

TERMS OF REFERENCE: *Appointment of a Service Provider to provide Security Services to Safety Inspectors when conducting some of their offsite activities.*

(As and when required)



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1. INTRODUCTION

- 1.1. The Railway Safety Regulator (RSR) was established in terms of the National Railway Safety Regulator Act, Act 16 of 2002 (“the Act”) as amended.
- 1.2. The RSR is an agency of the National Department of Transport and comprises a Board of Directors, Chief Executive Officer (appointed by the Minister), Executive management and staff.
- 1.3. The primary legislative mandate of the RSR is to oversee and enforce safety performance by all railway operators in South Africa including those of the neighbouring States whose rail operations enter South Africa. Notwithstanding the foregoing, operators are, in terms of the Act, primarily responsible and accountable for ensuring the safety of their railway operations.

2. BACKGROUND

- a) Section 33(1) of Act 16 of 2002(as amended) states that a railway safety inspector may, at any time, enter or cross property under the control of an operator to carry out an inspection or an audit of the operator’s safety management system, in respect of railway operations provided for under a safety permit.
- b) The Regulator may also in terms of section 38(4) of the Act, on its own accord, or upon receipt of a directive from the Minister, investigate any railway occurrence for the purposes of preventing similar occurrences in the future.
- c) When executing the RSR’s mandate of audits, inspections or investigations, Railway Safety Inspectors from time to time get exposed to unsafe areas or conditions. Railway occurrences which require RSR to respond, sometimes happen late at night outside working hours where it might pose a safety risk to Railway Safety Inspectors. This risk is also prevalent during the daytime, people get robbed and killed in the daytime, and some areas are extremely dangerous even during the day.

- d) To ensure the safety and security Railway Safety Inspectors when executing their duties, railway safety Inspectors require a security escort for those activities located in unsafe areas including when responding to some occurrences late at night.
- e) The RSR is acquiring a professional service provider to offer security support services as and when required to escort Railway Safety Inspectors when responding to an occurrence site at night and to areas that are deemed unsafe.
- f) Railway Safety Inspectors require an emergency security support services whenever they are confronted with unsafe situations during the execution of their duties.

3. PURPOSE

- 3.1. The purpose of this Terms of Reference (TOR) is to appoint a professional service provider to offer security support services as and when required to escort Railway Safety Inspectors when responding to an occurrence site at night and to areas that are deemed unsafe, for a period of twenty-four (24) months.
- 3.2. The specific objective of this service is to escort and provide security and protection of the forty (40) Railway Safety Inspectors as and when required. Protect the RSR moving assets (vehicles) and inspectorate working tools such as laptops, cameras and including personal assets (Cell phones) and other valuables.
- 3.3. The security services will be rendered across the RSR three regions which are structured as follows:
 - a) The Eastern Region comprised of KwaZulu-Natal parts of Free State and Parts of Mpumalanga. Inclusive of Richards Bay to the North up to Volksrust, Vrede, and Warden, to the Northeast to Piet Retief, and up to Bethlehem, Ficksburg, and Ladybrand.
 - b) The Central Region comprises Gauteng, Northwest, Limpopo, Mpumalanga, part of Free State, and Northern Cape. Inclusive of Musina, Phalaborwa, Thabazimbi; Mahikeng, Ermelo, Nelspruit; Komatipoort, Amsterdam, Amersfoort, Standerton, Vryburg, Bloemfontein; Winburg and Senekal.

c) The Coastal Region comprises of the Western Cape, Eastern Cape, Northern Cape, and Parts Free State. Inclusive of Hotazel, Kimberley, Postmasburg, Colesberg, Aliwal North, and Mthatha.

- 3.4. The security services will be required when Inspectors work in areas where there is community unrest (as and when it happens).
- 3.5. The service provider will collaborate with South African Police Services (SAPS) or any relevant law enforcement authority to ensure a swift response in cases of security incidents.
- 3.6. The service provider must have a security application (APP), the APP shall provide personal safety and security in the palm of the safety Inspectors. The service provider shall provide a panic button device as a backup in cases where the phone APP is inaccessible.
- 3.7. The safety Inspectors must be able to subscribe to the APP.
- 3.8. The APP must be able to be installed on multiple devices (IOS, Android) to enable Railway Safety Inspectors to access the APP irrespective of the cellphone network provider that they are using.

4. SCOPE OF WORK

- 4.1. The Service provider (a company with a security software application, i.e. an APP) will be appointed for two (2) years to provide security and to escort (as and when required) Safety Inspectors when conducting inspections, audits, occurrence investigations and other related activities in locations/areas that are deemed unsafe including responding to some occurrences late at night as follows:
 - a) Provide security support services to Railway Safety Inspectors throughout the three RSR regions (Central, Coastal and Eastern Region) and other RSR Departments in the Head Office.
 - b) The service provider must have a 24-hour emergency control centre.
 - c) The service provider with the security APPs must have partnerships with several security companies across South Africa and these security companies shall provide security services in remote areas and areas prone to community unrest.
 - d) The security providers must always be available on call at any time to assist with security support services to Railway Safety Inspectors (RSR moving assets (vehicles) and

inspectorate working tools such as laptops, cameras and personal assets (Cell phones) and other valuables).

- e) The security APP shall enable the Railway Safety Inspectors to receive security support from the local security company that understands the local security environment.

5. MANDATORY REQUIREMENT/S

- 5.1. Proof of registration with the Private Security Industry Regulating Authority (PSIRA) for the company.

6. EVALUATION REQUIREMENTS

- 6.1. The bidder must provide a detailed proposal as part of the tender, addressing and including at least the following:

- a) The service provider must submit reference letters from previous client/s to support the number of years and to prove that they have successfully performed or have been providing similar services from its previous and or current verifiable clients.

The reference Letters should not be older than five (5), be on a client's official letterhead, with contact details and must be signed. **RSR may contact the references to confirm the information provided.**

- b) Methodology: Demonstrable capacity to deliver all the required services as per the project scope including a detailed emergency response plan and procedures including partnerships with other security services related providers.
- c) App Requirements: Emergency panic button for any emergency response within 5 minutes, Activation of security escort services within a minimum time of 30 minutes, Live GPS Tracking and backup panic button device.
- d) Demonstration of APP: Service provider must be able to demonstrate live functionality of the security application (Security APP). The security app must have a panic button, ability to request for escort services, Live GPS Tracking, and backup panic button device.
- e) All prices should be VAT Inclusive and include all travelling.

7. FUNCTIONALITY EVALUATION

The suitable service provider must demonstrate capacity and capability to execute this project by complying with the functionality criteria

Functionality Criteria

FUNCTIONALITY CRITERIA		100
10.1	COMPANY EXPERIENCE	75 POINTS
10.1.1	Company's proven experience in security services, escorting, security APP and panic buttons Contactable Testimonials and/or references (not older than 10 years) a. 5 References = 20 points b. 4 References = 16 points c. 3 References = 12 points d. 2 References = 8 points e. 1 Reference = 4 points f. No or invalid Reference = 0 points	20
10.1.5	Methodology a. Exceptionally defined project plan indicating, project scoping, project charter, milestones, deliverables, budgeting, and reporting = 25 points b. Moderately defined project plan indicating stakeholder engagement, project scoping, project charter, milestones, deliverables, budgeting, and reporting = 15 points c. Poorly defined project plan indicating stakeholder engagement, project scoping, project charter, milestones, deliverables, budgeting and reporting = 5 points d. No Project Plan = 0 points	25

10.2.1	App Requirements The security app with panic button, ability to request for escort services, Live GPS Tracking, and backup panic button device. Service provider meets all above requirements a. App meets all above requirements = 30 points b. App does not meet any one of the requirements = 0 points	30
Only service providers who scored a minimum of 45 out of 75 points will qualify to be evaluated on demonstration of security app.		
10.2.2	Demonstration of security app The security app with panic button, ability to request for escort services, Live GPS Tracking, and backup panic button device. a. App demonstration shows exceptional features (App has additional features than required) = 25 points b. App demonstration shows required features = 15 points c. App demonstration does not have any of the required features = 0 points	25
TOTAL		100

Only bidders that scored a minimum of **70 points** or above will be evaluated on Price and Specific Goal points.

8. PRICING

All costs must be VAT inclusive.

9. SUBCONTRACTING

- A bidder awarded a contract may only enter into a subcontracting arrangement with the approval of the RSR.
- A bidder awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher BBBEE status level of a contributor than the person concerned unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract

10. REPORTING

The appointed service provider will report to the appointed Project Manager of RSR. The detailed reporting requirements will be provided to the successful service provider during the contract negotiation and project inception.

The service provider shall every month supply a summarized written report to the RSR Project Manager on specific problems, suggestions, improvement methods, work programs, personnel turnover, remedial actions taken and all other matters relating to the provision of security services.



11. CONDITIONS OF THE CONTRACT

- a) The General Conditions of Contract must be accepted as these are issued by National Treasury and are non-negotiable.
- b) Any patents or copyrights developed from this project will belong to the RSR.
- c) The service provider will sign a confidentiality agreement regarding the protection of RSR information that is not in the public domain.
- d) The Supervisor and the Security Officers must be both mentally and physically fit for the execution of their duties.
- e) The supervisor and the security officers must sign a declaration that they will refrain from any action/conduct which might be detrimental to the RSR's reputation.
- f) The supervisor and the security officers are prohibited from unauthorised handling, reading or removal of documents in the organisation's records. Compliance to the Protection of Personal Information Act (POPIA) Act.
- g) The RSR reserves the right to screen/vet security personnel in the employ of the security provider to the relevant level, and to verify their registration status with PSIRA before they are employed in the organisation and record all security-related incidents/occurrences in relevant registers.
- h) The service provider must ensure that there is no interruption of services due to manpower shortage because of the security guard being on leave (Annual, sick, etc.).
- i) All possible steps shall be taken by the service provider to ensure full execution of this agreement.