

TERMS OF REFERENCE

SPECIFICATION: APPOINTMENT OF A SERVICE PROVIDER FOR GUARDING SERVICE FOR GQEBERHA REGIONAL OFFICE FOR A PERIOD OF 24 MONTHS.

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1. PURPOSE:

- 1.1 The Department of Trade, Industry and Competition (**the dtic**) wishes to contract a service provider for 24 months to provide security guarding at Gqeberha Regional Offices.

2. BACKGROUND:

- 2.1 the **dtic** regional office in Gqeberha, requires security guarding services to create a safe and secure environment to all personnel, visitors and assets by the use of physical measures to prevent and delay unauthorised intrusion. The leased premises is situated at 66 Ring Road, 3rd Floor, Greenacres, Gqeberha 6045. are situated at 8 Riebeeck Street, 13th Floor, Norton Rose House .
- 2.2 The total leased space is 464 m² with six (6) offices, one reception/waiting area; one (1) big boardroom, three (3) consultation rooms, one (1) server room, one (1) storeroom, one (1) room, one (1) print room, one (1) pause/kitchen and one entrance/passage area. The ablution facilities are situated inside the lease space

3. DELIVERABLES:

- 3.1 Provide daily 10 hours security guarding services at the dtic Gqeberha Regional office for a period of 24 months:

NO	DESCRIPTION OF QUARDS	QUANTITY
1.	Grade C Security Guard *Possibility to work public holidays if required *Provision to work (1) one weekend a month	1

2.	SECURITY AID REQUIRED:	
	(a) 1 x Supply and use of handheld metal detector	1
	(b) Supply and use of a handheld scanner to positively identify visitors - Scanning ID/Driver's Licence	1
	(c) Pocket book	1
	(d) Red and Black pens	1
	(e) Radio and spare battery (means of communication with control room)	1
	(f) Handcuffs and key	1
	(g) Rechargeable torches /batteries	1
	(h) Baton and whistle	1
	(l) Pepper gel spray	1
	(j) Taser	1
	(k) Occurrence Book (and new book on standby)	2
	(l) One (1) serviceable cell phone with airtime and data to communicate with Control room	1

3.2 Provide static guarding duties at predetermined posting at the office entrance.

3.3 Ensure **the dtic** security protocols is upheld as per **the dtic** Security Policy, company Code of Conduct/Ethics, Company Dress Code and all other relevant policies whilst on duty. Failure to adhere as well as any conduct that negatively affects the image of **the dtic** will result in the removal of said personnel of the successful bidder.

3.4 All personnel supplied by the successful bidder are not allowed to read, make copies of, peruse any document belonging to **the dtic**, unless it is required in their

execution of their designated duties The same applies to the use of any equipment, computers, laptops and projectors which officially belong to **the dtic** or any tenant/occupant of the regional office.

- 3.5** No personnel of the successful bidder are allowed to furnish any information regarding departmental activities or any sensitive information or data concerning **the dtic** to the public or news media. A Declaration of Secrecy will therefore have to be signed prior to the commencement of any services on the premises. All personnel will undergo a screening procedure by **the dtic** Vetting unit and the bidder is advised to ensure their employees have no criminal records and have a valid South African identification document.
- 3.6** Security supervisors on site to thoroughly inspect all registers weekly and report any irregularities to the security personnel of **the dtic** immediately.
- 3.7** A monthly report providing proof of visits by the supervisor must be submitted to the Project Manager of **the dtic**. Security incidents, breaches, or any other irregularities encountered during such inspections must be immediately brought to the attention of the Project Manager of **the dtic**.
- 3.8** The successful bidder undertakes to provide and ensure that every personnel member who is posted at **the dtic** Regional Office will, always whilst on the premises, whilst on duty, be fully equipped as follows:
- a. Standardized male/female uniform (corporate clothing) which is always neat and clearly identifiable (not faded), including inter alia, trousers/pants, long/short sleeved shirts, ties, tunics, jerseys, raincoats, overcoats, caps and shoes/boots as permitted by the prevailing weather conditions.
 - b. Neat, clean, clear identification card/name tag showing a photo of the security official's, displaying inter alia, his/her rank/designation, initials and surname.

This will always be conspicuously displayed on the right side of the security official's chest. All security officials will always also physically display their PSIRA cards as required by the MPSS.

- 3.9** Perform the following access control duties at the entrance of the Gqeberha Regional Office:
- a. To control the movement of people and goods (equipment, furniture, etc).
 - b. Every person who enters the Cape Town office must be approached to determine whether such a person is legally in **the dtic** office at a particular point in time,
 - c. Request people to identify themselves,
 - d. Conduct searches, when necessary, in respect of clients, staff and any other person entering the building.
- 3.10** Carry out regular patrols at all rooms and other areas occupied in **the dtic** offices and ensure that doors and windows are securely closed.
- 3.11** Check for actual or potential hazards outside and inside **the dtic** and surroundings.
- 3.12** The Security Guard must be able to call for adequate back-up should a situation arise that they cannot handle.
- 3.13** The security guard must report for duty 15 minutes before the starting time of the shift.
- 3.14** Supervisors must do regular on-site inspections and controls.

3.15 Responding to all security incidents at the office appropriately and recording the incident in the occurrence book.

3.16 Assist in emergency evacuations and drills at the office and provide first aid and fire marshal support.

4. CONDITIONS:

4.1 A Service Level Agreement must be signed with the successful bidders before work commences.

4.2 **the dtic** reserves the right to vet the information provided by the service providers e.g. references, previous contracts carried out, etc,

4.3 This bid and all contracts emanating from this will be subject to the General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999).

4.4 The successful service provider must ensure that it adheres to the Labor Relations Act, 1995 (Act No 66 of 1995) and the requirements of the Occupational Health and Safety Act, 85 of 1993.

4.5 Payment conditions: Payments will be made monthly, and details of payment will be dealt with in the Service Level Agreement.

4.6 Regulation 13 (c) of the Public Service Regulations 2016 determines that an employee shall not conduct business with an organ of state or be a director of a public or private company conducting business with an organ of state unless such employee is in an official capacity a director of a company listed in Schedules 2 and 3 of the Public Finance Management Act. As this regulation prohibits public service employees from conducting business with an organ of state; either in a



personal capacity or as a director of a private or public company, non-compliance with this regulation will lead to automatic disqualification of a bid.

- 4.7 The service provider shall be liable for, and shall indemnify any claim, cost or proceedings resulting from death of, or bodily injury to any person or damage to property caused by the negligence of the Service provider's employees. The service provider will provide details of their Third Party and Public Liability insurance for a minimum of R500 000 prior to signing the Service Level Agreement.
- 4.8 Service providers should be registered on the CSD and comply with tax.
- 4.9 The appointed service provider will be subjected to the internal screening as per **the dtic** policy.

5. the dtic OBLIGATIONS:

- 5.1 The Project Manager of **the dtic** will serve as the contact person on all matters relating to the service.
- 5.2 The Project Manager of **the dtic** will review, evaluate and approve the services provided by the service provider against the Service Level Agreement on an ongoing basis, prior to payment.

6. SERVICE PROVIDER OBLIGATIONS:

- 6.1 The appointed service provider undertakes to:

6.1.1 Act as an independent contractor in respect of the work;



6.1.2 Exercise all reasonable skills, care and diligence in the execution of the work.
The service provider shall in all professional matters, act as a faithful service provider to the dtic a

6.1.3 s well as respecting the laws and customs of the country, including the following minimum mandatory and regulatory requirements:

- Basic Conditions of Employment Act, No 75 of 1997 Private Security Industry Regulation Act, No 56 of 2001
- Criminal Procedure Act, No 51 of 1977
- Control of Access to Public Premises and Vehicles Act, No 53 of 1985
- Occupational Health and Safety Act, No 181 of 1993
- Minimum Information Security Standards (MISS) and Minimum Physical Security Standards (MPSS)

6.1.4 Satisfaction itself as to the correctness and sufficiency of the rates and prices set out in the contract for the service to be rendered.

6.1.5 Engage meaningfully with the Project Manager of **the dtic** throughout the service.

6.1.6 Plan and provide all possible risks that may affect the delivery of the service and what mechanisms are in place to manage such risks.

6.1.7 Be ready to assume work on the contract date as agreed upon in the Service Level Agreement.

7. PRICE:

7.1 The bidder's total ceiling price must be quoted in South African currency (ZAR) inclusive of VAT (if registered for VAT).

7.2 The remuneration of security personnel may only be remunerated in accordance with the provisions of the Basic Conditions of Employment Act, No 75 of 1997, and all amendments thereto in respect of Sectorial Determination 6: Private Security Sector, South Africa.

7.3 Bidders are required to complete the attached pricing schedule in full. (**RFQ Pricing Schedule – Annexure A**)

8. **CONTRACTUAL OBLIGATIONS:**

8.1 Parking and travel between the prospective service provider's home/office and **the dtic** regional office will be borne by the service provider.

8.2 **the dtic** reserves the right to reasonably discontinue work on any deliverables of the contract at any given time where, for example, the quality of work delivered is poor, or the service provider is unduly delaying delivery of service.

8.3 Payments will be made monthly and will only be processed upon submission of a valid invoice by the successful bidder. Payments will only be made after rendering of services and not upfront. Invoices must be accompanied by submitting a signed attendance register, supervisor inspection of registers and OB entrance of such visit and monthly report.

8.4 Should it come to light at any given stage during any type of inspection or if a post is unmanned, **the dtic** reserves the right to deny payment for that post for that shift.

9. **SUBMISSION OF RFQ:**

9.1 Service providers must submit their quotations by email by the closing date.

10. **EVALUATION PROCESS:**

10.1 The 80/20 principle will apply in evaluating the proposals pertaining to the Preferential Procurement Policy Framework Act, Act no 5 of 2000 that came into effect on 7 December 2011.

10.2 All proposals will be evaluated in terms of the two-phase process outlined below:

10.2.1 First phase: Compliance with Mandatory Regulatory Requirements. For this phase only the bidders that fully comply with the Mandatory Regulatory Requirements will be considered during the second phase of evaluation.

10.2.2 Second phase: During the first phase all bids/quotations that fully comply with the Mandatory Regulatory Requirements will be considered for the second phase where points will be calculated for price and specific goals in accordance with the Preferential Procurement Policy Framework Act and its Regulations.

11. FIRST PHASE: EVALUATION OF MANDATORY REQUIREMENTS

The following are deemed as minimum requirements, and failure to comply will result in the invalidation of the quotation.

11.1 It is advisable for suppliers to mark comply or not comply. . If a response to a question has been indicated as comply but not substantiated, it shall be regarded as non-compliance to mandatory requirements, and the bid WILL be disqualified.

11.2 Bidders are required to indicate compliance by marking with an "X" adjacent to each requirement in the column.

11.3 Service Providers Experience:

11.3.1 The bidding company must have a minimum of 5 years relevant experience in rendering/delivering similar security services.	Comply	Not Comply
11.3.2 Proof to be provided in the response by submitting one (1) or more referral letters. These reference letters must be recent and must not date back more than 7 years. For ease of reference please direct to the appropriate section/s in your proposal.	Comply	Not Comply
11.3.3 The service provider must provide a list of at least 5 PSIRA registered security guards on its establishment. The list should include the name, surname and PSIRA number of the security guards.	Comply	Not Comply
11.3.4 Proof of valid PSIRA registration of the relevant service provider.	Comply	Not Comply
11.3.5 The successful bidder will be acting in the capacity of an employer and must therefore provide proof of current valid registration with the Compensation Commissioner (Compensation for Occupational Injuries and Disease Act COIDA)	Comply	Not Comply
11.3.6 1 1.3.5 Service provider must include an implementation plan indicating the intended security service delivery methodology in the proposal and specify the following: (a) Routines of guard inspection and deployment; (b) Supervision of guards; (c) Site Inspections; (d) Meetings with the dtic Security; (e) Processes when guards fail to report for duty; (f) Reports and formats; and (f) Investigation of incidents with timeframes. The above items listed (a) to (F) must be addressed.	Comply	Not Comply



12. SECOND PHASE: PRICE

The **80/20** principle will apply in evaluating the proposals in accordance with the Preferential Procurement Policy Framework 5 of 2000.

Preference Points (PLEASE TAKE NOTE THAT PRICING MUST ONLY BE SUBMITTED IN THE E-MAIL)			
Price	80		
Maximum Preferential procurement points (Specific goals)	20		
MAXIMUM POINTS	100		

13. CONTRACTUAL PERIOD:

13.1 The service provider will be appointed for 24 months unless terminated earlier in terms of the provisions of the Service Level Agreement. The effective date will be determined in the Service Level Agreement.

13.2 the dtic reserves the right to terminate or suspend the contract/service. The successful bidder will be notified in writing with at least (30) thirty-day notice of the termination of the Agreement

14. CONTACT PERSONS:

14.1 All technical enquiries should be in writing and be directed to:

Ms P Matlaila

E-mail: PMatlaila@thedtic.gov.za