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PROPOSAL: WCPPT 02/2025

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INVITATION TO BID

You are hereby invited to bid for requirements of the Western Cape Provincial Parliament

BID NUMBER: _____ WCPPT 02/2025

CLOSING DATE: _____ 10 October 2025

CLOSING TIME: _____ 11:00

VALIDITY PERIOD: _____ 90 DAYS (from closing date)

DESCRIPTION: _____ A managed SOC and SIEM service

The successful bidder will be required to sign a written service level agreement.

Kindly note that bids may either be posted (provided that such posted bid documents reach SC&AM before the deadline) or deposited in the bid box as follows:

Postal Address

Manager: SC&AM
Western Cape Provincial Parliament
PO Box 648
CAPE TOWN
8000

OR

in the bid box situated outside the Visitors' Centre, Ground Floor, 7 Wale Street, Provincial Legislature Building,
CAPE TOWN

Bid documents that are too bulky to be placed in the bid box may be delivered at SC&AM Section, 5th Floor, Provincial Legislature Building, 7 Wale Street, Cape Town.

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

BIDDERS MUST MAKE USE OF THE OFFICIAL ATTACHED BID DOCUMENTS/ FORMS AND NO DOCUMENT/ FORM SHALL BE RETYPED. Photocopies of the documents/forms may however be used. A bid submitted in any other manner might invalidate the bid.

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

CHECKLIST - GENERAL BID

BID OFFERS WITHOUT THE FOLLOWING DOCUMENTS WILL NOT BE CONSIDERED:

BID REQUIREMENT	REFERENCE
Please provide a tick (✓) in this instance. In the event of Yes/no option throughout this document please circle to select the appropriate option.	
BID OFFERS WITHOUT THE FOLLOWING DOCUMENTS <u>WILL NOT BE CONSIDERED</u>:	
Completed in full and signed WCPP 1 The Bid	WCPP 1
Valid, original SARS Tax Clearance Certificate in the name of the bidder, alternatively the bidders' SARS pin which will be verified for compliance. In the case of a Consortium, Joint Venture or Sub-Contracting arrangement all parties must submit a valid, original Tax Clearance Certificate, alternatively all the bidders' SARS pins.	WCPP 2
In the case of a Consortium or Joint Venture a Memorandum of Understanding, outlining the roles and responsibilities of all parties to the Joint Venture or Consortium, must be <u>signed</u> by all parties.	
Completed in full WCPP 3.3 Pricing Schedule and Costing template.	WCPP 3.3
A fully completed Consolidated Declaration of Interest and Declaration of bidders past Supply Chain Management Practices. In the case of a Consortium or Joint Venture <u>both parties</u> must <u>complete and sign</u> the Declaration of Interest form.	WCPP 4
NON-ADHERENCE TO THE FOLLOWING WILL <u>NOT</u> INVALIDATE A BID:	
Preference points claim form in terms of the Preferential Procurement Regulations 2022.	WCPP6.1 (a)
<p>I confirm that all documents requested are attached / not attached</p> <p>Comments:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Signature.....Print.....</p> <p>Date.....</p>	
<p>Each bid must be addressed in accordance with the directives in the bid documents and must be lodged in a separate sealed envelope with the name and address of the bidder, the bid number and the closing date indicated on the reverse side of the envelope.</p>	

WESTERN CAPE PROVINCIAL PARLIAMENT CHECKLIST – GENERAL BIDS

BID REQUIREMENT	REFERENCE	COMPLETED / ATTACHED
Please provide a tick (✓) in this instance. In the event of Yes/no option throughout this document please circle to select the appropriate option.		
Completed and signed WCPP 1 The Bid	WCPP 1	
Valid and original SARS Tax Clearance Certificate (and or pin) in the name of the bidders which will be verified for compliance.	WCPP 2	
Completed WCPP 3.3 Pricing Schedule and Costing template.	WCPP 3.3 and Annexure A	
Consolidated Declaration of Interest and Declaration of bidders past Supply Chain Management Practice.	WCPP 4	
Preference points claim form in terms of the Preferential Procurement Regulations 2022.	WCPP 6.1 (a)	
General Conditions of Contract	Annexure B	
<p>The following must be submitted:</p> <ul style="list-style-type: none"> Detailed proposal and quotation illustrating the service provider's capability to provide the stated requirements; Please provide a quote for a 3 year period; Detailed price schedule which will include VAT @ 15%; Contactable references (at least 3); CV of staff that will be allocated to the project; CYBER DEFENSE MATRIX MASTER SERVICE LEVEL AGREEMENT (MSA) SERVICES SCHEDULE (SLA) PROJECT IMPLEMENTATION SCHEDULE: MAXIMUM DURATION OF 40 WORK DAYS EVIDENCE OF REQUIRED COMPETENCIES AND CERTIFICATION electronic copy (flash drive) 		

<p>I confirm that all documents requested are attached / not attached</p> <p>Comments:</p> <p>.....</p> <p>.....</p> <p>Signature.....Print.....</p> <p>Date.....</p>	
<p>Each bid must be addressed in accordance with the directives in the bid documents and must be lodged in a separate sealed envelope with the name and address of the bidder, the bid number and the closing date indicated on the reverse side of the envelope.</p>	
<p>FOR OFFICIAL USE:</p> <p>.....</p> <p>.....</p> <p>Checked by Verified by</p> <p>Date: Date:</p>	

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER CODENUMBER

CELLPHONE NUMBER

FACSIMILE NUMBER CODENUMBER

VAT REGISTRATION NUMBER

HAS A VALID, ORIGINAL TAX CLEARANCE CERTIFICATE (OR PIN) BEEN SUBMITTED? YES/NO

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES OFFERED BY YOU?

YES/NO

(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED

.....

IMPORTANT CONDITIONS

1. Failure on the part of the bidder to sign this bid form (WCPP 1) and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications in all respects, may invalidate the bid.
2. Bids should be submitted on the official forms and should not be qualified by the bidder's own conditions of bid. Failure to comply with these requirements or to renounce specifically the bidder's own conditions of bid, when called upon to do so, may invalidate the bid.
3. If any of the conditions on this bid form (WCPP 1) are in conflict with any special condition stipulations or provisions incorporated in the bid, such special conditions, stipulations or provisions shall apply.

BID CONDITIONS AND INFORMATION TO SERVICE PROVIDER

1. DESCRIPTION OF ASSIGNMENT

The Western Cape Provincial Parliament hereby invites bids to procure a managed SOC and SIEM service for a period of 36 months.

2. COMPULSORY INFORMATION SESSION

A compulsory information session will take place on **23 September 2025 at 10:00**, on MS Teams:

Join on your computer, mobile app or room device -

[Click here to join the meeting](#)

Meeting ID: 324 190 342 088 0

Passcode: Tj7eD9iw

[Join on the web](#)

3. DETAILS OF CONTACT PERSON

For further information, related to the technical specifications, please contact, Primary contact, Mr. Coby Skriker: cskriker@wcpp.gov.za

Telephonic request for clarification will not be considered. Any clarification required by a bidder regarding the meaning or interpretation of the Terms of Reference or any other aspects concerning the bid is to be requested in writing (letter, facsimile or email) from the above contact persons. The bid reference number should be mentioned in all correspondence.

4. FORMAT OF PROPOSAL

4.1 Bidders must complete and submit the following Bid documents:

- Bid – **WCPP1**;
- Valid, original Tax Clearance Certificates as per **WCPP 2**;
- Pricing schedule (Professional services) – **WCPP 3.3**;
- Declaration of interest – **WCPP 4**; and
- Preference points claim form in terms of the Preferential Procurement Regulations- **WCPP 6.1**.

5. VALIDITY

5.1 Proposals will be valid and open for acceptance for a period of 90 days from the closing date.

5.2 If the bid is withdrawn within this period, the prospective bidder renders himself liable for damage if a less advantageous bid has to be accepted.

5.3 In exceptional circumstances, the WCPP may solicit the bidder's consent to an extension of the period of the validity of the bid. The request and responses thereto shall be made in writing. A bidder that has been granted the request will neither be required nor permitted to modify the Proposal.

6. CLOSING DATE AND TIME

The deadline for the submission of the tender is **10 October 2025 at 11h00. No late submissions will be accepted for consideration.**

Bidders are invited to be present at the opening, registering, and recording of the bids and is available for public inspection at the closing date and time of closure.

7. EVALUATION CRITERIA

7.1 Bidder(s) must comply with the following minimum bidding criteria:

- a) Completion of **WCPP 3.3** Pricing schedule and costing template (Annexure A);
- b) Completion in full **WCPP 4** Declaration of interest form. This form must be certified by a Commissioner of Oaths. In the case of Joint Ventures and Consortia the respective parties must submit in full the WCPP 4 Declaration of interest form;
- c) Where applicable (Joint Ventures and Consortia) submission of a duly signed Memorandum of Understanding detailing the roles and responsibilities. In such cases all the parties must provide valid, original tax clearance certificates **(and or pins in respect thereof)**; and
- d) In terms of regulation 8 of the Preferential Procurement Regulation (pending on threshold value) the 80/20 preference point system will be utilized (See Preference points claim form in terms of the Preferential Procurement Regulations 2022- **WCPP 6.1**).
- e) Preference form must form part of all bids/tenders invited. It contains general information and serves as a claim form for Historically Disadvantaged Individual (HDI) preference points as well as a summary for preference points claimed for attainment of other specified goals;

8. PRICE

All prices **must** be quoted in **ZAR** and be **VAT inclusive**.

APPENDIX 1

PREVIOUS EXPERIENCE

(Bid Conditions: Paragraph 4)

1. Names and contact details of clients for which similar services were rendered

Name of company	Name of contact person	Contact telephone number

SIGNED: _____
(for the bidder)

DATE: _____

TERMS OF REFERENCE

A. TENDER DEFINITIONS

- a) "Contract" means the agreement that results from acceptance of a proposal.
- b) "Provincial Parliament" shall mean the Western Cape Provincial Parliament (WCPP).
- c) "Secretary" shall mean the Secretary to the Provincial Parliament.
- d) "Speaker" shall mean the Speaker of the Provincial Parliament.
- e) Words importing the singular shall include the plural and vice versa and words importing the masculine gender shall include females and words importing persons shall include partnerships and bodies corporate.
- f) Where in this document, reference is made to "the prior written approval of the Provincial Parliament be obtained" or words having a similar meaning, reference to the Provincial Parliament shall include reference to the Speaker or Secretary as the case may be.

B. TENDER CONDITIONS

1. TENDER ADJUDICATION PRINCIPLES

The tenders will be evaluated by the Bid Evaluation Committee and adjudicated by the Bid Adjudication Committees of the Western Cape Provincial Parliament taking into account terms and conditions of the tender and those set out in the Preference Certificate (In line with the PPPFA Regulations of 2022).

2. COMPULSORY SITE VISIT

2.1 A compulsory information session as follows:

The compulsory information session will take place on **23 September 2025 at 10:00**, on MS Teams:

Join on your computer, mobile app or room device -

[Click here to join the meeting](#)

Meeting ID: 324 190 342 088 0

Passcode: Tj7eD9iw

[Join on the web](#)

Name of Contact Person: Messrs. N Diedericks or O Alexander

Telephone No. : (021) 487-1736/ 084 500 0596 and 487-1619/ 071 351 7689

2.2 The Western Cape Provincial Parliament will make use of this opportunity to discuss the general approach/benefits, which it wants to achieve through the contract for this service.

Prospective tenderers are therefore urged to ensure their attendance thereof. Furthermore, the Western Cape Provincial Parliament will not accept any liability/responsibility to provide any information discussed at this information session to a prospective tenderer who failed to attend the said meeting.

C. SERVICE

WCPP is in search of a comprehensive managed security monitoring and support service, from a certified service provider, operating 24/7/365, aligning with the NIST and ISO 27001 Frameworks and embracing Zero Trust Principles.

The targeted NIST functions include Identify, Protect, Detect and Respond.

OBJECTIVE

The Managed Services Contract aims to deliver robust **Cybersecurity SOC/SIEM** and **Vulnerability Management** services to fortify the WCPP's IT infrastructure.

SCOPE OF SERVICES

Assets in scope

- Microsoft 365 Tenant Services (Exchange Online, SharePoint, OneDrive and Teams)
- 185 Microsoft 365 Identities / Synced Active Directory Accounts
- 20 On-Prem Windows Servers 2019 (and latest)
- 160 Windows 11 Endpoints (and latest)

Framework

Demonstrate alignment with the NIST framework (or equivalent like SANS etc)

NIST Functions

Identify

Identify all assets that need protection and onboard the assets in scope.
Outline the Cyber Defence Matrix for the Assets in Scope

Protect and Detect

- Continuous monitoring of 185 endpoints.
- Comprehensive protection against sophisticated attacks on Identities, email, and applications.
- Vulnerability Management.
- Regular vulnerability assessments on all endpoints.
- Operating system and software patch management.
- Timely remediation of identified vulnerabilities.
- Timeous Incident response to detection of anomalies on endpoints and identities

Incident Response

- 24/7 incident response services for security breaches.
- Post-incident analysis and implementation of preventive measures.

OUT OF SCOPE

Server Recovery

Restoring affected systems and data to their pre-incident state, including data recovery, system rebuilds, and application restoration is **out of scope** and dealt with through our internal Disaster Recovery Services.

Additional Major Incidents

While the MDR service price includes response and remediation for at least one major cybersecurity incident, the Bidder should outline in their proposal their approach to handling additional major incidents and the associated costs, if any. Transparency in pricing for remediating these additional major incidents are essential.

TECHNOLOGY STACK

The Bidder must clearly demonstrate their ability to deliver a comprehensive MXDR service, leveraging any one of the two technologies below (not in any specific order of importance), which are existing technology investments, aligned to the strategic asset standardisation and maximisation principles of the WCPP, adopted in the ICT Governance Framework.

The proposal must consider optimal utilisation of resources and licensing to achieve the desired result and to contain costs.

MICROSOFT 365 E5 SECURITY

- The Bidder must be a fully certified Microsoft partner with demonstrable expertise in implementing and managing Microsoft 365 E5 Security for MDR purposes. This includes, but is not limited to, certifications related to Microsoft Defender for Endpoint, Microsoft Defender for Office 365, Microsoft Cloud App Security, Azure Sentinel, and other relevant components of the Microsoft 365 E5 Security suite. Evidence of these certifications must be provided with the tender response.
- The proposed MDR solution must fully integrate with and utilize the capabilities of the Microsoft 365 E5 Security suite. The Bidder must detail how they will leverage these tools to provide threat detection, investigation, and response services.
- Licensing costs for Microsoft 365 E5 Security will be considered separately and will be covered by the Client under the existing Microsoft Enterprise Agreement, if this technology stack is proposed as the solution. The Bidder should *not* include Microsoft 365 E5 licensing costs in their MDR service pricing.

ACRONIS CYBER PROTECT

- The Bidder must be a fully certified Acronis partner with demonstrable expertise in implementing and managing Acronis Cyber Protect for MDR purposes. Evidence of these certifications must be provided with the tender response.
- The proposed MDR solution must fully integrate with and utilize the capabilities of the Acronis Cyber Protect platform. The Bidder must detail how they will leverage these tools to provide threat detection, investigation, and response services.
- Licensing costs for Acronis Cyber Protect *must* be included in the Bidder's overall MDR service pricing.

GENERAL REQUIREMENTS

Regardless of the chosen technology stack, the proposed MXDR solution must meet the following criteria:

- **24/7 Security Monitoring:** The service must provide continuous security monitoring and threat detection, 24 hours a day, 7 days a week.
- **Threat Detection and Response:** The service must include proactive threat hunting, security incident investigation, and incident response capabilities.
- **Vulnerability Management:** The service should include or integrate with a vulnerability management program to identify and prioritize security weaknesses and remediations.
- **Security Information and Event Management (SIEM):** The service must utilize a SIEM platform (either integrated within the chosen technology stack or a separate solution) to collect and analyze security logs and events.
- **Reporting and Communication:** The Bidder must provide regular reports on security incidents, threat intelligence, and the overall security posture. Clear communication channels and escalation procedures must be defined.
- **Integration with Existing Security Infrastructure:** The proposed MDR solution must be capable of integrating with the Client's existing security infrastructure, where applicable. Details of any required integrations must be clearly outlined in the tender response.

SERVICE SCHEDULE AND MASTER AGREEMENT

Bidders must clearly demonstrate their ability to meet the proposed SLA provisions in their proposal. The draft **services schedule** (SLA) and **Master Service Agreement** (MSA) must be included with the bid.

The draft services schedule must at a minimum address the following.

PROCESS DEFINITIONS

Major Cybersecurity Incident

Examples of major cybersecurity incident include, but are not limited to: Ransomware attack, Data breach and advanced persistent threats.

- *Involves unauthorized access to sensitive data or systems.*
- *Disrupts critical business operations.*
- *Affects a significant number of users or systems.*
- *Has the potential to cause significant financial or reputational damage to the WCPP.*

Remediation

The included remediation service(s) cover the following activities:

- *Incident Identification: Determining the nature and scope of the incident, including affected systems, data, and users.*
- *Containment: Taking immediate steps to prevent further spread of the incident, such as isolating affected systems, disabling compromised accounts, and blocking malicious traffic.*
- *Root cause: Removing the root cause of the incident, including malware removal, vulnerability patching, and system reconfiguration.*
- *Post-Incident Activities: Conducting a post-incident review to identify lessons learned and implement measures to prevent future incidents. This includes documenting the incident, the response actions taken, and any changes made to security controls.*

SOC/SIEM Service

24/7/365 Monitoring and Remediation

Vulnerability Management

Vulnerability Management for All in scope assets.

- Remote scanning
- Endpoint Patching
- Annual Firewall Pentest

Identity Management

- Multi factor Authentication
- Conditional access policies
- Privilege Account Management

Endpoint Management

- Agent deployment
- Automated Software Deployment and Imaging
- Software and Hardware Inventory
- Hardening of OS
- Firewall
- Antivirus

Cyber Defense Matrix

Propose a NIST aligned cyber defense matrix for all assets in scope of the proposed service.

MTTT

The Bidder must guarantee a Mean Time to Triage (MTTT) of no more than [example 1 hour] for critical security incidents (e.g., active ransomware, data breach) and no more than [example 4 hours] for high-severity incidents.

For medium and low severity incidents, the target MTTT should be no more than [example 8 hours] and [example 24 hours] respectively. of MTTT and MTTC, leaving no room for ambiguity. MTTT will be measured from the time an alert is generated by the MDR platform or reported by the Client, to the time the incident is officially triaged and documented by the Bidder. The triage process must include clear documentation of the incident's nature, scope, classification and severity.

MTTC

The Bidder must guarantee a Mean Time to Closure (MTTC) of no more than [example 24 hours] for critical security incidents, no more than [example 48 hours] for high-severity incidents, no more than [example 72 hours] for medium-severity incidents and [example 120 hours] for low-severity incidents. MTTC will be measured from the time an incident is officially triaged and documented by the Bidder to the time the incident is fully resolved and closed, with all necessary remediation actions completed and documented. This includes verification of the effectiveness of the remediation and implementation of measures to prevent recurrence.

Incident Severity Levels

The definition of incident severity levels (Critical, High, Medium, Low). The bidder must specify how severity levels are defined, for example, based on a standards framework like NIST or similar. The Bidder must clearly outline their understanding and application of these severity levels in their proposal.

Reporting

At a minimum WCPP requires Monthly reporting.

The Bidder must provide regular reports on their performance against the proposed SLA, including metrics for MTTT and MTTC, broken down by incident severity level.

Specify Frequency of reporting and meetings as required.

Ad-hoc as required during changes in the security threat landscape

Continuous Improvement

The Bidder is expected to continuously improve their processes and technologies to reduce MTTT and MTTC and enhance the overall effectiveness of the MDR service.

BIDDER REQUIREMENTS AND SPECIAL TERMS AND CONDITIONS

MANDATORY INFORMATION SESSION

To be considered for Bid Evaluation, all bidders must attend a mandatory information session via Microsoft Teams, prior to bidding. The **Date**, **Time** and **Teams Meeting Link** can be found on our website using the link below. Ensure to join the online meeting at the date and time specified online under the “**Tenders Being Advertised**” section using the following link. <https://www.wcpp.gov.za/?q=tenders/>

SETUP AND CONFIGURATION LIFECYCLE

The entire setup and configuration lifecycle may NOT exceed 40 work days from the tender award letter, to be fully functional and enabled for SOC/SIEM MDR services

On time delivery is essential.

- Project Schedule
- Project Milestones
- Project Status Reports
- Project Meetings and Minutes
- System Installation
- System Configuration,
- Hardening of Servers,
- Hardening of endpoints,
- Hardening of Active directory identities
- Deployment of Agents
- Deployment of Policies
- SIEM configuration
- Log Ingestion
- Integration with relevant technologies
- Cyber defence Matrix
- Signed Project Closure Report

Monthly service payments is **excluded** during the setup and configuration phase.

CONTRACT DURATION

- The contract must be valid for 36 months from the effective date, after setup is completed and last signature on the service level agreement.
- The effective start date will be calculated from the date and signature of the project closure document, signed by the client and when all services is active after implementation.

COSTS

A once-off setup fee and the monthly service charges (operational expenditure) must be clearly split in the proposal. The total costs for the 36 months duration must be specified, including escalation from year to year.

- Fixed cost proposal to include Monitoring, Incident Response and Remediation activities.
- The MDR service(s) price proposed by the Bidder **must** include the cost of responding to and remediating all incidents. Inclusive of responding to and remediating at least one **MAJOR Cybersecurity Incident** (see definition under service levels) during the three-year term of the agreement.
- This includes all necessary activities to isolate, contain, and remediate the incident effectively, regardless of the time required.
- The Bidder shall **not** propose a charge or any **additional service fees** for these services beyond the agreed-upon MDR monthly service price.

PAYMENT TERMS

- Monthly billing based on an agreed-upon fixed three-year service fee structure, with annual escalation.
- Once-off setup and configuration fee must be specified and is payable after completion and invoiced independently.

LICENSING

Annual Licensing fees, except for **the Microsoft 365 E5 Security solution proposal**, must be included as an appendix to the bid and clearly labelled.

Only the **setup costs** and **monthly services costs** will be used to compare successful bids.

Licensing costs will only be used for technical solution cost comparison only and to make a decision on an optimal and sustainable solution and if too exorbitant, will influence the final solution decision on a proposed bid.

COMPETENCY PRE-REQUISITES

- The Bidder must have all the necessary minimum certification and competencies in the technology stack proposed and provide evidence of the certification. The certification must fall within the top tier of possible certifications and relevant within 12 months of the Tender closure.
- The Bidder must be an authorised reseller of the technology stack.

REFERENCES

- The Bidder Must provide the same service(s) to a minimum of 3 existing clients.
- The Bidder must provide 3 client references, not older than 3 months from the Tender closure date. The references must be given by any one of the following incumbent client roles: ICT Manager, ICT Infrastructure Manager, CIO or CISO. Including office phone number, email address and job title must be included.
- A site visit may have to be arranged with one of the three chosen clients.

FORENSIC CAPABILITY

The bidder must have the internal capability to provide a forensic response that complies with the Legal requirements and Regulations of South Africa.

PROJECT MANAGEMENT

Follow a streamlined or lite project management process (PMBOK or PRINCE 2 standards)

- Project Schedule
- Project Milestones
- Project Status Reports
- Project Meetings and Minutes
- Incident and Risk Log
- Project Closure Report

Assign a dedicated Project Coordinator for the setup and configuration of the project.

QUALITY SYSTEM

Bidders must clearly describe in their proposal their incident response plan, including their methodology for incident handling, escalation procedures, and communication protocols. They should also provide examples of their experience in responding to similar incidents. A clear understanding of this clause and its implications is crucial for a compliant and competitive bid.

COMPLIANCE AND REGULATIONS

- Ensure adherence to relevant data protection and cybersecurity regulations in South Africa.
- Allow periodic audit queries by the organization or relevant regulatory bodies should it be requested.
- Compliance with Data sovereignty in a South African context.

EVALUATION CRITERIA

- The evaluation of MDR proposals will consider the Bidder's experience, certifications, proposed technology stack, service level agreements, pricing (excluding Microsoft licensing if applicable), and overall approach to providing managed detection and response services.
- Preference will be given to solutions that demonstrate a strong understanding of the Client's specific security needs and provide a comprehensive and effective approach to threat detection and response, using optimal resources.

BID SPECIFICATION COMPLIANCE CHECK

The bidder must complete the following mandatory table: By indicating the PDF name and relevant page reference number, where the bidder confirms that they will meet the specified deliverable.

Description	Bid Document Name(s)	Page Number(s)
CYBER SECURITY TECHNOLOGY PLATFORM		
TECHNOLOGY LICENSING COST AS AN APPENDIX AND ANNUAL LICENSING MODEL (IF ACRONIS IS PROPOSED)		
M365 INTEGRATION (IF ACRONIS IS PROPOSED)		
MANAGED DETECT & RESPONSE: SOC / SIEM SERVICE, 24 x 7 x 365		
THREAT INTELLIGENCE INTEGRATION WITH SIEM OR LOG ANALYTICS ENGINE		
VULNERABILITY MANAGEMENT FOR ALL ASSETS IN SCOPE		
ENDPOINT MANAGEMENT		
PROPOSEDCYBER DEFENSE MATRIX		
PAYMENT TERMS AND CONTRACT DURATION INCLUDED		
PRICING SCHEDULE		
QUALITY SYSTEM		
MASTER SERVICE LEVEL AGREEMENT (MSA)		
SERVICES SCHEDULE (SLA)		
PROJECT SCHEDULE AND PROJECT CONTROLS		
SETUP AND CONFIGURATION DELIVERY: COMPLY WITH A MAXIMUM DURATION OF 40 WORK DAYS		
EVIDENCE OF REQUIRED COMPETENCIES AND CERTIFICATION		
CLIENT REFERENCES ATTACHED AS PER THE CRITERIA		

EVALUATION CRITERIA

The specific evaluation criteria, with weightings, are given below: A minimum of 80 points is required to move to phase 2 of Tender.

Evaluation criteria - evidence for the evaluation to be provided here, with reference to the page number in the bidder's proposal	Max Weight	Bidder Page ref*
<p>A. SERVICE PROVIDER EXPERTISE AND EXPERIENCE</p> <p>The Bidder must demonstrate that they have the capacity to render the required service (provide details of experience of the company in implementing and providing ongoing MXDR security services)</p> <p>Security Expertise: This emphasizes the importance of the provider's knowledge and skills. It includes organisational and staff certifications (Assess the certifications and qualifications of the security analysts (example: CISSP, NIST, SANS, MITRE, ISO), from attached CV's (10)</p> <p>Experience Experience of the bidder providing a similar service to clients of similar size and complexity for at least 2 years. Experience in handling security incidents, forensics and breaches (5)</p> <p>Track record Client references and case studies to assess the bidders track record of success. References should be presented in a form of a written signed letter. Failure to submit written signed reference letters on official letterhead will result in 0 scoring (5)</p>	[20]	
<p>B. TECHNICAL CAPABILITIES OF THE SERVICE</p> <p>SIEM/MXDR Platform Effectiveness</p> <p>This reflects the core functionality of the service. It encompasses data ingestion, threat detection, and automation.</p> <p>Endpoint Detection and Response (10)</p> <ul style="list-style-type: none"> • Effectiveness of endpoint threat detection and prevention. • Behavioral analysis and anomaly detection. • Automated response and remediation capabilities. • Integration with SIEM and other security tools. <p>Threat Intelligence (5)</p> <p>High-quality threat intelligence is crucial for proactive threat detection.</p> <p>Alert the WCPP timeously through an integrated and effective communications channel(s).</p> <p>Cyber Defense Matrix (5)</p> <ul style="list-style-type: none"> • Map the assets in scope and submit a cyber defense matrix aligned to the NIST FUNCTIONS (Identify, Protect, Detect, Respond, Recover) • Clearly identify critical assets and dependencies 	[40]	

<p>Vulnerability Management (10)</p> <ul style="list-style-type: none"> • Regular vulnerability scanning and assessment for endpoints and identities. • Minimal Server, Endpoint and Identity Exposure • Prioritization of vulnerabilities based on risk. • Patching and remediation processes. • Attack surface reduction policies, including AD Group Policy to be implemented and assessed. • Minimize or prevent lateral movement of malicious actors. <p>Incident Response (10)</p> <p>Rapid and effective incident response is essential for minimizing the impact of security incidents. This weighting reflects the importance of well-defined response procedures and distinguishing between minor and major incidents.</p>		
<p>C. COMPLIANCE AND REGULATORY REQUIREMENTS</p> <p>Compliance Certifications (5): Importance of meeting relevant industry standards and regulations, SOC1 and SOC2 compliance and other relevant certifications to be evaluated</p> <p>DATA: (5)</p> <p>Data security</p> <ul style="list-style-type: none"> • Data sovereignty is crucial for protecting sensitive data and ensuring compliance with data privacy and security laws of South Africa. • Data sovereignty, jurisdictional and control whereby all data generated must be governed by the laws and regulations of South Africa. Data is stored and processed within the physical boundaries of South Africa <p>Data Privacy</p> <ul style="list-style-type: none"> • NON Disclosure agreement • Purging of data after the contract ends. • POPIA compliance 	[10]	
<p>D. SERVICE LEVEL AGREEMENT</p> <p>Effectiveness of the proposed Service Level Agreement</p> <p>Service start date from the date of last signature on the SLA and not the date the master agreement is signed.</p> <p>Response times (4)</p> <p>MTTT- proposed Mean time to Triage- Timely responses to security incidents are critical – 1HR.</p> <p>MTTC - Proposed Meantime to Closure for Assets in Scope - Timely closure to security incidents are critical – 4HRS.</p> <p>Reporting (6)</p> <p>Clear and actionable reports are vital for understanding security posture and making informed decisions. Monthly written Soc/Siem analytical reports to at a minimum gives an holistic view of soc/siem processes, service provider remediation responses, client exposure, classification of incidents according to security frameworks, security posture and effectiveness of the service and proposed enhancements.</p> <p>Monthly meetings to review the service and report.</p>	[10]	

<p>E. COMMERCIAL AND CONTRACTUAL CONSIDERATIONS</p> <p>Pricing Structure (5 x 2 = 10)</p> <p>Evaluate the bidders pricing model.</p> <ul style="list-style-type: none"> • Detailed breakdown of all costs, including implementation, monthly operational costs and licensing. • The bid must operationalise the service efficiently and effectively with no hidden costs. • The bid must include effective support during one Major Incident where the assets in scope is the source of the incident, without compromising the response activities quality and effectiveness, with no additional funding requirements. • The bid includes all remedial actions and reporting on a daily and monthly basis. • A cost effective and all-inclusive proposal. <p>Contractual Terms (10 x 1 = 10)</p> <ul style="list-style-type: none"> (i) The Master / General Agreement is included (ii) The Draft SLA is attached and clearly articulates the start date of the services. <p>Evaluate the bidders master agreement and draft service level agreement.</p> <ul style="list-style-type: none"> • Contract terms and conditions, including limitation liability, indemnification, and termination clauses and dispute procedure. • Clear definitions of roles and responsibilities. • Fixed cost proposal for the duration of the contract. • Master agreement must reflect that any litigation within the physical boundaries of Cape Town and not any other province in South Africa. • All Services are clearly defined in the draft SLA. • Review the implementation timeframe (maximum 40 work days recommendation) to operationalise the service as indicated in the specification, according to best practices. • The contract must be valid for 36 months. • The effective start date will be calculated from the date and signature of the project closure document, signed by the ICT Manager and when all services are active after implementation and in alignment with the business requirements specification in the Tender document. • Services to be billed in arrears FROM THE EFFECTIVE DATE. 	[20]	
Total	100	

13. PHASE 3: THE 80/ 20 PRINCIPLE BASED ON PRICE AND PREFERENCE POINTS CLAIMED IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022. – refer to **WCPP 6.1, page 36 – 42** of the bid document.

13.1 Technical and Financial proposals should be submitted in two separate sealed envelopes.

The submission should be as follows:

Technical	Financial
One (1) original	One (1) original
One (1) electronic copy (flash drive)	One (1) electronic copy (flash drive)

14. Critical Infrastructure Protection Act

It is expected of the Bidder to have or have obtained (taking application time- frames into account) State Security Agency (SSA) clearance to be able to work in a site declared critical infrastructure as per the Critical Infrastructure Protection Act, Act 8 of 2019.

The Critical Infrastructure Protection Act 8 of 2019 aims:

- To provide for the identification and declaration of infrastructure as critical infrastructure;
- To provide for guidelines and factors to be taken into account to ensure transparent identification and declaration of critical infrastructure;
- To provide for measures to be put in place for the protection, safeguarding and resilience of critical infrastructure;
- To provide for the establishment of the Critical Infrastructure Council and its functions;
- To provide for the administration of the Act under the control of the National Commissioner as well as the functions of the National Commissioner in relation to the Act;

15. PAYMENT TERMS

The WCPP undertakes to pay valid tax invoices in full within thirty (30) days from statement date for services rendered;

All supporting documents for services rendered should be submitted together with the tax invoices; and

Valid Tax Invoices for all services rendered are to be submitted to the Office of the Chief Financial Officer at the WCPP's Finance Section at the address on page 2 above.

TAX CLEARANCE REQUIREMENTS

IT IS A CONDITION OF THAT: -

1. The taxes of the successful bidder **MUST** be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his/her tax obligations – refer to the **PPPFA (Act 5 of 2000)** and **FMPPLA (Act 10 of 2009) Section 40 (e)**.

2. The attached form “Application for Tax Clearance Certificate (in respect of bidders)” must be completed in all respects and submitted to the Receiver of Revenue where the bidder is registered for tax purposes. The Receiver of Revenue will then furnish the bidder with a Tax Clearance Certificate (or a PIN) that will be valid for a period of twelve (12) months from date of issue. The Tax Clearance Certificate must be submitted in the original together with the bid. Failure to submit the valid original Tax Clearance Certificate at the closing time of the bid will invalidate the bid.

3. In bids where Consortia/Joint Ventures/Sub-contractors are involved each party must submit a separate valid, original Tax Clearance Certificate. Copies of the application for Tax Clearance Certificate are available at any Receiver’s Office.

**APPLICATION FOR TAX CLEARANCE CERTIFICATE
(IN RESPECT OF BIDDERS)**

1.NAME OF TAXPAYER / BIDDER: _____

2. TRADENAME: _____

3. IDENTIFICATION NO: (If applicable) / / / / / / / / / / / / / / /

4. COMPANY / CLOSE CORPORATION REGISTRATION NO. / / / / / / / / / / / /

5. INCOME TAX REFERENCE NO: / / / / / / / / / / / /

6. VAT REGISTRATION NO: (If applicable) / / / / / / / / / / / /

7. PAYE EMPLOYER'S REGISTRATION NO: (If applicable) / / / / / / / / / / /

Signature of contact
person requiring Tax :
Clearance Certificate

Name :

Telephone Number :

Address :

Date :

PLEASE NOTE THAT THE COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICES (SARS) WILL NOT EXERCISE HIS DISCRETIONARY POWERS IN FAVOUR OF ANY PERSON WITH REGARD TO ANY INTEREST, PENALTIES AND/OR ADDITIONAL TAX LEVIABLE DUE TO THE LATE- OR UNDERPAYMENT OF TAXES, DUTIES OR LEVIES OR THE RENDITION RETURNS BY ANYPERSON AS A RESULT OF ANY SYSTEM NOT BEING YEAR 2000 COMPLAINT.

NB: USE ONLY BLACK OR RED INK OR BLACK OR RED TYPEWRITER RIBBON TO FILL IN THIS FORM

(IMPORTANT: This form must be completed in full. *Delete which is not applicable.)

TENDER NO. WCPPT 02/2025

CLOSING TIME 11:00 ON 10 October 2025

NAME OF TENDERER:

VALIDITY: 90 DAYS (from closing date)

ITEM NO.	DESCRIPTION	TENDER PRICE IN SA CURRENCY TENDER PRICE MUST BE INCLUSIVE OF VAT			
1	A managed SOC and SIEM service.	R			
Has a representative of your organisation attended the compulsory information session held on _____ (see paragraph 2 under tender conditions of the attached specification)?		A	*	YES	NO
Name of representative who attended the information session.		B			
Are you registered in terms of section 23(1) or 23(3) of the Value Added Tax Act, 1991 (Act No. 89 of 1991), and if so state your VAT registration number?		C	*	YES	NO
Is a similar service presently rendered which may be inspected (preferably in Cape Town)?		D	*	YES	NO
Contact person and telephone number should any further information be required.		E			

DECLARATION OF INTERESTS, BIDDERS PAST SC&AM PRACTICES AND INDEPENDENT BID DETERMINATION

1. To give effect to the requirements of FMPPLA (Act 10 of 2009) Section 46 (b) with specific reference to the Western Cape Provincial Parliament, the Western Cape Procurement (Business Interest of Employees) Act No 8 of 2010, Practice Note 4 of 2006 Declaration of Bidders Past SC&AM Practices(WCPP 4), Instruction note Enhancing Compliance Monitoring and Improving Transparency and Accountability in Supply Chain Management WCPP 4 Declaration of Interest, Practice Note 2010 Prohibition of Restrictive practices, 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 or IPS (ARIBA).

3. Definitions

“a person in the employ of the state” means

- (a) a member of the board of directors of any municipal entity;
- (b) an official of any municipality or municipal entity;
- (c) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act;
- (d) a member of the accounting authority of any national or provincial public entity; or (e) an employee of Parliament or a provincial legislature

“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;

“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 —

Western Cape Provincial Parliament (WCPP)

Western Cape Provincial Parliament (WCPP) means - the legislature of the Western Cape

“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 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 *pe 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					
A1.	<i>Name of the Entity</i>				
A2.	<i>Entity registration Number (where applicable)</i>				
A3.	<i>Entity Type</i>				
A4.	<i>Tax Reference Number</i>				
<p>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.</p>					
TABLE A					
FULL NAME	DESIGNATION (Where a director is a shareholder, both should be confirmed.)	IDENTITY NUMBER	PERSONAL TAX REFERENCE NO.	PERCENTAGE INTEREST IN THE ENTITY	

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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' in terms of FMPLA regulation Section 46 (d), bidding entity must give the following details. An Institution employee not involved in the bidding process as per Section 46 (d), taking remunerative work outside the WCPP, should first obtain necessary approval in terms of the **WCPP code of conduct paragraph 7**, failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.*

B1.	Are any persons listed in Table A employees of the Institution? <i>(If yes, complete Table B and attach "Private work")</i>	NO	YES
B2.	Are any employees of the entity also employees of the Institution? <i>(If yes complete Table B and attach "Private work")</i>	NO	YES
B3.	Are any family members of the persons listed in Table A employees of the Institution? <i>(If yes complete Table B)</i>	NO	YES

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

[illegible]

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

C1.	Did the entity conduct business with the Institution in the last twelve months? <i>(If yes complete Table C)</i>	NO	YES

C2. Table C

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

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

C3.	Is the entity or its principals listed on the National Database as companies or persons prohibited from doing business with the public sector in line with FMPPLA Regulation 5 (5) (b)?	NO	YES
C4.	Is the entity or its principals listed on the National Treasury Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004) and further read with FMPPLA Regulation 5 (5) (b)? (To access this Register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.)	NO	YES
C5.	If yes to C3 or C4, were you informed in writing about the listing on the database of restricted suppliers or Register for Tender Defaulters by National Treasury?	NO	YES
C6.	Was the entity or persons listed in Table A convicted for fraud or corruption during the past five years in a court of law (including a court outside the Republic of South Africa)?	NO	YES

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.

	<p>I, hereby swear/affirm;</p> <p>i. that the information disclosed above is true and accurate;</p> <p>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</p>
	<p>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.</p> <p>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.</p> <p style="text-align: right;">_____ DULY AUTHORISED REPRESENTATIVE'S SIGNATURE</p>

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:

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all bids/tenders invited. It contains general information and serves as a claim form for Historically Disadvantaged Individual (HDI) preference points as well as a summary for preference points claimed for attainment of other specified goals

NB: BEFORE COMPLETING THIS FORM, BIDDERS/TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF EQUITY OWNERSHIP BY HISTORICALLY DISADVANTAGED INDIVIDUALS (HDIs), AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids/tenders:

- the 80/20 system for requirements with a Rand value of up to R50 000 000.

1.2 Preference points for this bid/tender shall be awarded for:

- (a) Price; and
- (b) Specific contract participation goals, as specified in the attached forms.

1.3.1 The points for this bid/tender are allocated as follows:

	POINTS
1.3.1.1 PRICE	80
1.3.1.2 SPECIFIC CONTRACT PARTICIPATION GOALS	
(a) Historically Disadvantaged Individuals:	
(i) who had no franchise in national elections before the 1983 and 1993 Constitutions	4
(ii) who is a female	3
(iii) who has a disability	3
(b) Other specific goals (goals of the RDP- plus local manufacture)	
(i) the promotion of South African owned businesses	2
(ii) the promotion of SMME's	2
(iii) the promotion of enterprises in a specific region for work or services to be rendered in the region	2
(iv) The promotion of enterprises in a specific municipality for work or services to be rendered in the municipality	2
(v) The promotion of enterprises located in rural areas.	2
Total points for Price, HDIs and other RDP- GOALS	100

NB: if bidders do not complete information or submit evidence required for same they will not be awarded any specific goals points.

All evidence MUST be submitted at bid closure and MUST be valid at the close of bid for point's allocation purposes.

In order to obtain specific goal/s points in terms of the provisions of Regulations 4(2) or 5(2) of the Preferential Procurement Regulations, 2022, the bidder must submit proof of specific goal/s claimed.

- 1.4 Failure on the part of a bidder/tenderer to fill in and/or to sign this form may be interpreted to mean that preference points are not claimed.
- 1.5. The purchaser reserves the right to require of a bidder/tenderer, either before a bid/tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. GENERAL DEFINITIONS

- 2.1 **“Acceptable bid/tender”** means any bid/tender which, in all respects, complies with the specifications and conditions of bid/tender as set out in the bid/tender document.
- 2.2 **“Bid/Tender”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods, works or services.
- 2.3 **“Comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.
- 2.4 **“Consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- 2.5 **“Contract”** means the agreement that results from the acceptance of a bid/tender by an organ of state.
- 2.6 **“Specific contract participation goals”** means the goals as stipulated in the Preferential Procurement Regulations 2001.
- 2.6.1 In addition to above-mentioned goals, the Regulations [12.(1)] also make provision for organs of state to give particular consideration to procuring locally manufactured products.
- 2.7 **“Control”** means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.
- 2.8 **“Disability”** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
- 2.9 **“Equity Ownership”** means the percentage ownership and control, exercised by individuals within an enterprise.
- 2.10 **“Historically Disadvantaged Individual (HDI)”** means a South African citizen
- (1) who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act No 200 of 1993) (“the interim Constitution”); and/or
 - (2) who is a female; and/or
 - (3) who has a disability:
- provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be a HDI;
- 2.11 **“Management”** means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.
- 2.12 **“Owned”** means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as

demonstrated by an examination of the substance, rather than the form of ownership arrangements.

- 2.13 **“Person”** includes reference to a juristic person.
- 2.14 **“Rand value”** means the total estimated value of a contract in Rand denomination that is calculated at the time of bid/tender invitations and includes all applicable taxes and excise duties.
- 2.15 **“Small, Medium and Micro Enterprises (SMMEs)”** bears the same meaning assigned to this expression in the National Small Business Act, 1996 (No 102 of 1996).
- 2.16 **“Sub-contracting”** means the primary contractor’s assigning or leasing or 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.
- 2.17 **“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.
- 2.18 **“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.

3. ESTABLISHMENT OF HDI EQUITY OWNERSHIP IN AN ENTERPRISE

- 3.1 Equity ownership shall be equated to the percentage of an enterprise which is owned by individuals classified as HDIs, or in the case of a company, the percentage shares that are owned by individuals classified as HDIs, who are actively involved in the management and daily business operations of the enterprise and exercise control over the enterprise, commensurate with their degree of ownership.
- 3.2 Where individuals are not actively involved in the management and daily business operations and do not exercise control over the enterprise commensurate with their degree of ownership, equity ownership may not be claimed.

4. ADJUDICATION USING A POINT SYSTEM

- 4.1 The bidder/tenderer obtaining the highest number of points will be awarded the contract.
- 4.2 Preference points shall be calculated after prices have been brought to a comparative basis.
- 4.3 Points scored will be rounded off to 2 decimal places.
- 4.4 In the event of equal points scored, the bid/tender will be awarded to the bidder/tenderer scoring the highest number of points for specified goals.

5. POINTS AWARDED FOR PRICE

5.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \end{array}$$

Where

Ps = Points scored for price of bid/tender under consideration

Pt = Rand value of bid/tender under consideration

Pmin = Rand value of lowest acceptable bid/tender

6. Points awarded for historically disadvantaged individuals

- 6.1 In terms of Regulation 13 (2) preference points for HDI's are calculated on their percentage shareholding in a business, provided that they are actively involved in and exercise control over the enterprise. The following formula is prescribed in Regulation 13 (5) (c):

$$NEP = NOP \times \frac{EP}{100}$$

Where

NEP = Points awarded for equity ownership by an HDI

NOP = The maximum number of points awarded for equity ownership by an HDI in that specific category

EP = The percentage of equity ownership by an HDI within the enterprise or business, determined in accordance with the definition of HDI's.

- 6.2 Equity claims for a trust will only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the trust.
- 6.3 Documentation to substantiate the validity of the credentials of the trustees contemplated above must be submitted.
- 6.4 Listed companies and tertiary institutions do not qualify for HDI preference points.
- 6.5 A consortium or joint venture may, based on the percentage of the contract value managed or executed by their HDI-members, be entitled to preference points in respect of an HDI.
- 6.6 A person awarded a contract as a result of preference for contracting with, or providing equity ownership to an HDI, may not subcontract more than 25% of the value of the contract to a person who is not an HDI or does not qualify for the same number or more preference for equity ownership.

7. BID/TENDER DECLARATION

- 7.1 Bidders who claim points in respect of equity ownership must complete the Bid/Tender Declaration at the end of this form.

8. EQUITY OWNERSHIP CLAIMED IN TERMS OF PARAGRAPH 2.10 ABOVE. POINTS TO BE CALCULATED FROM INFORMATION FURNISHED IN PARAGRAPH 9.8.

	Ownership	Percentage owned	Points claimed
8.1	Equity ownership by persons who had no franchise in the national elections	%
8.2	Equity ownership by women	%
8.3	Equity ownership by disabled persons*	%

*If points are claimed for disabled persons, indicate nature of impairment (see paragraph 2.8 above)

.....

9 DECLARATION WITH REGARD TO EQUITY

9.1 Name of firm :

9.2 VAT registration number :

9.3 Company registration number :

9.4 TYPE OF FIRM

- ☐ Partnership
☐ One person business/sole trader
☐ Close corporation
☐ Company
☐ (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....
.....

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
☐ Supplier
☐ Professional service provider
☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS?

9.8 List all Shareholders by Name, Position, Identity Number, Citizenship, HDI status and ownership, as relevant. Information to be used to calculate the points claimed in paragraph 8.

Name	Date/Position occupied in Enterprise	ID Number	Date RSA Citizenship obtained	* HDI Status			% of business / enterprise owned
				No franchise prior to elections	Women	Disabled	

*Indicate YES or NO

9.9 Consortium / Joint Venture

- 9.9.1 In the event that preference points are claimed for HDI members by consortia / joint ventures, the following information must be furnished in order to be entitled to the points claimed in respect of the HDI member:

Name of HDI member (to be consistent with paragraph 9.8)	Percentage (%) of the contract value managed or executed by the HDI member

9.10 I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm certify that points claimed, based on the equity ownership, indicated in paragraph 8 of the foregoing certificate, qualifies the firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) The Equity ownership claimed is in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of points claimed, the contractor must furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- (iv) If the claims are found to be incorrect, the purchaser may, in addition to any other remedy it may have -
 - (a) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (b) 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;
 - (c) impose a financial penalty more severe than the theoretical financial preference associated with the claim which was made in the bid/tender; and

WITNESSES:

1.

.....
SIGNATURE(S) OF BIDDER/TENDERER(S)

2.

DATE:.....

ADDRESS:.....

.....

.....

.....

WESTERN CAPE PROVINCIAL PARLIAMENT (WCPP)

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Western Cape Provincial Parliament or an organization acting on behalf of the Western Cape Provincial Parliament.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies, which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further

opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, startup, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

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

- (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22,

unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Western Cape Provincial Parliament must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.