

CONFIDENTIAL

SOUTH AFRICAN HUMAN RIGHTS COMMISSION



SECURITY SERVICES

**SPECIFICATIONS: REQUEST FOR PROPOSALS FOR SERVICE PROVIDER
(SECURITY SERVICES)**

SPECIFICATION FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR TWO (2) SECURITY OFFICERS TO RENDER SECURITY AND GUARDING SERVICES FOR THE SOUTH AFRICAN HUMAN RIGHTS COMMISSION WESTERN CAPE OFFICE, CAPE TOWN.

1. INTRODUCTION

1.1 The primary purpose of this request is to appoint a service provider to render a security guarding service in Cape Town from 2nd January 2022 until 2nd January 2025. The office is situated at 132 Adderley Street, 6th and 7th Floors, ABSA Building in Cape Town.

1.2. Shift

Day shift: 06h00 to 18h00-Monday to Friday (excluding public holiday and weekends)

1.3. Total number of Security Officers

X 2 (two)

1.4. Grade "C"

NB: Security Officers must be registered with the Private Security Industry Regulatory Authority (PSIRA).

1.5 Security Equipment/Aids per Security Officer

- 1x portable handheld radio or means of communication e.g., Cell phone.
- 1x Baton
- 1x Handcuffs
- 1x metal detector
- Each Security Officer shall be provided with a corporate security uniform by the company.
- Occurrence Book (OB)
- Equipment registers
- Name tag

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

- 1.6 Visit by the Supervisor is non-negotiable. Visits should be conducted on a quarterly basis.

2. SCOPE

Scope to be covered by the appointed supplier as described fully in paragraph 7 of the specification.

3. GENERAL BID CONDITIONS

- 3.1 The service will be rendered at the South African Human Rights Commission Offices in Cape Town.
- 3.2 The service provider must be from the area of Cape Town or at least not travelling from their operational area (OPS) more than 40 k/m. It should not take more than 40 minutes to reach to the office of the SAHRC, Cape Town in case of response to an emergency.
- 3.3 Service providers are at liberty to discuss any aspect of this request for proposal with the following enquiries:

SCM Procedures

Ms Thenjiwe Dlamini

Tel:011 877 3641

E-mail: tdlamini@sahrc.org.za

Technical Enquiries

Penny Carelse/Mr Laurence Papamogolo Makgabo

Tel:011 877 3800

E-mail: Pcarelse@sahrc.org.za/lmakgabo@sahrc.org.za

- 3.4 The quoted price must include equipment and security service
- 3.5 Submission of Quote must include the following documents:
 - SBD4 Form
 - CSD report
 - Tax clearance certificate

- BBEE verification certificate

4. EVALUATION CRITERIA

Bidders will be evaluated for functionality. Functionality will be evaluated as follows:

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

Technical Evaluation – Bidders will be evaluated out of 100 points and are required to achieve minimum threshold of 70%

The overall score must be equal or above 70% percent to proceed for Price and BBEE evaluations.

Technical evaluation

	Criteria	Percentage weighting	Value	Score points
1.	Previous experience to be displayed in the documentation Less than 1 year = 1 Greater than 1 but less than or equal to 4 = 3 More than 4 years = 5	10		
2.	PSIRA certification = 5 No certification = 0	20		
3.	Breakdown of the quotation and total amount for the duration of the contract together with being cost effective.	20		
4.	Distance from area of operation to the client (SAHRC Office)	10		
5.	Flexibility & Responsiveness & client orientation Supplier to submit any form of proof of effective turnaround time	10		
6.	24-hour control room operation, supplier to display this via pictures of the control room	10		
7.	Proven track record with reference letters of public and private sector organisations. 1 letter = 1 2 to 3 letters = 3 3 or more letters = 5	20		
	Total	100		

a. **Price and BBEE Evaluation (80+20) = 100 points**

Only Bidders that have met the 70% threshold will be evaluated for price and BBEE. Price and BBEE 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)
- B-BBEE status level of contributor (maximum 20 points)

i. Stage 1 – Price Evaluation (80 Points)

Criteria	Points
Price Evaluation $Ps = 80 \left(1 - \frac{Pt - P \text{ min}}{P \text{ min}} \right)$	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 – BBEE Evaluation (20 Points)

a. BBEE Points allocation

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

5. 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).

6. 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.

7. CONFIDENTIALITY

This proposal and all information in connection therewith shall be held in strict confidence by bidders and usage of such information shall be limited to the preparation of the bid. Bidders shall undertake to limit the number of copies of this document. All bids are bound by a confidentiality agreement preventing the unauthorized disclosure of any information regarding the SAHRC or of its activities to any other organization or individual. The bidders may not disclose any information, documentation, or products to other clients without the written approval of the Accounting Officer or his delegated officer.

8. TECHNICAL REQUIREMENTS

- 7.1 The bidder must be registered as a company or close corporation and a copy of the registration certificate must be attached as proof thereof. (Failure to comply may invalidate the bid)
- 7.2 Private Security Industry Regulatory Authority (PSIRA) and Accreditation
- 7.2.1 The company or close corporation and every director of the company or members of the close corporation must be registered in terms of Private Security Industry Regulatory Act, 2001 (Act 56 of 2001).
- 7.2.2 All security officers that the bidder supplies to render the service must be registered as security officers in terms of Private Security Industry Regulatory Act, 2001(Act 56 of 2001).
- 7.2.3 A copy of the registration certificates in respect of all the security officers` to be supplied to render the service, must be handed to the Security Manager on the day the service commences
- 7.2.4 Security Officers
- The contractor shall ensure the continuity of the security service to be rendered, allocate specific personnel on the sites.
 - The exchange of any security personnel may only be executed with prior consent of the security manager.

9. SECURITY TRAINING

- 8.1 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 centre accredited by the Security Industry Regulatory Authority (PSIRA).
- 8.2 A copy of the training certificates in respect of each and every security officer, intended to be supplied to render the service, must be handed to the Security Manager on commencement of the service.

10. 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?

11. OTHER INFORMATION

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

11.2 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.

12. ACCEPTANCE OF LOWEST BID

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

13. ASSUMPTION OF DUTY

Bidders must be in position to assume duty as required

14. COMPENSATION COMMISSION REGISTRATION

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

14 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.

15 SECURITY SERVICE

15.1 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.

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

15.3 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 State 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 State property at the intended site and the protection of the said property against theft and vandalism

16 SECURITY PERSONNEL

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

- 16.1 Security officers must be able to communicate, read and write in English as well as other official languages.
- 16.2 Security officers must not be younger than 18 years of age
- 16.3 The security officers to be supplied to render the service must at least have security experience
- 16.4 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.
- 16.5 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.

17 CONFIDENTIALITY AGREEMENT (DECLARATION OF SECRECY)

All security personnel shall at the commencement of this agreement sign a confidentiality agreement as prescribed by the SAHRC Security Policy.

18 GENERAL REQUIREMENTS FOR SECURITY PERSONNEL

- 18.1 Security officers must always present an acceptable image and appearance which implies, *inter alia*, that they may not sit, lounge about, smoke, eat or drink while attending to clients.
- 18.2 Supervisors and security officers must at all times present a dedicated attitude/approach to security, which attitude/approach shall imply, *inter alia*, that there shall be no unnecessary argument with visitors/staff or discourteous behaviour towards them.
- 18.3 Supervisors and security officers must be physically healthy and medically fit for execution of their duties.
- 18.4 Supervisors and security officers must sign an undertaking in which they declare that they will refrain from any action which might be to the detriment of the State.
- 18.5 Supervisors and security officers are prohibited from reading documents or records in offices or unnecessary handling thereof.
- 18.6 The contractor or his employees may furnish no information concerning the SAHRC's activities to the public or news media.

- 18.7 The SAHRC has the right to ascertain from the PSIRA to determine whether the security officers are in compliance with the PSIRA.

19 UNIFORMS AND IDENTIFICATION

- 19.1 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.
- 19.2 A neat and clearly identifiable uniform of the company
- 19.3 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.

20 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.

21 MAXIMUM SHIFT HOURS

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

22 LABOUR UNREST INCIDENTS

- 22.1 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.
- 22.2 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

23 INSPECTIONS

- 23.1 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**.
- 23.2 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

23.3 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.

23.4 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.

23.5 All personnel shortages must be noted in the occurrence book.

24 LIABILITY

24.1 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.

24.2 The State 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.

24.3 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.

24.4 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.

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

25 SAHRC EQUIPMENT

25.1 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.

25.2 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

26 GENERAL

- 26.1 The contractor's personnel must at all times refrain from littering and keep the grounds/buildings occupied by them clean, hygienic, and neat.
- 26.2 Under no circumstances will any personnel be allowed to trade on the premises.
- 26.3 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 nor publicly display at the site any article or object which might be regarded as objectionable or undesirable

27 TERMINATIONS OF SERVICE

- 27.1 The stipulations of the general condition of contract will apply in respect of termination in this bid.
- 27.2 To act to act as an authorized officer in terms of the Control of Access to Public Premises and Vehicle Act, (Act 53 of 1985).
- 27.3 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.
- 27.4 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.

28 DUTIES OF SECURITY OFFICERS

- 28.1 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 departmental shift supervisors (including the safeguarding of personnel, property, and information).
- 28.2 To record events/incidents in the prescribed occurrence register and report it to the shift supervisor and contractor.

29 ADDITIONAL REQUIREMENTS

- 29.1 Guards must be inspected once a day by the contractor or his representative.

29.2 The contract is from 02 January 2022 to 02 January 2025 and the SAHRC reserves the right to terminate the contract at any stage if the SAHRC feels that the services rendered are unsatisfactory.

29.3 Closing date for the proposal will be the **30th of November 2021 at 11:00am**