

SOUTH AFRICAN HUMAN RIGHTS COMMISSION

27 Stiemens Street
JD House
Braamfontein
2017

Private Bag X 2700
Houghton
2041

Tel.: 011 877 3600



CALL FOR PROPOSALS WITH QUOTATIONS: APPOINTMENT OF A SERVICE PROVIDER FOR THREE SECURITY OFFICERS(DAY & NIGHT SHIFT) TO RENDER SECURITY AND GUARDING SERVICES FOR THE SOUTH AFRICAN HUMAN RIGHTS COMMISSION (NORTH WEST PROVINCIAL OFFICE).

Deadline for Submissions: 20 February 2023

SAHRC RFP 24-2022

1. Purpose

The primary purpose of this request is to appoint a service provider to render a security guarding services in the South African Human Rights Commission, North West Provincial Office from 01 April 2023 to 31 March 2025

2. Introduction and Background

The South African Human Rights Commission (SAHRC/ The Commission) is an independent Chapter 9 Institution, established in 1995, in terms of Section 184 of the Constitution, and mandated to promote, protect, and monitor observance of human rights in South Africa.

3. Project scope

Ensure that SAHRC property, information and employees are protected

Patrol the premises

Handle emergency

Access control

Guarding services

Assist in any confrontation with the client/difficult client in consultation with the Provincial Manager

Providing with emergency armed response as and when required

4. Deliverables

Shifts

- Day shift: 06h00 to 18h00

Transforming society. Securing rights. Restoring dignity.

Chairperson: B C Majola; **Deputy Chairperson:** F Chohan; **Commissioners (Full-Time):** A H Gaum; A M Makwetla; B Malatji; P Ntuli
Commissioners (Part-Time): A C Nissen, J B Sibanyoni; **Chief Executive Officer (Acting):** C Kisoan

- Night Shift:18h00 to 06h00

Days

- Monday to Friday Day Shift
- Monday to Sunday Nights Shift

Total number of Security Officers.

X 3 (three) but 1 officer required per shift. We say 3 to enable compliance with the Basic Conditions of Employment Act,75 of 1997

All grade C

5. Security Equipment/Aids.

1x portable hand-held radio or means of communication e.g Cell phone.

1x Baton for each Security Officer

1x Handcuffs for each Security Officer

1x metal detectors for each Security Officer

1x Guard House

1x Panic button linked to armed response backup.

Each Security Officer shall be provided with a corporate security uniform by the company.

Occurrence Book (OB)

Equipment registers.

Name tag

NB: Security Officer must be neat all time and conduct himself/herself in a very professional manner and customer orientated.

Weekly Visit by the Supervisor is not negotiable.

6. Pricing

A detailed price breakdown structure must be included per provincial office and the total price for the duration of the contract must be submitted.

All pricing must be shown inclusive of any applicable VAT

7. Required Expertise, technical skills, and competency

7.1 The Commission requires the services of a service provider with a minimum of three years' experience in the quantification of physical documents.

7.2 The service provider is expected to make use of their own personnel and equipment in conducting the work required.

8. Project Timelines

8.1 The expected project commencement date will be determined through a briefing and work planning meeting to be held with the service provider shortly after the appointment date.

8.2 It is envisaged that the project lifespan would be for a period of 24 months, subject to the project plan that would be developed by the service provider and agreed with the Commission.

9. Evaluation Criteria

Please note that all quotes received will be evaluated based on the following criteria: functionality criteria will be further evaluated on applicable values as outlined below:

0 = **Unacceptable**, 1 = **Serious Reservations**, 2 = **Minor Reservations**, 3 = **Acceptable**, 4 = **Good**, and 5 = **excellent**

9.1 Please note that the following evaluation criteria will be used:

9.2 Price evaluation based on the 80/20 preferential point system.

9.3 The minimum threshold for qualification by functionality is 70%, assessed as per criteria listed in Table 1 below:

Table 1: Functionality evaluation

	Criteria	Percentage weighting	Value	Score points
1.	PSIRA certification from at least 2015 = 5 PSIRA certification from at least 2017 = 4 PSIRA certification from at least 2019 = 3 PSIRA certification from at least 2020 = 2 PSIRA certification from at least 2021 = 1 PSIRA certification from at least 2022 = 0 No certification = 0	10		
2.	Breakdown of the quotation and total amount for the duration of the contract inclusive of vat together with being cost effective.	10		
3.	24-hour control room operation with the capacity to provide armed response back up service, supplier to display this via	30		

Transforming society. Securing rights. Restoring dignity.

Chairperson: B C Majola; **Deputy Chairperson:** F Chohan; **Commissioners (Full-Time):** A H Gaum; A M Makwetla; B Malatji; P Ntuli
Commissioners (Part-Time): A C Nissen, J B Sibanyoni; **Chief Executive Officer (Acting):** C Kisoorn

	<p>pictures of the control room on the submission and to provide the physical address of where the control room is situated. SAHRC reserves the right to carry out physical inspection of the control rooms submitted.</p> <p>Control room within 5 km from 25 Heystek street Rustenburg (Office) – 5</p> <p>Control room within 10 km from 25 Heystek street Rustenburg (Office) – 4</p> <p>Control room within 15 km from 25 Heystek street Rustenburg (Office) – 3</p> <p>Control room within 20 km from 25 Heystek street Rustenburg (Office) – 2</p> <p>Control room within 25 km from 25 Heystek street Rustenburg (Office) – 1</p> <p>Control room within 30 km from 25 Heystek street Rustenburg (Office) – 0</p>			
4.	<p>Proven track record with reference letters of public and private sector organisations. Reference letters must be submitted on the letterhead of the company, dated, signed by the appropriate person and within the last 8 years.</p> <p>0 letters = 0 1 letter = 1 2 letters = 2 3 letters = 3 4 letters = 4 5 letters = 5</p>	30		
5	<p>Registration with UIF and valid letter of good standing = 5</p> <p>If none of the above is submitted = 0</p>	10		
	<p>Registration with Workmen’s Compensation Fund and valid letter of good standing = 5</p> <p>If none of the above is submitted = 0</p>	10		
	Total	100		

Bidders must obtain a minimum threshold of 70% on Functionality to proceed to the next stages of the evaluation process. Failure to obtain the minimum of 70% will result in your bid being considered non-responsive.

Price and Specific Goals evaluation

Only Bidders that have met the 70% threshold to be considered for price and specific goals. Price and specific goals will be evaluated as follows:

In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated on the 80/20-preference point system in terms of which points are awarded to bidders based on:

- The bid price (maximum 80 points)
- Specific Goals (maximum 20 points)

i. Stage 1 – Price Evaluation (80 Points)

Criteria	Points
<p>Price Evaluation</p> $Ps = 80 \left(1 - \frac{Pt - P \text{ min}}{P \text{ min}} \right)$	80

The following formula will be used to calculate the points for price:

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

ii. Stage 2 – Specific goals (20 Points)

a. BBBEE Points allocation

Transforming society. Securing rights. Restoring dignity.

Chairperson: B C Majola; **Deputy Chairperson:** F Chohan; **Commissioners (Full-Time):** A H Gaum; A M Makwetla; B Malatji; P Ntuli
Commissioners (Part-Time): A C Nissen, J B Sibanyoni; **Chief Executive Officer (Acting):** C Kisoona

A maximum of 20 points may be allocated to a bidder for attaining their B-BBEE status level of contributor in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

B-BBEE points may be allocated to bidders on submission of the following documentation or evidence:

- A duly completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1); and
- B-BBEE Certificate

10. Submission Requirements and Contact Details

- 10.1 To be considered as the preferred service provider, kindly submit the following:
- 10.2 Proposal
- 10.3 Valid Tax Clearance Certificate
- 10.4 BBBEE Certificate.
- 10.5 Company Profile
- 10.6 SBD 4 document signed
- 10.7 SBD 7.2 document must be signed upon winning the request together with the GCC
- 10.8 Latest CSD report at the time of quotation

11. CONFIDENTIALITY

The Parties undertake to keep any information obtained from each other strictly confidential. Subject to Clause 6.2 below, the other Party shall not utilize, sell, publish, or otherwise disclose such confidential information to any third party in any manner whatsoever, including by means of photocopy or reproduction, without the prior written consent of the Party who releases the information.

Neither Party may disclose the confidential information without the prior written consent of the Party who releases such information, to such of the following persons who have a clear need to know for purposes of this Agreement:

Transforming society. Securing rights. Restoring dignity.

Chairperson: B C Majola; **Deputy Chairperson:** F Chohan; **Commissioners (Full-Time):** A H Gaum; A M Makwetla; B Malatji; P Ntuli
Commissioners (Part-Time): A C Nissen, J B Sibanyoni; **Chief Executive Officer (Acting):** C Kisoona

- (a) employees of the Party concerned.
- (b) employees of a legal entity affiliated to the Party concerned; or
- (c) any professional consultant, contractor or agent retained by the Party concerned, in which case the Party concerned shall, prior to making any such disclosure, obtain an undertaking of confidentiality, in the same form and content as this Clause, from each such person.

The confidential information remains the property of the Party concerned and shall be returned to that Party, if –

- (a) that Party demands its return at any time upon giving written notice to the other Party; or
- (b) this Agreement is terminated.

This clause shall not apply to:

- (a) information in the public domain otherwise than by breach of this Agreement.
- (b) information that was not obtained under any obligation of confidentiality; and
- (c) information obtained from a third party who the receiving Party believes, after reasonable inquiry, is free to divulge the information so long as such information was not obtained by the receiving Party under any obligation of confidentiality to the third party.

12. PAYMENTS

Payment shall be made on satisfactory rendering of service.

Payment shall be made into the service provider's bank account after the receipt of an acceptable invoice. (Banking details MUST be submitted as soon as possible and the recommended service provider must register on the South African Human Rights Commission supplier database).

13. NON-COMPLIANCE WITH DELIVERY TERMS

As soon as it becomes known to the contractor that the incumbent will not be able to render services within the expected period and/or against the quoted price and/or as specified, the SAHRC must be given immediate written notice to this effect. The SAHRC reserves the right to implement remedies as provided for in paragraph 22 of the General Conditions of Contract.

14. SECURITY TRAINING

Security officers to be supplied to render the services must be trained to the standards set by the Private Security Industry Regulatory Authority, by a training center accredited by the Security Industry Regulatory Authority (PSIRA).

A copy of the training certificates in respect of each security officer, intended to be supplied to render the service, must be handed to the Security Manager on commencement of the service.

Transforming society. Securing rights. Restoring dignity.

Chairperson: B C Majola; **Deputy Chairperson:** F Chohan; **Commissioners (Full-Time):** A H Gaum; A M Makwetla; B Malatji; P Ntuli
Commissioners (Part-Time): A C Nissen, J B Sibanyoni; **Chief Executive Officer (Acting):** C Kisoona

15. SUPERVISION AND EMERGENCY ASSISTANCE

The bidders must have a well-established and equipped 24-hour security control room. Do you have a 24-hour security control room?

16. OTHER INFORMATION

Have you rendered any similar security guarding service to a government institution or a Parastatal?

Attach a complete detailed list of references with contact persons, name, and telephone numbers, and indicate contract price, where such services are or were rendered.

17. ACCEPTANCE OF LOWEST BID

Please note that the SAHRC is not obliged to accept the lowest bid received.

18. ASSUMPTION OF DUTY

Bidders must be in position to assume duty as required

19. COMPENSATION COMMISSION REGISTRATION

Bidders must provide satisfactory proof of registration as an employer with the Compensation Commissioner

20. PROVISION OF PERSONNEL IN CRISIS SITUATIONS

Bidders must undertake to provide a certain and reasonable number of security staff as required for the rendering of service at the site during crisis situations.

21. SECURITY SERVICE

The quality of the security services to be rendered must be in accordance with the acceptable security standard and minimum requirements set by the SAHRC.

It is the responsibility of the contractor to ensure that security personnel employed meet the minimum requirements.

All possible steps shall be taken by the contractor to ensure that the contract and intended execution of this agreement will take place. These steps include, inter alia, the following:

- the protection of the Commission's officials against injuries, death, or any other offences, including referred to in Schedule 1(one) of the Criminal Procedure Act, 1977 (Act 51 of 1977) as amended.
- the protection of Commission's property at the intended site and the protection of the said property against theft and vandalism

22. SECURITY PERSONNEL

Transforming society. Securing rights. Restoring dignity.

Chairperson: B C Majola; **Deputy Chairperson:** F Chohan; **Commissioners (Full-Time):** A H Gaum; A M Makwetla; B Malatji; P Ntuli
Commissioners (Part-Time): A C Nissen, J B Sibanyoni; **Chief Executive Officer (Acting):** C Kisoona

NB. Proof of registration with PSIRA must be submitted and these personnel will be subjected to security vetting as determined by the SAHRC

Security officers must be able to communicate, read and write in English as well as other official languages.

Security officers must not be younger than 18 years of age

The security officers to be supplied to render the service must at least have security experience

The office of the SAHRC has the right to screen and interview the security officers the bidder intends to supply to render the service at any time during the normal working hours, during the evaluation of the bid etc.

23. UNIFORMS AND IDENTIFICATION

The contractor undertakes to ensure that each member of his security personnel will at all times when on duty be fully equipped in respect of the dress code and paragraph 1.4 above.

A neat and clearly identifiable uniform of the company

A clear identification card of the company with the member's photo, identification, and staff number on it, worn conspicuously on his/her person at all times.

Alternatively, the valid identification card issued by PSIRA.

24. CONTACT WITH SAHRC REPRESENTATIVE

The supervisor must immediately report any abnormal and or noteworthy incident to the Provincial Manager or Security Manager of the SAHRC who in turn will inform top management.

25. MAXIMUM SHIFT HOURS

No security personnel may be allowed to work a shift longer than twelve hours.

26. LABOUR UNREST INCIDENTS

Definition: When officials of the office of SAHRC on the site or security personnel engage in illicit personnel practices such as strikes, unrest and intimidation.

Labour Unrest on the Site: If the service is interrupted/or temporary deferred because of any labour unrest, labour dispute, civilian disorder, a local or national disaster or any cause beyond the control of the contractor, the parties must come to an agreement on methods to contain the situation

27. INSPECTIONS

Transforming society. Securing rights. Restoring dignity.

Chairperson: B C Majola; **Deputy Chairperson:** F Chohan; **Commissioners (Full-Time):** A H Gaum; A M Makwetla; B Malatji; P Ntuli
Commissioners (Part-Time): A C Nissen, J B Sibanyoni; **Chief Executive Officer (Acting):** C Kisoona

The Office of the SAHRC officials as well as the contractor himself shall perform a thorough inspection of the service at least every three months.

The office of SAHRC has the right to inspect the service rendered by the contractor at any time. In order to ensure that the service is rendered in accordance with the conditions of the contract and the site specifications

The SAHRC holds the right to require from the contractor without furnishing any reasons, that any of his employees be replaced, in which case the employee must leave the site forthwith. The SAHRC will not be held responsible for any damage or claims which may arise because of this and is indemnified against any such claims and legal expenses.

NOTE: The SAHRC's representative will have the right to daily check whether sufficient personnel are available at the site in terms of the conditions.

All personnel shortages must be noted in the occurrence book.

28. LIABILITY

The contractor will be held responsible for any damage or loss suffered by the SAHRC as a result of the contractor's own employee's negligence or intent which originated at the site.

The Commission will be liable for any loss or damage of any nature to any contractor's properties, or any items kept at the SAHRCs site, in cases where the loss originated as a result of negligence or intent on the part of the SAHRC.

The SAHRC is indemnified against any liability, compensation, or legal expenses in respect of the following:

- Loss of life or injuries which might be sustained by the security personnel during the execution of their duties.
- Damage to or destruction of any equipment or property of the contractor during the execution of their duties.
- Any claims and legal costs which might ensue from acts or omissions, committed by the security personnel against a third party, which acts include illicit frisking, illicit arrests and other illicit or wrongful deeds.

The contractor must, at his own expenses, take out sufficient insurance against any claims, costs, loss and /or damage ensuing from his obligations and shall ensure that such insurance remains operative for the duration of this agreement.

NOTE: A copy of such insurance must be handed to the SAHRC representative on commencement of the service.

29. SAHRC EQUIPMENT

The contractor may not, unless otherwise specified, make use of any of the SAHRC's equipment, aids and/or property, for purposes of compliance with the conditions, which equipment, aids and/or property include, inter alia, vehicles, stationary, firearms, rooms, and furniture.

All keys required to obtain access to those parts of the site where service is to be rendered according to the conditions, will be provided

30. GENERAL

The contractor's personnel must at all times refrain from littering and keep the grounds/buildings occupied by them clean, hygienic, and neat.

Under no circumstances will any personnel be allowed to trade on the premises.

The contractor shall not erect or display any sign, printed matter painting, nameplates, advertisement, and article or object of any nature whatsoever, in, or against the SAHRC building or site or any part thereof without written consent. The contractor shall not publicly display at the site any article or object which might be regarded as objectionable or undesirable

31. TERMINATIONS OF SERVICE

The stipulations of the general condition of contract will apply in respect of termination in this bid.

To act as an authorized officer in terms of the Control of Access to Public Premises and Vehicle Act, (Act 53 of 1985).

The contract will be terminated immediately should the contractor no longer qualify as security in terms of the Private Security Industry Regulatory Act 56 of 2001.

The contractor must notify the SAHRC immediately should he or any member of his security personnel no longer meet the qualifications or conditions of the Private Security Industry Regulatory Act 56 of 2001 and the contractor must immediately remove from the site and replace any of his employees who no longer qualify as security officers in terms of the Act.

32. DUTIES OF SECURITY OFFICERS

To act as an authorized officer in terms of the Control of Access to Public Premises and Vehicle Act, (Act 53 of 1985). To perform access control duties, patrol premises and execute functions required by the Commission's shift supervisors (including the safeguarding of personnel, property, and information).

To record events/incidents in the prescribed occurrence register and report it to the shift supervisor and contractor.

33. COMPLIANCE WITH LABOUR LAWS AND THE CONSTITUTION

The contractor shall at all material times comply with all Labour Laws in its dealings with employees deployed to the Commission. Without limiting the generality of this provision, the contractor shall ensure that he complies with all the provisions of the Basic Conditions Employment Act relating to

Transforming society. Securing rights. Restoring dignity.

Chairperson: B C Majola; **Deputy Chairperson:** F Chohan; **Commissioners (Full-Time):** A H Gaum; A M Makwetla; B Malatji; P Ntuli
Commissioners (Part-Time): A C Nissen, J B Sibanyoni; **Chief Executive Officer (Acting):** C Kisoona

work and rest times, leave, provision of particulars of employment, timing of salary payments and the payments of the minimum wage. The contractor shall also ensure that all its employees deployed to the Commission are registered with the Unemployment Insurance and Workman's Compensation Funds and that remittances to those funds in respect of the employees are kept up to date. The Contractor may, from time to time, be required to produce proof of compliance with this provision, which request must be immediately complied with.

The Contractor shall at all times conduct its business affairs in a manner that is consistent with the Constitution.

To minimise the risk to its reputation, the Commission reserves a right to terminate this contract if the above terms and conditions are not complied with.

34. Please submit quoted proposals via email by 20 February 2023, before 11h00.

- 34.1 All documentation must be emailed to: Tenderoffice@sahrc.org.za
- 34.2 Submissions should be made using the RFP number for ease of reference

For further information or clarification please contact Poppy at Pmochadibane@sahrc.org.za