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**APPOINTMENT OF A SUITABLE SERVICE PROVIDER(S) TO RENDER PHYSICAL SECURITY SERVICES ON BEHALF OF THE DEPARTMENT FOR A PERIOD OF THIRTY-SIX (36) MONTHS FOR THE FOLLOWING OFFICE: AMATHOLE (EAST LONDON).**

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## **1. INTRODUCTION AND BACKGROUND INFORMATION**

The Department of Economic Development, Environmental Affairs and Tourism (DEDEAT) requires the services of an established and reputable security services company to provide security services to the Department to minimize physical risk to staff and risk of loss or damage to the Department's property, and to manage access and egress control. The Department wishes to enter a contract ("the contract") based on the terms and conditions as set out in these Terms of Reference:

## **2. OBJECTIVES, SCOPE OF WORK AND DELIVERABLES**

The objective of the department is to make sure that the risk associated with security matters is taken care of and the property and assets of the department are secured. The department require security services which will safeguard its movable and immovable assets, personnel and visitors in the following sites, Amathole in East London. The successful service provider/s will provide security services for day and night at Amathole regional office.

## **3. EQUIPMENT REQUIREMENTS**

Means of communication; two-way radio (compulsory) and cell phone (with airtime all the time as a backup communication equipment) – 2 x two-way radios and 1 x cell phone per site to communicate to all guards and the security control centre and guard room and guards should be able to use all the equipment. The cell phone is for communication between the site and outside stakeholders (e.g. ambulances and firefighters etc) and our office (DEDEAT security unit).

### **3.1. Registers (all registers must be originally designed, with numbering)**

- Occurrence Book,
- Equipment registers,
- Gate Control Registers,
- Visitors register,
- Afterhours register,
- Firearm and ammunition register.
- Prohibited items

## SECURITY EQUIPMENT FOR SECURITY OFFICERS

- 3.2. Batons – 1 per security officer
- 3.3. Handheld metal detectors per security officer.
- 3.4. Handcuff per security officer.
- 3.5. Pepper spray per security officer.
- 3.8. Quality Duty utility kit belt to put on (pepper spray and handcuffs)
- 3.9. Torch/ spotlight per security officer during the shift.
- 3.10. A gun safe (a safe that will be able to carry handguns, shotguns or rifles and assets not bigger than the laptop).
- 3.11. PSIRA card (must always be carried on person by the officer).
- 3.12. Company Identification cards (must always be carried on person by the officer).
- 3.13. Black and red pen for updating the registers.
- 3.14. Visitors Cards (losses to be covered by the service provider).
- 3.15. Clock Points (hourly patrols or can be adjusted when there is a need by DEDEAT).

## 4. SERVICE PROVIDER'S COMPLIANCE WITH PSIRA AND NBCPSS PROVISIONS,

The security services ("the services") under the contract shall be rendered by the appointed bidder hereinafter referred to as the Service Provider.

- 4.1. The performance of the Service Provider's security staff and the adherence to sector wage of the National Bargaining Council for The Private Security Sector (NBCPSS) Collective Agreement rates as per determined areas is very important to the Department for ensuring proper safeguarding of departmental assets and as well as compliance with security legislation.
- 4.2. The service provider must comply with the requirements of the security regulator (PSIRA).
- 4.3. When quoting, consideration of NBCPSS rates should be applied so that the payment of wages are aligned with them as per designated areas (area 1, 2 & 3).
- 4.4. The security staff must be compensated as per NBCPSS rates, according to designated areas, and the Department will verify this (by means of inspections and request for submission of proof by the service provider) and if it has been found that the security staff are underpaid the Department will have the right to demand the

correction of the wages and payment of any outstanding amount to the security officer.

4.5 If the service provider is persistent on underpayment of security officers the department will have to terminate of the contract.

**NB:** No employment and/or hiring of illegal foreign nationals in any aspect of the security service rendered to the Department will be allowed. If the Department establishes that any illegal foreign national is in the employ of the Service Provider providing security services to the Department, the security services under the contract will be terminated with immediate effect without any prior notice being given.

## 5. SERVICE CATEGORIES

The services may generally be divided into the following categories:

- 5.1. Access controls at main/vehicle gates/security car parks.
- 5.2. Processing (searching) of vehicles, passengers, & everyone entering & leaving the premises to ensure that the Department's property is not removed without (valid) permit / permission.
- 5.3. Searching of designated areas.
- 5.4. Patrol services.
- 5.5. Guard services.
- 5.6. Visitor's control (directing or escorting or issuing visitors cards).

### 5 A. REQUIRED CAPACITY, QUALIFICATIONS, EXPERIENCE & TRACK RECORD

#### 5 A.1. PERSONNEL REQUIREMENTS FOR EACH SITE

OFFICE	Amathole (East London)
Security Officers Grade C Psira certificate.	2 /day shift 2/night shift
Supervisor: Grade B Psira certificate	1

**The working arrangement for shifts in all the sites will be as follows:**

1. 06h00- 18h00 2 x Day Shift Security Officers. (Monday to Sunday (24/7) for Amathole in East London).
2. 18H00- 06H00 2 X Night Shift Security Officers; (Monday to Sunday (24/7) for Amathole in East London).
3. One supervisor on the shifts.
4. On the shifts there should be equal number of males and females, during night and day.

Use the following table template when listing company project experience and individual team member's project experience respectively:

**Table 1 : Project Experience Template**

Client Name	Details of the project scope and activities	Value of the Project	Date of project inception (start date)	Date of project completion (end date)	Reference details	Contact details of reference person
					Name:  Surname:  Designation  Was the above mentioned person involved in the project start and close out meetings? Yes/ No	Telephone Number:   Email Address:

**5. ACCESS CONTROL AT VEHICLE GATES/SECURITY CAR PARKS AND PROCESSING OF VEHICLES AND PASSENGERS (WHERE APPLICABLE).**

- 6.1. Ensure that the control point / guard room is neat and tidy during shift changes.
- 6.2. Inspect and test all the facilities, escape routes, access control, health & safety facilities and equipment (including security equipment) and report any defects to the supervisor and the Department's Security Manager or designated person as advised by the Department from time to time.
- 6.3. Security staff must be conversant with normal procedures and permits required to enter all the entry points.

- 6.4. Ensure that only drivers and passengers that are in the possession of valid permits access and leave the Department's premises, and should such drivers and passengers be in possession of the Department's property, that a gate permit is available.
- 6.5. Searching of vehicles as specified in the Service Provider's operations procedures which is informed by these Terms of Reference.
- 6.6. Report to the relevant Service Provider's Operations Manager any irregularity noticed at the gate, verbally and in writing.
- 6.7.1. Help drivers to ensure that drivers are informed of available parking, and of those parking areas that are restricted and/or reserved.

## 7. PATROL SERVICES

- 7.1. Patrol of the premises after hours
- 7.2. Inspect all the parked government vehicles and note any problems (damages, scratches).
- 7.3. Patrol hourly, unless if the security level has been increased to level one (every 30 minutes & level two (every 15 minutes) as per the Minimum Physical Security Standards and the Minimum Information Security Standards.
- 7.4. Complete Occurrence Book ("OB") hourly before & after patrol, which shall record all incidents that occurred during the patrol in question.
- 7.4. Complete the patrol and perform all duties as specified in the Service Provider's procedures (which shall be in line with the Department's procedures) manual including inspection of the premises, confronting of all suspicious persons and investigation of suspicious persons and objects, checking validity of permits, etc.
- 7.5. Report all incidents by radio/ cellular phone to the shift controller and in writing, and subsequently to the department.
- 7.6. Report all security breaches to the supervisor who must report to the departmental project manager within the shift.

## 8. PHYSICAL SCOPE OF THIS SPECIFIC CONTRACT

The Department's premises are to be patrolled and secured, including:

- 8.1. Immovable assets
- 8.2. Movable assets
- 8.3. Cars and car parks
- 8.4. The Department's staff on duty and any visitors on the premises.

## 9. GUARD SERVICES

- 9.1. This service relates to the guarding of assets / property in accordance with standard practices and procedures in the security industry and the department's policy.

92. All accommodation, facilities and services supplied to the service provider by the Department shall be operated and maintained by the Service Provider to the satisfaction of the Department.

#### **10.LIABILITY ON THE EQUIPMENT PROVIDED BY THE SERVICE PROVIDER AND DEPARTMENTAL EQUIPEMENT LOST/STOLEN OR DAMAGED.**

- 10.1. The Department shall not be liable for any loss or damage to equipment supplied by the service provider due to theft, vandalism or whatever reason and any such equipment lost or damaged shall be replaced by the service provider at his/her own cost.
- 10.2 In the event that the property of the department is stolen, broken, damaged or lost under the guard of the service provider, the service provider will be liable to settle the costs of such a loss or damage.

#### **11.GENERAL REQUIREMENTS WITH REGARD TO SECURITY STAFF UPON SIGNING OF THE CONTRACT.**

- 11.1 All security staff are and shall always remain employees of the service provider. The service provider shall be responsible for any liabilities which Department may incur as a result of such security staff being viewed as employees of the Department, as opposed to employees of the service provider and the service provider indemnifies the Department in respect of any such liabilities and undertakes to make any such payments which may arise out of law or damages and which the Department is required to make as a result of the employment of any security staff member by the service provider.
- 11.2 All security staff shall be properly trained and accredited in accordance with PSIRA requirements and equipped for their duties and shall be security cleared by the S.A. Police Services and State Security Agency (SSA). The Department reserves its right to carryout ad hoc inspection to assess compliance with this requirement.
- 11.3 All security staff shall be provided with uniforms and equipment necessary for the performance of their duties.
- 11.4 The service provider undertakes to employ only such persons for the performance of the services in connection with the project on the premises as the Department may approve in writing.
- 11.5 If the Department at any time is of the opinion that any of the service provider's employees connected with the performance of the functions and/or duties in terms of the contract should, for any reason not be connected with the performance of such functions or duties, the Department shall be entitled to require the service provider forthwith to withdraw any such employee from any such function or duty and/or forthwith to withdraw such employee from the provision of any service to the Department.
- 11.6 In such an event, the service provider shall forthwith comply with such request and shall not on account of such request be entitled to claim any loss or damages from the department.
- 11.7 Furthermore, if the department requires any information regarding the Service Provider's security staff connected with the provision of the services in terms of the contract, the

Service Provider shall without delay furnish the Department with all requested information upon request.

- 11.8 The service provider shall appoint security staff capable of communicating at least in English.
- 11.9 All security staff must be able to communicate in English and the Department shall be entitled to require the Service Provider forthwith to withdraw any security staff from the relevant duty if such a security staff member does not, in the opinion of the Department, comply with a reasonable linguistic standard.
- 11.10 The Department reserves the right to terminate the contract whenever there is a relocation and/or closing of any departmental offices on the day of relocation to the Department's new buildings provided that the Department shall provide the service provider with 30 days' notice to that effect.

## **12. SUPERVISORS AND SECURITY GUARDS**

### **12.1. Supervisors**

The security staff employed by the Service Provider at the premises shall satisfy the following conditions:

- a) Supervisors shall be trained to at least Standard Ten (Std. 10/Grade 12) levels.
- b) Supervisors shall have a good understanding and the relevant experience in their post descriptions and duties.
- c) Supervisors shall always be capable of leading/controlling and supervising their subordinates.
- d) Supervisors shall be able to communicate, read and write at least in English.
- e) Supervisors should have at least Grade B Psira certificate.
- f) Supervisor must be on site to monitor the security officers and see to it that the services are rendered as per the contract.
- g) A minimum three (3) years supervisory experience in security environment.

### **12.2. Security Staff**

- a) Security guards shall be trained to at least Standard eight (Std. 8/Grade 10) and be Grade C PSIRA certificate.
- b) Security guards shall be able to communicate, read and write at least in English.
- c) Security guards may not be younger than 18 years of age.

## **13. GENERAL PROVISIONS FOR SUPERVISORS AND SECURITY GUARDS**

- 13.1. Supervisors and security guards shall have undergone and approved to be competent in a formal security training approved by PSIRA.
- 13.2. At all times supervisors and security guards shall present an acceptable image/appearance which implies, inter alia, that they may not publicly sit, lounge about, smoke, eat or drink while attending to people on the premises.
- 13.3. Supervisors and security guards shall at all times present a dedicated attitude/approach to security, which attitude/approach shall imply, inter alia, that there shall be no unnecessary arguments with visitors/staff or discourteous behavior towards such visitors/staff.

- 13.4. Supervisors and security guards shall be mentally and physically healthy and medically fit for the execution of their duties.
- 13.5. Supervisors and security guards shall be registered as security officers/guards, as required by Private Security Industry Regulatory Act, Act 57 of 2001.
- 13.6. Supervisors and security guards shall sign an undertaking in which they declare that they will refrain from any unethical and illegal action which might be to the detriment of the Department.
- 13.7. Security officers must always act in a professional manner and refrain from befriending visitors and staff members, request and access departmental information in an illegal manner.
- 13.8. Supervisors and security guards are prohibited from reading office documents or rummaging through records without permission from the designated official.
- 13.9. No unauthorized information concerning the Department's activities may be furnished to the public or news media by the Service Provider or its employees.
- 13.10. The Department reserves the right to ascertain from the S.A. Police Services & SSA whether security staffs in his/her service possess clearances, and to ascertain from the PSIRA whether the security staff are registered with PSIRA.
- 13.11. The Department reserves the right to conduct ad hoc inspections to assess compliance with all the provisions of the contract.

#### 14. SECURITY STAFF ON THE PREMISES - UNIFORM AND EQUIPMENT

1. The service provider shall ensure that each of its security staff members will always when on duty be fully equipped in respect of, but not limited to:
    - a) A neat and clearly identifiable uniform from the service provider which uniform will include:
      - Three shirts
      - Two trousers.
      - One pair of shoes (genuine leather).
      - Jersey
      - Raincoat
      - Bomber Jacket.
    - b) A clear identification card from the service provider with the security staff member's photo, identification and PSIRA numbers on it, always worn conspicuously on his/her person.
    - c) The following service aids are to be worn on the body or always carried on hand of each security staff member when on doing patrols:  
Baton, Handcuffs, Pepper spray, Whistle, Pocket book, Pen, Torch (at night & with working batteries) and two-way radio.
- NB.** One set of above uniform every 12 months starting on the first month of commencement of the contract.

## 15. GENERAL REQUIREMENTS

- 15.1 The service provider and all security staff members must at all times have a positive record with PSIRA registrations and regulations as it will undergo that verification & vetting by State Security Agency before its appointment, and periodically during the term of the contract. Failure to obtain security clearance will automatically disqualify the prospective service provider and discharge if appointed. Consent to such verification and vetting MUST be granted by all prospective service providers as a condition of acceptance to bid.
- 15.2. The service provider shall adhere to NBCPSS requirements, in relation to sector wage determination (as per designated areas), verification of quotes against NBCPSS contracting rate per security staff member per month.
- 15.3. All directors of all prospective service providers must have positive security clearance through screening process by State Security Agency (SSA)
- 15.4. Inspection of security control center shall be undertaken by the Department's authorized personnel before the awarding of any tender.
- 15.5. Penalties are applicable in the case where there is non- compliance to the contract.
- 15.6. The service provider shall maintain at its headquarters, proper staff files of all security staff in its service that are providing the services to the Department's and such staff files shall be available for inspections by Department upon request during the term of the contract. Such staff files shall include inter-alia, qualifications, registration and medical certificates and security clearances for each security staff member providing the services to the Department.
- 15.7. The service provider shall implement an approved control system such as a clock card/attendance register to always provide physical evidence of the presence of security staff members at the premises. Data sheets shall be supplied to the Department's representative at the Department's request and shall be submitted with payment certificates.
- 15.8. All security staff members shall be fully conversant with emergency plans and procedures on premises and shall give their full support to the Department in the event of an emergency.
- 15.9. Security staff members shall not work for more than one 12-hour shift every 24 hours; this determines the number of security officers that should be hired per site for the 12-hour shift.
- 15.10 Each security officer cannot work more than 48 hours a week unless there is an overtime that has been agreed to by the employer and the employee.
- 15.11. The service provider shall always provide the necessary supervision on the premises. This shall include a duly appointed supervisor for specific functions.
- 15.12. All prospective service providers shall include schematic diagrams of their command and control structure in their bids.
- 15.13. The service provider shall always have detailed procedure manuals for all security functions available. Procedure manuals shall be submitted for the approval of the Department at the start of the contract. Approval of the procedure manuals will not relieve the service provider from any of its obligations under the contract. Should the Department discover any deficiencies in the procedure's manuals after its approval of such procedure manuals, the Department may order the service provider to amend the procedure cure manuals to its satisfaction at the cost of the Service Provider.

- 15.14. The service provider must establish communication linkage with the police by means agreed upon between the Department and the service provider.
- 15.15. The Department shall be entitled to terminate the contract should it transpire that the service provider is, or ever has been wound up, whether provisionally or finally and whether compulsory or voluntarily or initiates or commences business rescue proceedings.

## **16. TRAINING OF SECURITY STAFF**

- 16.1. The service provider shall provide the necessary training programs including initial and refresher courses to ensure that all security staff possess, at all times, the necessary expertise to execute their functions in accordance with the specifications required by the Department.
- 16.2. Upon signing of Service Level Agreement, the Service Provider shall submit full particulars, including ID copies and proof of training, of all security staff employed on the premises and shall not remove such security staff members from the project or employ new security staff members on the premises without the written approval of the Department.
- 16.3. New security staff members must be mentored by existing security staff members to allow for a proper induction phase.
- 16.4. The service provider is responsible for the training of his staff at the Centre in respect of the application of the guidelines of the emergency plan, which shall be provided to him/her by the Department's Emergency coordinator, as advised by the Department from time to time.
- 16.5. Should any security staff member of the service provider not perform his/her duties to the satisfaction of the Department, the service provider shall, following notice by the Department, forthwith remove such security staff member from the premises and replace him/her with an alternative competent staff member as approved by the Department.
- 16.6. The Department may perform any tests, as it considers necessary from time to time to ensure that the services being provided by the service provider are acceptable in terms of the contract. The Department or its authorized representative will however not act as a supervisor and any such tests or absence thereof, shall not relieve the service provider of its responsibilities under the contract.
- 16.7. All the security officers of the company must be trained on sign language on the first three months of the contract.

## **17. SUPPLY AND MAINTENANCE OF EQUIPMENT**

- 17.1. All equipment including but not limited to hand held metal detectors, extend-eye mirrors, radios and other communication equipment, vehicles, and any other equipment necessary to execute the contract to the satisfaction of the Department shall be supplied and maintained by the Service Provider to the satisfaction of the Department and in accordance with the requirements of Minimum Physical Security Standards (MPSS), and any other relevant standards.

## 18. STAND-BY SUPPORT DUTIES (PREMISES):

- 18.1. Security Control Centre
- 18.2. The Service Provider must maintain a fully equipped and furnished security control center / Room that operates 24 hours a day and seven days a week with a security control center that is accessible by to sites through radio or cell phone.
- 18.3. The security control center must be in radio contact with security staff at the premises.
- 18.4. The security control center shall be manned at all times.
- 18.5. Security staff must report to the security control center hourly and the operator in the security control center must call security staff members on duty hourly for incident reporting.
- 18.6. A standby vehicle to react to emergencies, supported by security staff members of roaming patrol is required. Instructions are to be issued from the premises/ security control center and the security staff within the required reaction unit on duty are to respond in terms of the required and lawful action. The deployment of the reaction unit shall be at the cost of the service provider.
- 18.7. Security officers on site must be inspected at least once (x1) per shift by the delegated supervisor.
- 18.8. In the event of a problem/crisis occurring at the site, the service provider, must deploy his/her reaction unit to assist; at own cost and notify the client immediately.
- 18.9. The service provider must report any breach of security immediately to the representative of the department within the security unit of the department.

## 19. REGISTERS

**NB:** The list of registers below and security equipment should always be available on the premises when the Department security management visits the premises for in loco inspections anytime. At the end of the contract the registers are to be handed over to the department since they contain the departmental information.

### 19.1. Occurrence Book (OB).

- 19.1.1. The purpose of the OB is to give an overall picture of activities within the premises and to record all incidents. Departmental Inspectors and/or Service Provider inspectors must also record their visits in this register.
- 19.1.2. The Service Provider's security staff on duty shall make the following entries in the OB;
  - 19.1.2.1. all listed routine procedures such as patrols undertaken, handing over of shifts (all security staff members' names and signatures must appear), incidents that are not normal. Entries must be made clearly legible, in blue/black ink; however, an incident must be made in red ink.
  - 19.1.2.2. All occurrences, however slight or unusual, shall be recorded with reference made to the accompanying equipment and aids. In this correct time and relevant actions taken.
  - 19.1.2.3. All security staff activities, especially deviations in respect of the duty list, specifying particulars of the staff and relevant times shall be recorded.
  - 19.1.2.4. All security officers must endorse the OB as per their patrol reports

- 19.1.2.5. The issuing and/or receipt of keys, specifying the time and by whom they were received
- 19.1.2.6. The unlocking or locking of doors or gates, specifying the time and by whom they were locked or unlocked.
- 19.1.2.7. The handing over of shifts, mentioning all names of all shift security staff and the case, security staff taking over as well as security staff handing over shall sign the entry/entries.
- 19.1.2.8. After the taking over of shifts, the supervisor shall make an entry declaring that he / she has read the OB in order to acquaint himself/herself with events that occurred during the previous shift.

**Note no 1:** Under no circumstances may an entry in the OB be erased, painted out with correction fluid or totally deleted. Entries shall only be crossed out by a single line and initialed on the side by the person making such a deletion. The Service Provider shall submit the completed (full) OBs, to the Department for storage.

**Note no 2:** Misrepresentation (e.g. to endorse the OB for someone else by faking his / her hand writing, to complete the OB up to the last hour at once/ updating entries in the OB book with faked numbers that are not corresponding with the control OB entry number), shall result in the Department instructing the Service Provider to remove the relevant security staff members.

## **19.2. Pedestrian Register/Admission Control Forms (Where applicable).**

This register/form shall be correctly and legibly completed by the security guard/officer on duty and shall make provision for the following:

- a) Date and time of visit.
- b) Admission and exit times of the visitor to and from the premises.
- c) Surname and initials of the visitor.
- d) Home or work address of the visitor.
- e) Official Identity/Passport Number of visitors.
- f) Name of person to be visited.
- g) Purpose of visit.
- h) Brand, Centre and number of firearms in visitor's possession (if any).
- i) Signature of the visitor.

## **19.3. Vehicle Register/Forms (Where applicable)**

This register/form shall be correctly and legibly completed by the security guard/officer on duty and shall make provision or the following:

- a) Date of visit.
- b) Admission and exit time of visitor/vehicle to and from the premises.
- c) Surname and initials of driver.
- d) Home or work address of the driver.
- e) Registration number of the vehicle.
- f) Name of person to be visited.
- g) Purpose of visit.
- h) Number of passengers.

- i) Brand, Centre and number of firearm(s) in the vehicle (if any).
  - j) Signature of driver.
- Security staff are to check that all relevant details are completed and must also sign each entry.

#### **19.4. Prescribed Register/Forms**

The purpose of the prescribed register/forms is to execute effective checking and control at the premises in respect of Department property. The completion and keeping of a prescribed register/form at the premises may be required from the Service Provider by the Department's sub-directorate of security administration.

#### **19.5. Additional Prescribed Registers/Forms specific to the contract.**

- a) Gate Permits –all personnel removing any items from the premises must be in possession of a gate permit from Stores or Workshop indicating that he/she has permission to remove the items from the premises. Gate permits from the previous day are to be handed in at the Departmental office before 08h00 the following day.
- b) Vehicle Inspection Form – To be completed by the night shift security staff for all vehicles on the premises. The dayshift security staff should check vehicles when taking over from night shift. Forms from the previous day are to be handed in at the Departmental office before 08h00 the following day.
- c) Checklist for Vehicles and Equipment around the Premises - To be completed by the night shift security staff for all vehicles and equipment on the premises. The dayshift security staff should check vehicles and equipment when taking over from nightshift. Forms from the previous day are to be handed in at the Departmental office before 08h00 the following day.
- d) Storage of Pedestrian and Vehicle Register Forms- the Service Provider shall store the completed full pedestrian and vehicle register forms for a period of twelve months. After twelve months these documents must be given to the Department for archiving.

#### **19.6. Notebook (pocketbook).**

- a) The purpose of the notebook is to note down all incidents occurring, or observations made by a security staff member during a turn of duty / when on patrol, for later reference and recording in the OB.
- b) During their turns of duty all security staff members must be always in possession of a notebook on their person.
- c) The following information shall be noted down in the notebooks: All occurrences/events however, slight or unusual, referring to the following;
  - Reporting on and off duty.
  - Time of incident.
  - Extent of incident.
- d) Follow up actions taken in respect of all incidents.

- e) All relevant information noted down in each security staff member's notebook shall immediately or directly after return from a patrol, be copied into the OB by the relevant security staff member.
- f) The Service Provider shall store the completed (full) notebooks for the duration of the contract.

## **19.7. Duty List**

- 19.7.1 The purpose of the duty list is to serve as proof, at all reasonable times that all security staff who should be on duty per shift, are indeed on duty.
- 19.7.2 Daily, weekly or monthly duty lists of all security staff on duty, as required in the contract shall be drawn up by the service provider and kept in the security control office of each security control center where such service is rendered.
- 19.7.3 Any change to the duty list shall be crossed out by a single line, signed, dated and noted in the occurrence book.

## **19.8. Duty Sheet**

- 19.8.1 The purpose of a duty sheet is to ensure that all security staff on duty is familiar with the duties as required in the contract.
- 19.8.2 The Service Provider shall have available, at the premises, a fully expounded duty sheet per duty point.
- 19.8.3 All security staff members must understand the procedure manual and the duty sheet, and sign the duty sheet under their respective names.

## **19.9. Permission to use Departmental property**

- 19.9.1 The Service Provider shall request permission for the utilization of the following Departmental property, free of charge:
- 19.9.2 Reception counter.
- 19.9.3 Main pedestrian entrance;
- 19.9.4 Vehicle entrance;
- 19.9.5 Guard Hut (where available), and
- 19.9.6 Toilet Facilities
- 19.9.7 Water facilities

## **19.10 Prohibited Item Register**

A "prohibited items register" outlines items that are not allowed in the building, often due to safety, security, or legal reasons.

- **Explosives and Fireworks:** Including firearms, ammunition, and pyrotechnics.
- **Flammable Materials:** Such as certain liquids, solids, and gases.
- **Corrosive Substances:** Acids, alkalis, and wet cell batteries.
- **Poisonous and Infectious Substances:**
- **Narcotics and Drugs:** Illicit substances and certain prescription medications.
- **Weapons:** Including knives, razor blades, and certain tools.
- **Tobacco Product**

## **19.11. Quarterly meetings**

19.11.1. The purpose of the quarterly meeting is to discuss service quality and compliance issues in terms of the Service Level Agreement and/or the contract. This meeting must take place within the first week of the new month so that outputs can be determined and agreed to between the Department and the Service Provider. This meeting will deal with all operational issues and resolutions that could not be resolved in the course of the previous quarter. Communication protocols and postings must be established at this level. The composition of the provincial quarterly meeting shall be with the designated Departmental employees.

Minutes must be taken, by the Departmental representative and a copy of the respective meetings minutes be sent to the Service provider following each quarterly meeting. Confirmation of the minutes shall be done by both parties subsequently

The following should also be addressed during the quarterly meeting:

- a) Table the quarterly report (based on premises/office daily contacts);
- b) Discuss and assess the Service Provider's performance for the preceding quarter;
- c) Table the monthly control sheet specific to that premises/office(s), (Control of Security Service).
- d) Table any security related reports and/or notices which may be relevant and/or required;
- e) The service provider must be provided with a consolidated set of minutes for that month.
- f) Signing of invoice for payment approval.

## **20. OCCUPATIONAL HEALTH AND SAFETY**

In this clause the term "Act" shall mean the Occupational Health & Safety Act, No. 85 of 1993, as amended from time to time, (including any act which may take its place should it be repealed during the currency of the contract between the Department and the Service Provider) as read with all regulations and standards promulgated in terms of the former Machinery and Occupational Act, No 6 of 1983, as amended, and all regulations & standards promulgated in terms of the Occupational Health & Safety Act from time to time;

20.1. The Service Provider: -

- a) acknowledges that it is fully aware of the terms and conditions as prescribed in the Act;
- b) acknowledges that it is the employer of all security staff and as such there are duties and responsibilities incumbent on the service provider to ensure that all of the services shall be performed and all equipment shall be used in accordance with the provisions of the OHS Act,
- c) accepts accountability for its employees, being the security staff, and any sub-contractors, if applicable,
- d) agrees to comply with all rules and regulations implemented by or on behalf of the Department relating to health and safety and will inform the Department immediately

- should the Service Provider for any reason be unable to comply with the provisions of the Act and such rules and regulations especially for Covid-19 pandemic.
- 20.2. The Service Provider shall appoint a duly authorized representative to ensure the discharge of its duties in terms of Section 16(1) and (2) of the Act for the term of the contract, which appointment the Department shall be entitled to approve.
- 20.3. The parties acknowledge and agree that the contract shall constitute an agreement as contemplated in Section 37(2) of the Act.

## 21. SERVICE LEVEL AGREEMENT

It is recorded that the appointment of the Service Provider shall be subject to the conclusion of a Service Level Agreement to document all additional quality requirements and standards relating to the services being provided under the contract together with performance measurement provisions.

## 22. PROPOSED METHODOLOGY AND APPROACH

The service provider will submit a work plan that gives a detailed approach in the execution of the security services to the department. In the plan an indication of compliance with the terms of reference and applicable legislation must be addressed.

## 23. BID PROCESS: PRE-QUALIFICATION

The bid process will include a pre-qualification stage where the functionality / quality of bids will be assessed. All bidders or service providers will provide a list of three (3) references who can be contacted to provide an assessment of the Service Provider's ability and / or performance on similar previous assignments. References cited must have knowledge of the Service Provider's work in all the elements for meaningful comparisons to be made. **Shortlisted bidders / service providers may be expected to make a presentation where they will demonstrate similar previous work**

**The elements that will be considered for determining quality/functionality are:**

QUALITY / FUNCTIONALITY	Score out of 5	WEIGHT/100
<b>Relevant company experience</b> (attach proof of completed projects in a form of reference letter from previous or current employer, the letter must state the duration and amount with contactable reference in an employer's letterhead. <ul style="list-style-type: none"> <li>The information should be given in the format as in table one.</li> </ul>		30

The company demonstrates no experience and no proof of having provided security services of a similar nature as listed above.	0	
The company demonstrates less than 24 months of security services rendered/provided as listed above or can only provide proof for less than 24 months of security services as listed above.	1	
The company demonstrates proof for 24 months to 35 months of successful security service provision and signed letters with contactable references are attached for all the projects listed.	3	
The company demonstrates proof of more than 36 months of successful security service provision and signed letters with contactable references are attached for all the projects listed.	5	
<b>Methodology must address the following elements:</b>  Operational Plan on site/ project plan  1.1. Guards posting and work procedure manual/standard operation procedure. 1.2. Emergency plan to address security breach incidents, indicate the procedure in involving the relevant institutions (law enforcement, fire department, ambulance). 1.3. Communication / monthly reporting and meetings 1.4. Contingency planning (labour unrest / strikes by either both the company employees or departmental employees).  1.4 Security Equipment to be used in line with the Specification (hand cuffs, tonfas, two-way radios, registers, handheld metal detectors, pepper spray, movable safe, and Torches). 1.5 Must show understanding of legislation that governs this environment of security provision, employment relations and benefits. (Psira, Department of Labour and NBCPSS).		30
The methodology is not detailed as per the elements above	0	
The methodology is comprehensive and is covering all the elements with demonstration of understanding of the function.	5	
<b>The qualifications and supervisors' experience to be utilised for this project:</b> <ul style="list-style-type: none"> <li><b>Supervisor</b> (Attach CV, certified copies for Grade 12, and Grade B PSIRA certificate.</li> </ul>		20
Grade B PSIRA Certificate together with Grade 12 Certificate and three years' but less than five years' experience.	2	

Grade B PSIRA Certificate together with grade 12 certificate and Five years and above experience.	5	
<b>Control Centre /Operations Room.</b> Confirmation of the availability of the control room within contactable radius from DEDEAT relevant office and head office (Attached letter of confirmation with the physical address where office is based and can be inspected, Attach proof of municipality water account under your company name). Attach supporting documents confirming that control room can operate 24 hours.		20
Does not meet any of the requirements for the control room	0	
Meet all the requirements of the control room	5	

Bidders will be evaluated on a 5-point scale where 0 = Weak, 3 = Average, 5 = Good. Bidders will be required to obtain at least **70% (70/100)** to qualify for the final evaluation stage. A bidder that scores less than 70 points out of 100 points in respect of functionality will be regarded as submitting a non-responsive proposal and will not be considered further.

#### 24. MANDATORY REQUIREMENTS FOR ALL BIDS

- Resolution authorising a person to sign the bid documents.
- CSD Summary report
- Certified Copy of PSIRA Certificate of the company as proof that the company is registered with security regulator as a security service provider.
- Valid Letter of good standing from Private Security Industry Regulatory Authority (PSIRA) (Not older than two months).
- Certified Copy of PSIRA Certificate(s) of all members/Directors/Owners registered as grade A/B security officers.
- COIDA Letter / certificate or Tender Letter from Department of Labour. Unemployment Insurance Fund (U.I.F.) Tender Letter of good standing or Letter for tender purposes or Proof of registration) (Attach Certified Copy obtainable from the Department of Labour)
- Attended a compulsory briefing session.
- Letter of good standing from the bank (that will show that the company can obtain a loan when necessary).

#### 25. BID PROCESS: POST-QUALIFICATION

In terms of the revised Preferential Procurement Regulations 2022, the Department will utilize the following specific goals as required by section 2(1) (d) of the Preferential Procurement Policy Framework Act:

- (a) Historical Disadvantaged Individuals (HDI): see details below:

To enforce the implementation of RDP goals and to ensure local economic development for procurement above, the Department of Economic Development, Environmental affairs and Tourism shall allocate preference points to any of the following categories:

- HDI black people
- HDI youth
- HDI women
- HDI with disabilities
- HDI living in rural underdeveloped areas or township
- HDI living in Eastern Cape province
- A co-operative or non-profit organization which is at least 51% owned by black people.
- HDI who are Military veterans

Bids shall be evaluated on 80/20 principle. Preference points will be allocated as per below table

Specific Goals	Allocation of points
HDI black people	5
HDI women	5
HDI youth	5
HDI living in the Eastern Cape Province	5

## 26. PERFORMANCE MONITORING

The prospective supplier must assign a project leader for this project. The project leader must report to the representatives of the department about the execution of the terms of reference set out in this bid document. The project leader must submit security site reports monthly to the representative of the department in Bhisho. Quarterly meetings must be held and adhoc meetings where necessary between the departmental representatives (Bhisho) and the supplier to discuss all issues of concern identified during the month. The department will also monitor the performance of the service provider through quarterly in-loco inspections or any frequency determined by the department.

## 27. CONDITIONS OF THE BID

The service provider should provide in so far as possible the following:

- a. Services rendered outside the scope of this project without the prior approval of the DEDEAT Programme Manager will not be reimbursed.
- b. If the bidders are a joint venture between BEE firm and a non-BEE firm, detail of how the work will be split between the firms should be clear such that DEDEAT can audit the actual work allocation during the delivery to enforce the transfer of skills between the firms. The percentage involvement of each company in the joint venture should also be indicated and all members of the joint venture should sign the contract

and are jointly and severally liable for the entire assignment. A joint venture agreement must be attached. A disclosure of all the service providers' shareholders MUST be attached to the bid.

- c. Should a prospective service provider/consortium choose to work in a consortium with others, DEDEAT will confine its contractual dealings with the primary service provider/consortium
- d. All Project Team Members / bidders must provide a list of three (3) references who can be contacted to provide an assessment of the Project Team Members who will be working on this project as well as Service Provider's ability and /or performance on similar previous assignments.
- e. References cited must have knowledge of the Project Team Members /Service Provider's work in all the elements for meaningful comparisons to be made. If the references cited are unable to give meaningful assessments of the Project Team Members /Service Provider's previous work then the scores will reflect this.
- f. Curriculum Vitae's of the Project Team members MUST be attached to the proposal document.
- g. The bidder will be monitored for compliance with all applicable legislation inclusive of Psira regulations and labour laws that deal with employee benefits such as UIF, Provident Fund and minimum wage tariffs as per security industry determination and a proof of compliance will be submitted when requested by DEDEAT.
- h. Bidders rates should not exceed those prescribed by the office of the Auditor-General (AGSA) or Department of Public Service and Administration (DPSA).
- i. DEDEAT reserves the right to invite shortlisted companies to conduct presentation of their bid proposals for final decision.
- j. The tender will be awarded subject to a legally enforceable contract being entered into between the preferred bidder and DEDEAT, which will impose material terms and conditions of the contract applicable to the parties in rendering the intended services.
- k. DEDEAT is not bound to select any of the firms submitting proposals. DEDEAT reserves the right not to award the contract to the lowest bidding price as well as to renegotiate the bid of the preferred applicant.
- l. DEDEAT will not be held responsible for any costs incurred by the bidder in the preparation and submission of the bid and DEDEAT reserves its right to terminate the contract at such earlier time as it may decide suitable.
- m. The service provider must be cleared by the National Treasury as per section 28 of the Prevention and combating of corrupt activities act, (act 12 of 2004) and the department will implement the law, especially section 28(3)(iii).
- n. Bidders must comply with all procurement conditions of the department, including the provision of valid tax clearance certificates.
- o. Preferential Procurement Policy Framework Act (PPPFA) principles shall apply; submissions will be evaluated according to the provisions of that Act.

- p. The service provider will undergo vetting by the State Security Agency and may be disqualified or discharged if appointed, if it does not meet the security level required (see the Service Level Agreement).
- q. Report any known or suspected corruption involving the state to 0800 701 701 as is also required in terms of section 34 of the Prevention and combating of corrupt activities act, (act 12 of 2004).
- r. The service provider contracted will provide monthly reports in relation to the wages and other benefits of its employees.
- s. The service provider will provide proof that all the legislated deductions such as UIF, Provident Fund and medical aid, etc are being deducted from the wages of employees and paid to the relevant competent authority.
- t. The hourly rate provided for by National Bargaining Council for Private Security Sector (NBCPSS) is to calculate only overtime or deductions as per the work performance of the individual employee, this is clearly defined in clause 4(1)(a)(i) when it should be utilised.
- u. The service provider must pay all of its employees for the duration of this contract the minimum wage as stipulated in the relevant specific table for that period, for a specific area as stipulated by the collective agreement as signed by the Minister.
- v. The department reserves the right to monitor all and any provision of this contract for compliance by the service provider.
- w. This contract may not be used to recruit employees for business gains of the service provider to the detriment of the security officers (e.g. forcing employees to change from their current banks, etc).
- x. The service provider will provide the department with the payment date of all its employees, which should be standard across the company for all its employees.
- y. When there is contradiction between the NBCPSS provisions and the service provider's policy the NBCPSS provisions will take precedence.
- z. When there is contradiction between the provisions of these Terms of Reference and the service provider's policy the provision of these Terms of Reference takes precedence.
- aa. The service provider will give preference to and absorb all the security officers which are serving on the site as they were in the previous contract.

## 28. VALIDITY PERIOD

Proposals are expected to remain valid for 90 days from submission.

## 29. CONTRACT PERIOD

The contract period will be a maximum of 36 months.

### 30. SUBMISSION OF PROPOSALS

Only bids by those entities that are registered on the DEDEAT Supplier database will be considered, you are requested to submit a costed proposal for delivering the specified services on behalf of DEDEAT. One original and two photocopies of the completed proposal shall be placed in a sealed envelope clearly marked: "PHYSICAL SECURITY SERVICES PROVISION" and deposited in the Bid Box located at Department of **Economic Development, Environmental Affairs and Tourism, Cnr of Independence Avenue and Siwane Avenue; Second Floor Chungwa Building, Bisho.**

The closing date is .....of .....2025 and time is .....11 A.M..... for the receipt of completed proposals is as advertised in the call for proposals. Late proposals will not be considered. Telegraphic, telexed, facsimiled or e-mailed submissions will not be considered.

### 31. RETURNABLE DOCUMENTS

DOCUMENTS	CONDITIONS
A company registration certificate	Copy must be certified by a commissioner of oaths
A Company Intellectual Property Commission (CIPC)	Copy must be certified by a commissioner of oaths
BBBEE certificate	Copy must be certified by a commissioner of oaths
Resolution authorizing a particular person to sign the bid documents	
SBD 1 ( invitation to bid)	
SBD3.3 ( pricing schedule)	
SBD4 (declaration of interest)	
SBD6.1 (preference points claim form in terms of Preferential Procurement regulations 2017	
SBD8 (declaration of bidder's past SCM practices)	
SBD9 (certificate of independent bid determination)	
Proof of CSD	
Proof of logis number	



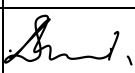



For bid enquiries contact:

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### 32. APPROVAL OF TERMS OF REFERENCE

Name	Mr S. Mabongo	Mr Tyronne Boucher	Mrs. L. Daniels	Ms. K. Mayile	Mrs: Sibongile Jongile	Ms. Mickey Mama
Position	Manager: Security and Work Environment	GM: Corporate Services	Bid Spec Committee Chairperson	Senior Manager: SCM	Chief Financial Officer	Head of Department
Action	Compiler / developer	Supported / not supported	Supported / not supported	Supported / not supported	Supported / not supported	Approved / not approved
Comments		Supported	Supported	Supported	supported	Approved
Signature					 <small>Sibongile Jongile (May 26, 2025 12:33 GMT+2)</small>	
Date	19/05/2025	19/05/2025	26/05/2025	26/05/2025	26/05/2025	30/05/2025












# Security ToR 26-27 (002) Amathole

Final Audit Report

2025-05-30

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