rate the attitude of the security officials posted & staff provided to you by the company in question										
	<table border="1"> <tr><td>Unsatisfactory</td><td>0</td></tr> <tr><td>Poor</td><td>1</td></tr> <tr><td>Acceptable</td><td>2</td></tr> <tr><td>Satisfactory</td><td>3</td></tr> <tr><td>Excellent</td><td>4</td></tr> </table>	Unsatisfactory	0	Poor	1	Acceptable	2	Satisfactory	3	Excellent	4
Unsatisfactory	0										
Poor	1										
Acceptable	2										
Satisfactory	3										
Excellent	4										
<b>A6</b>	Could you please rate the analytical abilities of the security officials and staff provided to you by the company in question										
	<table border="1"> <tr><td>Unsatisfactory</td><td>0</td></tr> <tr><td>Poor</td><td>1</td></tr> <tr><td>Acceptable</td><td>2</td></tr> <tr><td>Satisfactory</td><td>3</td></tr> <tr><td>Excellent</td><td>4</td></tr> </table>	Unsatisfactory	0	Poor	1	Acceptable	2	Satisfactory	3	Excellent	4
Unsatisfactory	0										
Poor	1										
Acceptable	2										
Satisfactory	3										
Excellent	4										



References - Security Analysis & Security Assessments continued Questions A7 to A14

<b>A7</b>	How would you describe the quality of service provided to you by company in question	
	Unsatisfactory	0
	Poor	1
	Acceptable	2
	Satisfactory	3
	Excellent	4
<b>A8</b>	Could you please rate the security abilities of the security officials provided to you by the company in question	
	Unsatisfactory	0
	Poor	1
	Acceptable	2
	Satisfactory	3
	Excellent	4
<b>A9</b>	How would you describe your feeling of safety and security whilst the company in question provided / provides the service to you	
	Unsatisfactory	0
	Poor	1
	Acceptable	2
	Satisfactory	3
	Excellent	4
<b>A10</b>	In your dealings with the company in question in your opinion was the service received professional?	
	Yes	1
	No	0
<b>A11</b>	Was the company in question able to meet the deadlines set at the outset of your contract with them?	
	Yes	1
	No	0
<b>A12</b>	How would you rate the time management of the staff associated with the company in question?	
	Unsatisfactory	0
	Poor	1
	Acceptable	2
	Satisfactory	3
	Excellent	4
<b>A13</b>	How would you rate the time management of the management of the company in question?	
	Unsatisfactory	0
	Poor	1
	Acceptable	2
	Satisfactory	3
	Excellent	4
<b>A14</b>	Could you please rate the quality of service or the quality of the final product provided to you by the company in question	
	Unsatisfactory	0
	Poor	1
	Acceptable	2
	Satisfactory	3
	Excellent	4

References - Security Analysis & Security Assessments continued Questions B1 to B4

<b>B</b>		<b>QUESTIONS FOR REFERENCES PROVIDED - COMMUNICATION</b>	
<b>B1</b>	Could you please rate the methods of communication provided to you by the company in question		
	Unsatisfactory		0
	Poor		1
	Acceptable		2
	Satisfactory		3
	Excellent		4
<b>B2</b>	Could you please rate the frequency of communication provided to you by the company in question		
	Unsatisfactory		0
	Poor		1
	Acceptable		2
	Satisfactory		3
	Excellent		4
<b>B3</b>	Could you please rate the quality of information communicated to you by the company in question		
	Unsatisfactory		0
	Poor		1
	Acceptable		2
	Satisfactory		3
	Excellent		4
<b>B4</b>	Could you please rate the abilities of the staff performing duties in the control room to receive and distribute information accurately and timeously		
	Unsatisfactory		0
	Poor		1
	Acceptable		2
	Satisfactory		3
	Excellent		4

References - Security Analysis & Security Assessments continued Questions C1 to D1

<b>C</b>		<b>QUESTIONS FOR REFERENCES PROVIDED - TRAINING</b>	
<b>C1</b>	How would you rate the skill level of the security officers associated with the company in question?		
	Unsatisfactory		0
	Poor		1
	Acceptable		2
	Satisfactory		3
	Excellent		4
<b>C2</b>	How would you rate the skill level of the management associated with the company in question?		
	Unsatisfactory		0
	Poor		1
	Acceptable		2
	Satisfactory		3
	Excellent		4
<b>C3</b>	How would you rate the response of the company in question when you have identified a need for site specific training?		
	Unsatisfactory		0
	Poor		1
	Acceptable		2
	Satisfactory		3
	Excellent		4
<b>D</b>		<b>QUESTIONS FOR REFERENCES PROVIDED - CR, OR, CC Spec Tact incl AR, Off-site Monit &amp; CR</b>	
<b>D1</b>	Could you please rate the service provided to you by the Control Room / Operational Command Centre of company in question		
	Unsatisfactory		0
	Poor		1
	Acceptable		2
	Satisfactory		3
	Excellent		4

**- END: SERVICE TYPE 3: Security Analysis and Security Assessments -**

**Declaration by Company representative**

Hereby I ..... in my capacity as .....,  
 from ....., hereby declare that the  
 information provided above is accurate and that I have not been influenced in anyway whilst providing  
 this information.

I further confirm that this evaluation was done for **Service Type 3: Security Analysis and Security**

**Assessments** for the following Region:

.....

I submit the following references to be contacted by the Western Cape Government. I acknowledge  
 that their feedback will be used to determine my final percentage score achieved during this  
 operational assessment.

Reference 1	Reference 2	Reference 3
<b>Name:</b>	<b>Name:</b>	<b>Name:</b>
<b>Company:</b>	<b>Company:</b>	<b>Company:</b>
<b>Tel no:</b>	<b>Tel no:</b>	<b>Tel no:</b>
<b>Address:</b>	<b>Address:</b>	<b>Address:</b>
<b>Email:</b>	<b>Email:</b>	<b>Email:</b>
<b>Bidder Acknowledgement and Signature</b>		<b>Date</b>

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

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

<b>WCG Staff Member Signature</b>	<b>Persal Number</b>	<b>Date</b>

**Service Type 4: Off-site Monitoring and Control Room Questions 1 to 1.11**

Off-Site Monitoring And Control Room		88	SP Responses
<b>1</b>	<b>Management profile</b>	<b>42</b>	
<b>1.1</b>	<b>How many people in your management have a security related qualification obtained at an institution of higher learning?</b>	<b>10</b>	<b>Maximum score obtainable for this question is 10</b>
1.1.1	Degree	5	
1.1.2	Diploma	4	
1.1.3	Certificate	3	
1.1.4	Grade 12	2	
1.1.5	None	0	
<b>1.2</b>	<b>Is there an identified / do you have a dedicated contract manager?</b>	<b>5</b>	
1.2.1	Yes	5	
1.2.2	None	0	
<b>1.3</b>	<b>Who is this person?</b>		
<b>1.4</b>	<b>What is his/her qualification?</b>	<b>5</b>	<b>Maximum score obtainable for this question is 5</b>
1.4.1	Degree	5	
1.4.2	Diploma	4	
1.4.3	Certificate	3	
1.4.4	Grade 12	2	
1.4.5	None	0	
<b>1.5</b>	<b>Has that person managed any other similar security contracts?</b>	<b>5</b>	
1.5.1	Yes	5	
1.5.2	None	0	
<b>1.6</b>	<b>Where?</b>		
<b>1.7</b>	<b>References / contact details</b>		
<b>1.8</b>	<b>Do you perform SAPS security clearances on staff? (Provide proof)</b>	<b>5</b>	
1.8.1	Yes	5	
1.8.2	None	0	
<b>1.9</b>	<b>What is the monthly basic salary of your guards in their first year of service?</b>	<b>5</b>	<b>Maximum score obtainable for this question is 5</b>
1.9.1	Grade A	<div style="background-color: #4a7c9c; color: white; padding: 5px; display: inline-block;"> <b>Scoring matrix applicable to all Grades</b> </div> <ul style="list-style-type: none"> <li>-5 = Basic salary lower than PSIRA Illustrative Pricing guide</li> <li>1 = Basic salary as per PSIRA Illustrative Pricing guide</li> <li>3 = Between 5% and 10% above PSIRA Illustrative Pricing guide</li> <li>4 = Between 11% and 40% above PSIRA Illustrative Pricing guide</li> <li>5 = More than 40% above PSIRA Illustrative Pricing</li> </ul>	
1.9.2	Grade B		
1.9.3	Grade C		
1.9.4	Grade D		
<b>1.10</b>	<b>On what date of the month is your salary date?</b>	<b>6</b>	
1.10.1	Do you keep a monthly payroll?	1	
1.10.2	Can we view your payroll for the last 6 months?	1	
1.10.3	Do you issue your security officials with payslips?	1	
1.10.4	How regularly?		
1.10.5	Is it before or after their salary date?	1	
1.10.6	Do you keep copies of payslips issued?	1	
1.10.7	If so, can we view some?	1	
<b>1.11</b>	<b>Has the company or one of the Directors ever been blacklisted as a supplier to the WCG or not allowed to be registered with PSIRA, dishonoured a contract or had a contract been terminated before it's time? If yes, please explain</b>	<b>1</b>	<b>Maximum score obtainable for this question is 1. A "Yes" response results in a -5 score</b>
1.11.1	Yes	-5	
1.11.2	No	1	
1.11.3			

**Service Type 4: Off-site Monitoring and Control Room Questions 2 to 2.6**

<b>2</b>	<b>Communication</b>	<b>22</b>	
<b>2.1</b>	<b>How do you communicate important client needs or site specific information to your staff and or security officials?</b>	<b>4</b>	
2.1.1	No communication methodology in place	0	
2.1.2	Monthly meetings	1	
2.1.3	Verbal Communication only	2	
2.1.4	Written Instruction only (includes mobile messages)	3	
2.1.5	Verbal followed by written instruction (includes mobile messages)	4	
<b>2.2</b>	<b>How frequently does communication from management take place to your client</b>	<b>3</b>	
2.2.1	No Communication	0	
2.2.2	Monthly	1	
2.2.3	Weekly	2	
2.2.4	Daily	3	
<b>2.3</b>	<b>What communication structure or plan is in place?</b>	<b>3</b>	
2.3.1	No communication plan in place	0	
2.3.2	Communication plan only speaks to management structure and operational staff	1	
2.3.3	Communication plan only speaks to management structure and clients	2	
2.3.4	Detailed communication plan, extending to all areas of the company and clients	3	
<b>2.4</b>	<b>How do you communicate to your clients?</b>	<b>4</b>	
2.4.1	No communication	0	
2.4.2	Communicated verbally through staff member associated with project	1	
2.4.3	Electronic Media (SMS / E-mail)	2	
2.4.4	Written communication	3	
2.4.5	Meetings; all of the above	4	
<b>2.5</b>	<b>What communication methods are most frequently used by your company to communicate with the guarding compliment?</b>	<b>5</b>	
2.5.1	No Communication	0	
2.5.2	Written Notice placed on Notice Boards	1	
2.5.3	Communicated verbally through control and / or supervisor	2	
2.5.4	Personalised letters / Notices	3	
2.5.5	Electronic Media (SMS / E-mail)	4	
2.5.6	Verbal followed by written confirmation	5	
<b>2.6</b>	<b>How frequent does communication from management take place to the guarding or staff compliment?</b>	<b>3</b>	
2.6.1	No Communication	0	
2.6.2	Monthly	1	
2.6.3	Weekly	2	
2.6.4	Daily	3	

**Service Type 4: Off-site Monitoring and Control Room Questions 3 to 3.4**

<b>3</b>	<b>Training</b>	<b>8</b>	
<b>3.1</b>	<b>Do you provide contract / site specific training?</b>	<b>1</b>	
3.1.1	Yes and as required by the client	1	
3.1.2	No	0	
<b>3.2</b>	<b>Is this training provided by a SAQA accredited training provider?</b>	<b>1</b>	
3.2.1	Yes	1	
3.2.2	No	0	
<b>3.3</b>	<b>How frequently is this training provided?</b>	<b>5</b>	
3.3.1	No training	0	
3.3.2	When required	1	
3.3.3	Bi- Annually	1	
3.3.4	Annually	2	
3.3.5	Every 6 months	3	
3.3.6	Quarterly	3	
3.3.7	Every 3 months	4	
3.3.8	Monthly	4	
3.3.9	Immediately when need is identified	5	
<b>3.4</b>	<b>Does this training provide you with opportunities to influence the Standard Operating Procedures of your Clients?</b>	<b>1</b>	
3.4.1	Yes	1	
3.4.2	No	0	



**Service Type 4: Off-site Monitoring and Control Room Questions 4 to 4.7**

<b>4</b>	<b>Control Room, Operational Room, Command Centre - Special Tactical incl AR, Off-site Monitoring and CR</b>	<b>16</b>	
<b>4.1</b>	<b>Do you have a Control Room / Operational Command Centre</b>	<b>1</b>	
4.1.1	Yes	1	
4.1.2	No	0	
<b>4.2</b>	<b>If, yes. Is your Control Room / Operational Command Centre operational 24/7/365?</b>	<b>1</b>	
4.2.1	Yes	1	
4.2.2	No	0	
<b>4.3</b>	<b>Do you have a dedicated Control Room / Operational Command Centre Manager 24/7/365?</b>	<b>1</b>	
4.3.1	Yes	1	
4.3.2	No	0	
<b>4.4</b>	<b>How many registered Controllers (Grade B or Higher are on duty in your Control Room / Operational Command Centre at any given time</b>	<b>4</b>	
4.4.1	None	0	
4.4.2	1	1	
4.4.3	2	2	
4.4.4	3	3	
4.4.5	4 or more	4	
<b>4.5</b>	<b>How many sites/locations do you monitor remotely from your Control Room / Operational Command Centre</b>	<b>4</b>	
4.5.1	None	0	
4.5.2	1	1	
4.5.3	2	2	
4.5.4	3	3	
4.5.5	4 or more	4	
<b>4.6</b>	<b>Will the WCG sites be monitored from this Control Room / Operational Command Centre?</b>	<b>1</b>	
4.6.1	Yes	1	
4.6.2	No	0	
<b>4.7</b>	<b>What type of technology is utilised in your control room?</b>	<b>4</b>	
4.7.1	None	0	
4.7.2	Base Radio & Telephone (incl. cellular phone) only	1	
4.7.3	Vehicle Monitoring System only	1	
4.7.4	Officer Patrol System only	1	
4.7.5	Electronic guard monitoring system only	1	
4.7.6	Base Radio & Telephone (incl. cellular phone) and Vehicle Monitoring System	2	
4.7.7	Base Radio & Telephone (incl. cellular phone) and Officer Patrol System and Electronic guard monitoring system only	3	
4.7.8	Vehicle Monitoring System and Officer Patrol System only	2	
4.7.9	Vehicle Monitoring System and Electronic guard monitoring system only	2	
4.7.10	Officer Patrol System and Electronic guard monitoring system only	2	
4.7.11	Vehicle Monitoring System, Electronic guard monitoring system and Officer Patrol System only	3	
4.7.12	All of the above	4	

Reference Questions - Off-site Monitoring and Control Room Questions A1 to A6

<b>Off-Site Monitoring And Control Room</b>											
<b>A</b>	<b>QUESTIONS FOR REFERENCES PROVIDED - MANAGEMENT</b>										
<b>A1</b>	Could you please rate the management of the services provided to you by the company in question										
	<table border="1"> <tr> <td>Unsatisfactory</td> <td>0</td> </tr> <tr> <td>Poor</td> <td>1</td> </tr> <tr> <td>Acceptable</td> <td>2</td> </tr> <tr> <td>Satisfactory</td> <td>3</td> </tr> <tr> <td>Excellent</td> <td>4</td> </tr> </table>	Unsatisfactory	0	Poor	1	Acceptable	2	Satisfactory	3	Excellent	4
Unsatisfactory	0										
Poor	1										
Acceptable	2										
Satisfactory	3										
Excellent	4										
<b>A2</b>	Could you please rate the client communication provided to you by the company in question										
	<table border="1"> <tr> <td>Unsatisfactory</td> <td>0</td> </tr> <tr> <td>Poor</td> <td>1</td> </tr> <tr> <td>Acceptable</td> <td>2</td> </tr> <tr> <td>Satisfactory</td> <td>3</td> </tr> <tr> <td>Excellent</td> <td>4</td> </tr> </table>	Unsatisfactory	0	Poor	1	Acceptable	2	Satisfactory	3	Excellent	4
Unsatisfactory	0										
Poor	1										
Acceptable	2										
Satisfactory	3										
Excellent	4										
<b>A3</b>	Could you please rate the actual service provided to you by the company in question										
	<table border="1"> <tr> <td>Unsatisfactory</td> <td>0</td> </tr> <tr> <td>Poor</td> <td>1</td> </tr> <tr> <td>Acceptable</td> <td>2</td> </tr> <tr> <td>Satisfactory</td> <td>3</td> </tr> <tr> <td>Excellent</td> <td>4</td> </tr> </table>	Unsatisfactory	0	Poor	1	Acceptable	2	Satisfactory	3	Excellent	4
Unsatisfactory	0										
Poor	1										
Acceptable	2										
Satisfactory	3										
Excellent	4										
<b>A4</b>	Could you please rate the appearance of the staff & security officials provided to you by the company in question										
	<table border="1"> <tr> <td>Unsatisfactory</td> <td>0</td> </tr> <tr> <td>Poor</td> <td>1</td> </tr> <tr> <td>Acceptable</td> <td>2</td> </tr> <tr> <td>Satisfactory</td> <td>3</td> </tr> <tr> <td>Excellent</td> <td>4</td> </tr> </table>	Unsatisfactory	0	Poor	1	Acceptable	2	Satisfactory	3	Excellent	4
Unsatisfactory	0										
Poor	1										
Acceptable	2										
Satisfactory	3										
Excellent	4										
<b>A5</b>	Could you please rate the attitude of the security officials posted & staff provided to you by the company in question										
	<table border="1"> <tr> <td>Unsatisfactory</td> <td>0</td> </tr> <tr> <td>Poor</td> <td>1</td> </tr> <tr> <td>Acceptable</td> <td>2</td> </tr> <tr> <td>Satisfactory</td> <td>3</td> </tr> <tr> <td>Excellent</td> <td>4</td> </tr> </table>	Unsatisfactory	0	Poor	1	Acceptable	2	Satisfactory	3	Excellent	4
Unsatisfactory	0										
Poor	1										
Acceptable	2										
Satisfactory	3										
Excellent	4										
<b>A6</b>	Could you please rate the analytical abilities of the security officials and staff provided to you by the company in question										
	<table border="1"> <tr> <td>Unsatisfactory</td> <td>0</td> </tr> <tr> <td>Poor</td> <td>1</td> </tr> <tr> <td>Acceptable</td> <td>2</td> </tr> <tr> <td>Satisfactory</td> <td>3</td> </tr> <tr> <td>Excellent</td> <td>4</td> </tr> </table>	Unsatisfactory	0	Poor	1	Acceptable	2	Satisfactory	3	Excellent	4
Unsatisfactory	0										
Poor	1										
Acceptable	2										
Satisfactory	3										
Excellent	4										

**References - Off-site Monitoring and Control Room continued Questions A7 to A14**

<b>A7</b>	How would you describe the quality of service provided to you by company in question	
	Unsatisfactory	0
	Poor	1
	Acceptable	2
	Satisfactory	3
	Excellent	4
<b>A8</b>	Could you please rate the security abilities of the security officials provided to you by the company in question	
	Unsatisfactory	0
	Poor	1
	Acceptable	2
	Satisfactory	3
	Excellent	4
<b>A9</b>	How would you describe your feeling of safety and security whilst the company in question provided / provides the service to you	
	Unsatisfactory	0
	Poor	1
	Acceptable	2
	Satisfactory	3
	Excellent	4
<b>A10</b>	In your dealings with the company in question in your opinion was the service received professional?	
	Yes	1
	No	0
<b>A11</b>	Was the company in question able to meet the deadlines set at the outset of your contract with them?	
	Yes	1
	No	0
<b>A12</b>	How would you rate the time management of the staff associated with the company in question?	
	Unsatisfactory	0
	Poor	1
	Acceptable	2
	Satisfactory	3
	Excellent	4
<b>A13</b>	How would you rate the time management of the management of the company in question?	
	Unsatisfactory	0
	Poor	1
	Acceptable	2
	Satisfactory	3
	Excellent	4
<b>A14</b>	Could you please rate the quality of service or the quality of the final product provided to you by the company in question	
	Unsatisfactory	0
	Poor	1
	Acceptable	2
	Satisfactory	3
	Excellent	4

**References - Off-site Monitoring and Control Room continued Questions B1 to B4**

<b>B</b>		<b>QUESTIONS FOR REFERENCES PROVIDED - COMMUNICATION</b>	
<b>B1</b>	Could you please rate the methods of communication provided to you by the company in question		
	Unsatisfactory		0
	Poor		1
	Acceptable		2
	Satisfactory		3
	Excellent		4
<b>B2</b>	Could you please rate the frequency of communication provided to you by the company in question		
	Unsatisfactory		0
	Poor		1
	Acceptable		2
	Satisfactory		3
	Excellent		4
<b>B3</b>	Could you please rate the quality of information communicated to you by the company in question		
	Unsatisfactory		0
	Poor		1
	Acceptable		2
	Satisfactory		3
	Excellent		4
<b>B4</b>	Could you please rate the abilities of the staff performing duties in the control room to receive and distribute information accurately and timeously		
	Unsatisfactory		0
	Poor		1
	Acceptable		2
	Satisfactory		3
	Excellent		4

**References - Off-site Monitoring and Control Room continued Questions C1 to D1**

<b>C</b>		<b>QUESTIONS FOR REFERENCES PROVIDED - TRAINING</b>	
<b>C1</b>	How would you rate the skill level of the security officers associated with the company in question?		
	Unsatisfactory		0
	Poor		1
	Acceptable		2
	Satisfactory		3
	Excellent		4
<b>C2</b>	How would you rate the skill level of the management associated with the company in question?		
	Unsatisfactory		0
	Poor		1
	Acceptable		2
	Satisfactory		3
	Excellent		4
<b>C3</b>	How would you rate the response of the company in question when you have identified a need for site specific training?		
	Unsatisfactory		0
	Poor		1
	Acceptable		2
	Satisfactory		3
	Excellent		4
<b>D</b>		<b>QUESTIONS FOR REFERENCES PROVIDED - CR, OR, CC Spec Tact incl AR, Off-site Monit &amp; CR</b>	
<b>D1</b>	Could you please rate the service provided to you by the Control Room / Operational Command Centre of company in question		
	Unsatisfactory		0
	Poor		1
	Acceptable		2
	Satisfactory		3
	Excellent		4

**- END: SERVICE TYPE 4: Off-site Monitoring and Control Room -**

**Declaration by Company representative**

Hereby I ..... in my capacity as .....  
 from ....., hereby declare that the  
 information provided above is accurate and that I have not been influenced in anyway whilst providing  
 this information.

I further confirm that this evaluation was done for **Service Type 4: Off-Site Monitoring and Control Room**  
 for the following Region: .....

I submit the following references to be contacted by the Western Cape Government. I acknowledge  
 that their feedback will be used to determine my final percentage score achieved during this  
 operational assessment.

Reference 1	Reference 2	Reference 3
<b>Name:</b>	<b>Name:</b>	<b>Name:</b>
<b>Company:</b>	<b>Company:</b>	<b>Company:</b>
<b>Tel no:</b>	<b>Tel no:</b>	<b>Tel no:</b>
<b>Address:</b>	<b>Address:</b>	<b>Address:</b>
<b>Email:</b>	<b>Email:</b>	<b>Email:</b>
<b>Bidder Acknowledgement and Signature</b>		<b>Date</b>

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

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

<b>WCG Staff Member Signature</b>	<b><i>Persal Number</i></b>	<b><i>Date</i></b>

**APPENDIX B**

**PRIVATE SECURITY SERVICE PROVIDERS SERVICE LEVELS STANDARDS**



**SERVICE TYPE 1**

**PHYSICAL SECURITY (GUARDING SOLUTION)**

The Service Provider shall –

- 1.1. dedicate a contract manager to ensure the effective management of the Services rendered to the Department and who shall act as a liaison between the Department and the Service Provider as and when the need arises and ensure that the contract manager reports to the Department on a daily basis of the status of its functioning and discuss solutions to any issues which may have arisen;
- 1.2. ensure that all security officers exercise the highest possible standards of conduct in performing their duties in accordance with the Agreement;
- 1.3. provide the Department with its operating procedures and processes relating to the Services at the premises;
- 1.4. be responsible for the overall management and supervision of the security officers;
- 1.5. ensure that a site manager is appointed to visit the premises at least 3 (three) times during every 12 hour shift;
- 1.6. Ensure that the correct number of Security Officers on site and ready to perform their duties least fifteen (15) minutes before a shift commences
- 1.7. Ensure that no self-posting takes place, the transgression of which will be dealt with in terms of "Compliance Management" as stipulated under paragraph 7.3 of the Service Level Agreement
- 1.8. ensure that security officers do not report for duty or enter a building in the Site if they are not registered with PSIRA, or if their registration is withdrawn or suspended by PSIRA, or if they do not display both their PSIRA and the Service Provider's corporate photo identification badges;
- 1.9. Provide the Department with certified copies of the following documents for each of its finance, administration, human resources personnel and security officers –
  - 1.9.1. ID documents;
  - 1.9.2. South African Police Services record check;
  - 1.9.3. PSIRA certificates where applicable;
  - 1.9.4. Grade Ten (10) educational qualification;
  - 1.9.5. Highest educational qualification.
- 1.10. Inform the Department immediately in writing if any Security Officer is found guilty of improper conduct as contemplated in the code of conduct for security providers;
- 1.11. Ensure that all security officers are dressed in accordance with its corporate uniform and dress standards, namely a jacket, shirt, pants, tie, name tag and appropriate shoes;
- 1.12. Ensure that all security officers are equipped with the necessary service aids;
- 1.13. Exercise reasonable skill, care and diligence in the rendering of the Services and the performance of its obligations to the Department;

- 1.14. ensure that all necessary equipment, services or material as required are kept in the condition as required by law, regulations and procedures and readily available for the Department to inspect and test without prior notice;
- 1.15. in the provision of the Services, have due regard to the operational requirements of the Department and other parties occupying or operating from the premises and shall not do, or permit to be done, anything which may negatively impact on such parties' operational requirements;
- 1.16. ensure that the security officers shall at all times comply fully with any safety, fire, emergency and security procedures and policies applicable at the premises;
- 1.17. ensure that the security officers who fail to comply with the procedures or policies contained herein are appropriately disciplined and, if required by the Department, replaced without delay and the Department shall be entitled to deny such person access to the relevant premises;
- 1.18. provide written reports on progress made in the rendering of the Services to the Department Security Manager at such intervals and in such format as may be determined by the Department and communicated to the Service Provider in writing;
- 1.19. in the event of an unusual occurrence, submit an incident report to the Department Security Manager within eight (8) hours of it occurring, along with the daily report form;
- 1.20. Submit weekly a printed hard copy of the data from an electronic patrol tracking system to the facility manager, if applicable.
- 1.21. Provide the department with the salary advices of guards deployed and proof of payment of such into the bank accounts of the respective guards, within 2 days of being requested such by the Department. The sample amount and frequency of the request will be determined by the department
- 1.22. all security officers intended to be used at the premises must comply with the following requirements –
  - 1.22.1. Be a SA Citizen
  - 1.22.2. Possess a minimum PSiRA grade D qualification
  - 1.22.3. possess as a minimum a grade 10 academic qualification;
  - 1.22.4. be able to work independently;
  - 1.22.5. be able to communicate in two of the three official languages of the Western Cape and be able to write in English;
  - 1.22.6. be physically fit;
  - 1.22.7. be assertive enough to enforce security measures as required;
  - 1.22.8. be trained in professional conduct, including difficult and conflict situations;
  - 1.22.9. be presentable, clean, neat and portray a professional image at all times whilst conducting their duties in a professional manner;
  - 1.22.10. comply with the corporate uniform and dress standards by wearing a jacket, shirt, pants, tie, name tag and appropriate shoes;
  - 1.22.11. be alert, vigilant and professional in their approach, bearing and actions and the following deviations will be regarded as extremely serious and may be regarded as sufficient reason to request the Service Provider to remove the security officers permanently from the premises –

- 1.22.11.1. absence from the premises without proper notification;
- 1.22.11.2. accepting any gifts or bribes while on duty;
- 1.22.11.3. conduct unbecoming of a security officer;
- 1.22.11.4. drinking intoxicating liquor or using intoxicating substances while on duty or reporting for duty in an intoxicated condition;
- 1.22.11.5. enabling any person to secure stolen property from the premises;
- 1.22.11.6. false reporting;
- 1.22.11.7. negligent in the application of their responsibilities;
- 1.22.11.8. sleeping on duty or neglecting their duty;
- 1.22.11.9. using a weapon improperly;
- 1.22.11.10. unnecessarily harsh or violent conduct or using profane language while performing their duties in accordance with this Agreement;
- 1.22.11.11. wilful disobedience of instructions, orders of a superior or a reasonable request by the Department;
- 1.22.11.12. failing to report any security incident or safety hazard either observed by the security officers or brought to their attention by another person;
- 1.22.11.13. failing to wear the prescribed clothing or identification when on duty;
- 1.22.11.14. failure to have all the service aids required while on duty as;
- 1.22.11.15. failing to present an acceptable image or an upright position, or deal with any person in a respectful manner. This implies that Security Officers shall not sit when they should be standing and shall not lounge about, smoke, eat, drink, read or occupy themselves with any distracting activity while attending to any person in the performance of their duties;
- 1.23. Shall prepare and maintain a continuous service improvement plan for all Services supplied to the Department on a monthly basis. This shall include, but not be limited to –
  - 1.23.1 Opportunities to reduce risk to the Services;
  - 1.23.2 Opportunities to reduce the cost of Services to the Department;
  - 1.23.3 Opportunities to improve service performance;
  - 1.23.4 Opportunities to increase service availability;
  - 1.23.5 Opportunities to motivate and reward good performance;
  - 1.23.6 Updates on existing improvement projects;
  - 1.23.7 Metrics on recently implemented improvement projects.
- 1.24. Ensure that the specified number of security officers are always deployed at the premises for the duration of the contracted shift periods. At no point may a registered post be vacant;
- 1.25. Shall publish a service handbook that includes –
  - 1.25.1 Site induction and orientation;
  - 1.25.2 Contact details for the Service Provider and the Department;
  - 1.25.3 Details of the equipment and services provided;
  - 1.25.4 Details of the support provided;
  - 1.25.5 Details of complaints logging procedures for all services;
  - 1.25.6 Roles and responsibilities;

- 1.25.7. Details of the escalation procedure;  
The service handbook shall be updated following any major change or annually, when applicable, if no such changes have taken place.
- 1.26. monitoring, reporting and inspections –
- 1.26.1. Shall complete and submit a daily report form to facility manager upon completion of each daily shift.
- 1.26.2. Shall provide a written monthly report to the Department Security Manager which provides the information required by the Department to assess the quality of the services provided and to determine the payment due for the services. As a minimum the monthly report shall include the following –
- 1.26.2.1. an overview of the key points from the monthly report;
- 1.26.2.2. details of performance as compared with the Agreement;
- 1.26.2.3. explanation of the reasons for any failure to achieve target performance levels, together with a description of any steps being taken to avoid any problems recurring;
- 1.26.2.4. a summary of incidents in the reporting period, broken down by priority and type, and identifying any trends and preventative actions being taken;
- 1.26.2.5. 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;
- 1.26.2.6. details of any proposed plans for planned enhancements or maintenance and the way in which any consequent service disruption will be minimised;
- 1.26.2.7. 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:
- 1.26.2.7.1. without delay inform the Department of all incidents or accidents which may occur on the premises, which involve the Service Provider's personnel;
- 1.26.2.7.2. Co-operate fully with the Department in analysing and investigating such incidents or accidents.
- 1.26.2.8. Any and all reports prepared during the term of the Agreement shall become the property of the Department;
- 1.27. Ensure that security officers do not perform more than 12 (twelve) hours of work per day and accordingly may not work double shifts. Security officer may not work more than 10 (ten) hours overtime per week (5 days);
- 1.28. Shall exercise every precaution to ensure that all government equipment and property entrusted to its care is secure and the possibility of loss, unauthorised use and damage is minimised;
- 1.29. Excepting fair wear and tear, the Service Provider shall be responsible for any loss or damage to government equipment and property in its possession at all times. The Service Provider undertakes to replace such items in the event that equipment or property in its possession is damaged, destroyed, lost or stolen, irrespective of the cause of the damage, destruction or loss;
- 1.30. The Department in consultation with the Service Provider shall determine the replacement cost of government equipment and property, which has been lost, stolen

or damaged whilst in the care of the Service Provider, and to set off such costs from any payment due by the Department to the Service Provider;

- 1.31. Shall immediately return to the facility manager any item of government property found or recovered by the Service Provider's staff in the course of their duties.

**SERVICE TYPE 2**

**SPECIAL TACTICAL GUARDING, INCL. ARMED RESPONSE**

- 2.1 **In addition to the Service Levels stated under the service type Physical Security (Guarding solution), the following Service Levels are also applicable to those Service Providers providing the service type Special Tactical Guarding, incl. Armed Response**
- 2.2 The Service Provider shall –
- 2.2.1 Ensure that a supervisor is available on-site during all high profile and adverse events
  - 2.2.2 Ensure that all armed guards are in possession of the required permits and licences to be in possession of the applicable firearm.
  - 2.2.3 Ensure that all armed officers have successfully completed the necessary accredited firearm training, as per SASSETA standards
  - 2.2.4 Ensure that the service provider is in a position to present the applicable SASSETA accredited firearm training certificates when requested to do so by the Department.
  - 2.2.5 Ensure that all armed officers do not wilfully display their firearms and that their firearms remain holstered at all times when not in use
  - 2.2.6 Ensure that armed response officers have a minimum PSiRA Grade C registration
  - 2.2.7 Ensure that officers respond to all alarms at WCG premises within 5 minutes of activation. This includes normal building, panic, fire and emergency alarms
  - 2.2.8 Ensure that response officers visit applicable WCG sites a minimum of three (3) times per shift
  - 2.2.9 Ensure that response vehicles are equipped with the necessary response equipment, such as medical kits, fire extinguishers, tracking / GPS device, radio, flashlight, etc.
  - 2.2.10 Ensure that armed response officers possess the necessary class of licence to drive the applicable response vehicle
  - 2.2.11 Ensure that armed response vehicles remain roadworthy and licenced for the duration of the contract.
  - 2.2.12 Ensure that armed response vehicles are appropriately branded with the service provider name and logo

**SERVICE TYPE 3**

**SECURITY ANALYSIS AND ASSESSMENTS**

- 3.1 The Service Provider shall –
- 3.1.1 Ensure that all staff performing security analysis and assessments are registered with PSiRA
  - 3.1.2 Ensure that weekly progress reports are submitted to the applicable Department Security Manager
  - 3.1.3 Attend progress / feedback meetings with the Department as requested
  - 3.1.4 Ensure that the security analyst does not enter applicable WCG facility without appointment.
  - 3.1.5 Provide an electronic and hard copy of the final assessment report to facility manager and applicable Department Security Manager within stipulated time frame

- 3.1.6 Ensure that all equipment to be used during security analysis or assessment remains in good working order for the duration of the analysis or assessment

**SERVICE TYPE 4**

**OFF-SITE MONITORING AND CONTROL ROOM**

- 4.1 The Service Provider shall –
  - 4.1.1 Ensure that a supervisor is available in Control Room during all high profile and adverse events
  - 4.1.2 Ensure 24 hour monitoring of all WCG sites, as stipulated in work order.
  - 4.1.3 Ensure that all Control Room operators have a minimum PSiRA Grade B registration
  - 4.1.4 Ensure that all Control Room officers are trained and qualified as Control Room operators
  - 4.1.5 Ensure that all alarms and adverse events at WCG premises are responded to within 5 minutes of activation. This includes normal building, panic, fire and emergency alarms.
  - 4.1.6 Ensure that Control Room is sufficiently manned 24/7/365
  - 4.1.7 Ensure that weekly reports are submitted to the applicable Department Security Manager
  - 4.1.8 Inform the Department immediately in writing if any Security Officer is found guilty of improper conduct as contemplated in the code of conduct for security providers
  - 4.1.9 Attend meetings with the Department as requested
  - 4.1.10 Complete and submit a monthly operational report to the applicable department security manager.
  - 4.1.11. Ensure that controllers do not perform more than 12 (twelve) hours of work per day and accordingly may not work double shifts.
  - 4.1.12. 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.

**STANDARDISE SERVICE LEVEL AGREEMENT TEMPLATE**



**SERVICE LEVEL AGREEMENT**

Entered into by and between

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

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

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

and

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

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

## INTRODUCTION

- A. The Department requires the provision of *(insert the type of security service)* as set out in the Terms of reference of the Framework Agreement WCPT-TR 01/2017/2018 for *(insert the name of the Western Cape Government Facility)* for a period of *(insert the duration period of the call-off contract)*.
- B. The Department has appointed the Service Provider under Bid Number: *(insert quotation/call -off number used by department)* for the rendering of *(insert the type of security service)* for *(insert the call -off contract period)*
- C. The Service Provider has agreed to accept the appointment on the terms and conditions as contained in this Agreement.

## WHEREBY THE PARTIES AGREE AS FOLLOWS:

### 2. INTERPRETATION

- 1.1 In this Agreement unless the context indicates a contrary intention a word or expression which denotes –
- 1.1.1 any gender shall include the other genders;
- 1.1.2 a natural person shall include juristic persons and vice versa; and
- 1.1.3 the singular shall include the plural and vice versa.
- 1.2 The terms and conditions contained in the General Conditions of Contract (GCC), incorporated herein, and annexed hereto as Annexure "A", form part of the Agreement between the Parties.
- 1.3 In the event of any inconsistency between the provisions of parts of the Agreement, the order in which parts of the Agreement will prevail is as follows –
- 1.3.1 The Agreement, excluding the annexures, will prevail over the annexures to the Agreement;
- 1.3.2 The GCC will prevail over the other annexures to the Agreement.
- 1.4 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of this Agreement.

- 1.5 The cancellation or termination of this Agreement shall not affect the provisions of this Agreement which of necessity must continue to have effect after such cancellation or termination, notwithstanding that the clauses themselves do not expressly provide for this.
- 1.6 The rule of construction that a contract shall be interpreted against the Party responsible for the drafting or preparation of it shall not apply to this Agreement.
- 1.7 Words and expressions defined in any clause shall, for the purpose of that clause, bear the meaning assigned to such words and expressions in that clause.
- 1.8 In this Agreement, unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meaning –
- 1.8.1 **“Agreement”** means –
- 1.8.1.1 this Special Condition of Contract;
- 1.8.1.2 the bid proposal of the Service Provider to the extent that it does not conflict with the bid specifications;
- 1.8.1.3 the bid specifications;
- 1.8.1.4 the GCC; and
- 1.8.1.5 any other annexures annexed hereto;
- 1.8.2 **“BBBEE”** means broad-based black economic empowerment as contemplated in the Board-Based Black Economic Empowerment Act 53 of 2003;
- 1.8.3 **“Business Day”** means any day other than a Saturday, Sunday or statutory public holiday in the Republic of South Africa;
- 1.8.4 **“Calendar Day”** means any day of the week and includes weekends and statutory public holidays proclaimed as such in the Republic of South Africa;
- 1.8.5 **“Commencement Date”** means *(insert the starting date of call-off contract)* ;
- 1.8.6 **“Liaison Officer”** means the person designated by the Department to be the contract manager for purposes of this Agreement;
- 1.8.7 **“PSIRA”** means the Private Security Industry Regulatory Authority established in terms of the PSIRA Act;

1.8.8 "PSIRA Act" means the Private Security Industry Regulation Act 56 of 2011 as amended from time to time together with the regulations made in terms thereof;

1.8.9 "Services" means the provision of security guarding services at the Sites in accordance with the conditions as set out in the Terms of reference of the Framework Agreement WCPT-TR 01/2017/2018;

1.8.10 "Site" means the buildings or institutions as determined by means of a call-off at which security guarding services are to take place.

1.9 Any references in the GCC to the terms "Supplier" and "Purchaser" shall be references to the terms "Service Provider" and "Department" respectively in this Agreement.

## 2 APPOINTMENT & COMMENCEMENT

2.1. The Department hereby appoints the Service Provider as the company which will provide the Services.

2.2. The Service Provider accepts such appointment.

2.3. This Agreement shall commence on the Commencement Date, unless otherwise provided for in this Agreement, remain in force for *(insert the contract period)* and terminate on *(insert the contract end date)*.

2.4. The awarding of this bid and the conclusion of this Agreement are based on the information provided by the Service Provider in its bid. The Service Provider shall maintain its status in respect of its BBBEE compliancy and tax matters for the duration of this Agreement. Should any deviation or changes occur, the Service Provider shall advise the Department accordingly. Material deviations may result in the Department having to apply remedial action, suspending or terminating this Agreement. The Service Provider shall for the duration of this Agreement be in possession of a valid tax clearance certificate.

## 3. TERMINATION OF APPOINTMENT

3.1. Notwithstanding any other provision in this Agreement, the Department shall be entitled to terminate this Agreement forthwith by written notice to the Service Provider if the Service Provider –

3.1.1. enters into insolvency;

3.1.2. commits a fraudulent or dishonest act;

- 3.1.3. is, through its own actions, prevented from performing its duties for a period exceeding 5 (five) days;
- 3.1.4. is guilty of any conduct which is prejudicial to the Department's interest;
- 3.1.5. has a civil judgment entered against it;
- 3.1.6. renders a standard of service which is below the standards set out in the bid specifications and the annexures thereto and fails to remedy such standard of service within 7 (seven) consecutive days of receiving written notice informing it of such breach;
- 3.1.7. fails to provide a valid tax clearance certificate during the contract period if the Department requests it; and
- 3.1.8. due to a change during the contract period, qualifies for lower BBBEE status points than its status points as at the conclusion of this Agreement.

#### **4. DUTIES OF THE DEPARTMENT**

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

#### **5. DUTIES OF THE SERVICE PROVIDER**

- 5.1. The Service Provider shall perform the Services according to best practices and with the requisite skills, expertise and knowledge.
- 5.2. The Service Provider shall ensure that all Services shall conform to all the bid specifications and its annexures and render the Services strictly in accordance with the service standards as set out in the Framework Agreement WCPT-TR/2017/2018.
- 5.3. It is the responsibility of service providers to ensure uninterrupted security service at all sites; therefore the appointed Service Provider must provide sufficient site relievers for lunch, smoke, tea and toilet breaks at their own cost. Submitted proposals to specify how many relievers will be on site for each shift and a detailed calculation of how the amount was determined should form part of the proposal document. Relievers Officers must be trained to secure the site in the event of the need to relieve staff.
- 5.3. The Service Provider shall make itself available to attend meetings called by the Liaison Officer and provide any feedback or information requested during those meetings.

- 5.4. The Service Provider shall provide reports to the Department as requested by the Department in writing.
- 5.5. Compliance with the regulatory framework –
- 5.5.1. The Service Provider shall comply with the PSIRA Act and its regulations, the requirements of the PSIRA, maintain its registration with PSIRA, the code of conduct for security service providers, all other legislative prescripts relating to the security industry and all legislative prescripts in respect of labour law relevant to security officers employed by the Service Provider including but not limited to any sectoral determinations, minimum wages and the Compensation of Occupational Injuries and Diseases Act 130 of 1993;
- 5.5.2. Failure to retain registration with the PSIRA shall result in the immediate termination of this Agreement as of the date of suspension or withdrawal of registration; and
- 5.5.3. Any damages suffered and/or costs incurred by the Department as a result of the suspension or withdrawal of registration and termination of this Agreement shall be borne by the Service Provider.

## **6. INVOICING AND PAYMENTS**

- 6.1. The Department shall pay the all-inclusive price of *(insert the total rand value of the service (insert the amount in words)* in accordance with the service delivery standards as set out in the Framework Agreement WCPT-TR 01/2017/2018.
- 6.2. The costs referred to in 6.1 above are all-inclusive of all costs associated with rendering the Services which includes VAT, all costs associated with the provision of security officers, transport costs, operational costs, administrative costs, radios, monitoring systems, posting vehicle and uniform costs.
- 6.3. The Department shall pay the said amounts within 30 (thirty) Calendar Days of receipt of a detailed tax invoice and written confirmation by the Liaison Officer that the Services were rendered satisfactorily during the invoice period.
- 6.4. The following details must be reflected on the invoices contemplated in clause 6.3 –
- 6.4.1. The total amount payable with reference to the specific Services that have been rendered during a particular month;
- 6.4.2. The invoice number;
- 6.4.3. Order number received from the Department; and

6.4.4. VAT payable.

- 6.5. The Department will verify the correctness of a tax invoice, and notify the Service Provider of any possible discrepancies within 10 (ten) Business Days of receipt of the tax invoice. If the Department identifies any material discrepancies, the tax invoice will be referred back to the Service Provider, and the amount due will be payable within 30 (thirty) Calendar Days from receipt of a corrected tax invoice, provided that the provisions of clauses 6.4 and 6.5 have been complied with. Undisputed amounts on an invoice shall be paid by the Department in accordance with clause 6.3.
- 6.6. No payment shall be made in respect of Services that have been rendered that do not comply with the requirements in this Agreement and its annexures.
- 6.7. All payments under this Agreement shall be made in South African Rand by way of an electronic banking transfer into the bank account of the Service Provider (located in the Republic of South Africa), details of which will be specified in the relevant invoice, quoting the invoice number against which payment is to be made.

## **7. PENALTIES**

- 7.1. Where the Service Provider fails to render the Services in terms of this Agreement, penalties for the failure will be calculated per transgression and per security officer per day.
- 7.2. In the event of a transgression being for part of a shift, it will be considered as a transgression for a full shift.
- 7.3. Penalties levied against the Service Provider shall be determined with reference to the total monthly contract price as set out the Framework Agreement WCPT-TR 01/2017/2018.

## **8. PUBLIC LIABILITY INSURANCE**

- 8.1. The Service Provider shall obtain public liability insurance, as described in the Framework Agreement WCPT-TR 01/2017/2018, at its own cost commensurate with the risks associated with rendering the Services.
- 8.2. The Service Provider warrants that it will maintain an insurance policy cover that satisfies the Department contemplated in clause 8.1 for the duration of this Agreement.
- 8.3. The Service Provider shall, at the commencement of this Agreement and thereafter on a quarterly basis, submit to the Department, proof of the validity and continuance of its insurance policy.

8.4. Any non-compliance or the failure to make regular payments of premiums, resulting in the cancellation or suspension of the insurance policy, will constitute a material breach of this Agreement and any damage and/or loss suffered by the Department as a result thereof shall be borne by the Service Provider.

8.5. Clause 8.1 will survive the termination of this Agreement.

## **9. INDEPENDENT CONTRACTOR**

The Service Provider is appointed as an independent contractor, and not as an employee, and at all relevant times during the currency of this Agreement no employer-employee relationship shall exist between the Parties.

## **10. ENTIRE AGREEMENT AND ASSIGNMENT**

10.1. This Agreement replaces any other previous verbal or written agreement entered into between the Parties.

10.2. This Agreement constitutes the entire agreement between the Parties and no amendment, alteration, addition or variation of any right, term or condition of this Agreement will be of any force or effect unless reduced to writing and signed by the Parties to this Agreement.

10.3. The Parties agree that there are no conditions, variations or representations, whether oral or written and whether expressed or implied or otherwise, other than those contained in this Agreement.

10.4. Notwithstanding any provision to the contrary in the Agreement, the primary responsibility for supplying the Services vests with the Service Provider and it may not subcontract, assign, cede, delegate or transfer, in whole or in part, any of its obligations to perform under this Agreement to any other person, without the prior written consent of the Department.

## **11. WAIVER**

11.1. No waiver of any of the terms and conditions of this Agreement shall be binding unless expressed in writing and signed by the Party giving the same, and any such waiver shall be affected only in the specific instance and for the purpose given.

11.2. No failure or delay on the part of either Party in exercising any right, power or privilege precludes any other or further exercising thereof or the exercising of any other right, power or privilege.

11.3. No indulgence, leniency or extension of time which any Party ("*the Grantor*") may grant or show the other Party, shall in any way prejudice the Grantor or preclude the Grantor from exercising any of its rights in terms of this Agreement.



**12. SEVERABILITY**

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

**13. BREACH**

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

**14. SETTLEMENT OF DISPUTES**

- 14.1. Without detracting from a Party's right to institute action or motion proceedings in the High Court or other Court of competent jurisdiction in respect of any dispute that may arise out of or in connection with this Agreement, the parties may, by mutual consent, follow the mediation and/or arbitration procedure as set out in clauses 14.2 and 14.3.
- 14.2. Mediation –
  - 14.2.1. Subject to the provisions of clause 14.1, any dispute arising out of or in connection with this agreement may be referred by the parties without legal representation to a Mediator.
  - 14.2.2. The dispute shall be heard by the Mediator at a place and time to be determined by him or her in consultation with the parties.
  - 14.2.3. The Mediator shall be selected by agreement between the parties.
  - 14.2.4. If an agreement cannot be reached upon a particular Mediator within 3 (three) Business Days after the Parties have agreed to refer the matter to mediation, then the

President of the Cape Law Society shall nominate the Mediator within 7 (seven) Business Days after the Parties have failed to agree.

- 14.2.5. The Mediator shall at his or her sole discretion determine whether the reference to him or her shall be made in the form of written or verbal representations, provided that in making this determination he or she shall consult with the Parties and may be guided by their common reasonable desire of the form in which the said representations are to be made.
- 14.2.6. The Parties shall have 7 (seven) Business Days within which to finalise their representations. The Mediator shall within 7 (seven) Business Days of the receipt of the representations express in writing an opinion on the matter and furnish the Parties each with a copy thereof by hand or by registered post.
- 14.2.7. The opinion so expressed by the Mediator shall be final and binding upon the Parties unless a Party is unwilling to accept the opinion expressed by the Mediator. In such event, the aggrieved Party may institute legal proceedings in a court of competent jurisdiction, unless the Parties agree to refer the dispute to arbitration in accordance with clause 14.3. The expressed opinion of the Mediator shall not prejudice the rights of either Party in any manner whatsoever in the event of legal proceedings or arbitration, as the case may be.
- 14.2.8. The cost of mediation shall be determined by the Mediator.
- 14.2.9. Liability for such cost shall be apportioned by the Mediator and shall be due and payable to the Mediator on presentation of his or her written account.

14.3. Arbitration –

- 14.3.1. Subject to the provisions of clause 14.1, the Parties may agree to refer any dispute arising out of or in connection with this Agreement, to arbitration.
- 14.3.2. Arbitration shall be held in Cape Town informally and otherwise in accordance with the provisions of the Arbitration Act 42 of 1965, it being intended that, if possible, it shall be held and concluded within 10 (ten) Business Days.
- 14.3.3. Save as otherwise specifically provided herein, the Arbitrator shall be if the matter in dispute is –
  - a) primarily a legal matter, a practising Senior Advocate of the Cape Bar;
  - b) any other matter, an independent and suitably qualified person as may be agreed upon between the Parties to the dispute.

14.3.4. If agreement cannot be reached on whether the question in dispute falls under 14.3.3(a) or 14.3.3(b) and/or upon a particular Arbitrator within 3 (three) Business Days after the Parties have agreed to refer the dispute to arbitration, then the Chairperson for the time being of the Cape Bar Council shall –

- a) determine whether the question in dispute falls under 14.3.3(a) or 14.3.3(b); and/or
- b) nominate the Arbitrator within 7 (seven) Business Days after the Parties have failed to agree.

14.3.5. The Arbitrator shall give his or her decision within 5 (five) Business Days after the completion of the arbitration. The Arbitrator may determine that the costs of the arbitration are to be paid either by one or the other or by both of the Parties.

14.3.6. The decision of the Arbitrator shall be final and binding and may be made an order of the Western Cape High Court, Cape Town, upon the application by any Party to the arbitration.

14.4. Notwithstanding the provisions contained in clause 27 of the GCC, disputes between the Parties shall be governed exclusively by, and settled in terms of, clauses 14.1 to 14.3 of this Agreement.

## **15. CONFIDENTIALITY**

15.1. Save as otherwise provided in this Agreement, the Service Provider shall treat as strictly secret and confidential the existence and nature of all discussions and negotiations relating to the subject matter of this Agreement, it being agreed and undertaken by the Service Provider that no disclosure of whatsoever nature or kind of the content of this Agreement shall be made to any person without the prior written consent of the Department.

15.2. The Service Provider shall not during the currency of this Agreement or at any time thereafter, utilise or cause to be utilised, and/or directly or indirectly publish or cause to be published or otherwise disclose or cause to be disclosed to any third party, any personal information of any person obtained during the course of rendering the Services, unless compelled by law to disclose such information.

## **16. WARRANTY**

16.1. The Service Provider warrants to the Department that it will render the Services in accordance with this Agreement that it has the requisite skills and expertise to do so and will, at its own cost, remedy any failures or unsatisfactory performance.

16.2. This warranty may not be delegated or transferred without prior written consent of the Department.

**17. INDEMNITY**

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

**18. NOTICES AND DOMICILIUM**

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

**The Department**  
**The Head of Department**

**The Service Provider**  
**Director**

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

**19. FORCE MAJEURE**

- 19.1. Neither of the Parties shall be liable for a failure to perform any of its obligations insofar as it proves –
- 19.1.1. that the failure was due to an impediment beyond its control;

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

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

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

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

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

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

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

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

SIGNED ON BEHALF OF THE DEPARTMENT AT ..... ON THIS THE ..... DAY OF .....201... (year)

IN THE PRESENCE OF THE UNDERSIGNED WITNESSES:-

1. ....(witness)

2. ....(witness)

.....

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

SIGNED ON BEHALF OF THE SERVICE PROVIDER AT ..... ON THIS THE ..... DAY OF ..... 201...(year)

IN THE PRESENCE OF THE UNDERSIGNED WITNESSES:-

1. ....(witness)

2. ....(witness)

.....

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

**REQUEST FOR QUOTATION TEMPLATE**

**SECURITY SERVICES FOR THE WESTERN CAPE GOVERNMENT:**

**FRAMEWORK AGREEMENT BID NO WCPT -TR 01/2017/2018**

**REQUEST FOR QUOTATION FORM**

Example Request for Quotation form for use when work within the service types is instructed to be carried out within a stated time period of time on an instructed basis.

This Request for Quotation is issued in accordance with clause 8.1 of the call off procedure as contained in the Western Cape Provincial Treasury transversal security services framework agreement 2018 -2021

RFQ No		Assigned by Supply Chain Management	
Service Provider			
I propose to instruct you to carry out the following service			
Description			
Starting date of service		End Date of Service	
Please submit your price proposal in the column below			
Signed on behalf of the WCG			
Print name and surname		Signature	
Rank		Date	
Total Price inclusive of VAT      R			
Signed by the Service Provider			
Print name and surname		Signature	
Position in firm		Date	
I accept the above price and instruct you to carry out the above mentioned service			
Signed by the delegated authority on behalf of the WCG			
Print name and surname		Signature	
Rank		Date	



**A. – SERVICE TYPE 1 - NORMAL PHYSICAL GUARDING – URBAN / RURAL / PER MONTH/DAY/HOUR GRADE  
A/B/C/D/E**

Shift	Rate breakdown	Grade	Amount	Period	Amount offered	Accept/Quote
Day Shift	Monday to Sunday (12 hours)					
Night Shift	Monday to Sunday (12 hours)					
	Supervisor visits ( <b>Rate per kilometre</b> )					
	Radio					
	Baton					
	Torch (minimum 15m visibility)					
	Handheld Metal Detectors					
	Prefab Security Hut					