



employment & labour

Department:
Employment and Labour
REPUBLIC OF SOUTH AFRICA

BID NUMBER(S)
FSDEL01/2023

BID DESCRIPTION
RENDERING OF SECURITY GUARDING SERVICES AT EASTERN CLUSTER,
FOR A PERIOD OF 30 MONTHS

PHYSICAL ADDRESS
64 ST ANDREWS STREET
BLOEMFONTEIN
9300

CLOSING DATE
04 AUGUST 2023

CLOSING TIME
11:00 am

ENQUIRIES
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BID DOCUMENTS MUST BE DELIVERED IN A SEALED ENVELOP, WITH THE FOLLOWING INFORMATION WRITTEN OUTSIDE EACH SIDE OF THE ENVELOP: BID NUMBER, BID DESCRIPTION, BIDDERS NAME AND ADDRESS

LIST OF REQUIREMENTS TO BE SUBMITTED WITH THE BID DOCUMENT

NO	DOCUMENTS	CHECKED (YES/NO)
1.1.	SBD 1 - INVITATION TO BID	
1.2.	SBD 3.1. - PRICE SCHEDULE	
1.3.	SBD 4 - DECLARATION OF INTEREST	
1.4.	SBD 6.1. - PREFERENCE POINTS CLAIM FORM	
1.5.	MINIMUM REQUIREMENTS SECURITY SPECIFICATION	
1.6.	GENERAL CONDITION OF CONTRACT	
1.7.	COMPANY REGISTRATION CERTIFICATES	
1.8.	PSIRA CERTIFICATE IRO COMPANY, OWNER(S) AND/OR DIRECTOR(S)	
1.9.	PRISA PROFILE REFLECTING PRINCIPAL LOCAL ADRESS	
1.10.	CERTIFIED ID COPIES IRO OWNER(S) AND/OR DIRECTOR(S)	
1.11.	COMPLAINCE CERTIFICATE IRO NBCPSS	
1.12.	COMPLIANCE CERTIFICATE IRO UNEMPLOYMENT INSURANCE FUND	
1.13.	LETTER OF GOOD STANDING IRO COMPENSATION FUND	
1.14.	TAX COMPLIANCE STATUS VERIFICATION	
1.15.	BBBEE CERTIFICATE/ SWORN AFFIDAVIT	
1.16.	COMPANY PROFILE	
1.17.	DETAILED CSD REPORT	
1.18.	DETAILED PROJECT EXECUTION PLAN	
1.19.	PROOF OF LIABILITY INSURANCE	
1.20.	PROOF OF PROVIDENT FUND REGISTRATION	
1.21.	BANK GRADING CERTIFICATE	
1.22.	REFERENCE LETTERS IRO WORK EXPERIENCE	
1.23.	ALL PAGES OF THE RETURNABLE DOCUMENTS MUST SIGNED	



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Department:
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REPUBLIC OF SOUTH AFRICA

MINIMUM REQUIREMENTS CONTRACT SECURITY SPECIFICATION

EASTERN CLUSTER

30 MONTHS

2. TERMS OF REFERENCE

2.1. DURATION

- a) The duration of the contract will be for a period of **30 months**, commencing from the date the company begins with the security services on site.
- b) The successful tenderer shall be obliged to sign a service level agreement on commencement of the service.

2.2. CONDITIONS

2.2.1. Tenderers shall provide the following information to the Department of Employment and Labour;

- (i) The names, physical, postal addresses, telephone and fax numbers of their regional and headquarters offices.
- (ii) Names, address, telephone numbers of their banks or other financial institutions that manage their finances and the names of a contact person at each financial institution;
- (iii) Consent that the financial institutions may answer the company financial enquiries and supply statements on request by Department of Employment and Labour.
- (iv) The names, identity numbers and street addresses of all partners, shareholders of their companies and/or members of their partnerships, companies or close corporations respectively and as applicable;
- (v) All Security Officers registered in terms of the Private Security Industry Regulatory Act, 2001 (Act 56 of 2001);
- (vi) In cases where a person, partnership, closed corporation, company or any other undertaking, enters business for the first time, the following information should be provided to Department of Employment and Labour.
 - Names of the persons or institutions that will help in cases of financial crises;
 - Names of the persons or institutions who helped with the calculation of this tender;
- (vii) Consent that all Managing Directors, Shareholders of the company and Site Managers, Supervisors and Security officers assigned to the site will be subjected to pre-screening before they can assume duties with the Department of Employment and Labour;
- (viii) A list of references must be attached;
- (ix) National Senior Certificate
- (x) Security clearances of security personnel when requested by Department of Employment and Labour; and
- (xi) Consent of their employees that they do not object to signing a Declaration of Secrecy.

2.2.2. Prospective tenderer shall visit the site in order to ascertain the extent of the service to be rendered.

3. OPERATIONAL CONDITIONS

3.1. SPECIFICATIONS

ITEM NO	DESCRIPTION	YES	NO	REMARK
2.1.1	The rendering of Security Guarding Services for a period of 36 months, in line with Sectoral Determination 6 of Private Security. Sector. Bethlehem Labour Centre – 37 Louw Street, Bethlehem, 9700			
2.1.2.	Security Personnel			
	Item	Quantity		
2.1.2.1	Security Officers – Grade C unarmed with firearm competency certificate. Day shift (Monday to Sunday, including Public Holidays: 06H00 – 18:00)	03		
2.1.2.2.	Security Officers – Grade C unarmed. Night shift (Monday to Sunday, including Public Holidays: 06H00 – 18:00)	02		
2.1.3..	Security Aids			
	a) Portable hand-held 2 way radios (programmed to contractor's frequency)	03		
	b) Serviceable cellular phone with airtime all the times	01		
	c) Firearms	N/A	N/A	N/A
	d) Rechargeable Torches (10 000 lumens)	03		
	e) Patrol monitoring system with 10 clocking points	01		
	f) Pepper Spray	03		
	g) Batons	03		
	h) Handcuffs	03		
	i) Hand-held metal detector	03		
	j) Pocket books and pens (each security officer)	05		
	k) Occurrence Book (to be provided for the period of contract)	02		
	l) PPE's	05		

ITEM NO	DESCRIPTION	YES	NO	REMARK
2.1.4	The rendering of Security Guarding Services for a period of 36 months, in line with Sectoral Determination 6 of Private Security. Sector. Ficksburg Labour Centre – 28 Voortrekker Street, Ficksburg, 9730			
2.1.5	Security Personnel			
	Item	Quantity		
2.1.5.1	Security Officers – Grade C unarmed with firearm competency certificate. Day shift (Monday to Sunday, including Public Holidays: 06H00 – 18:00)	02		
2.1.5.2.	Security Officers – Grade C unarmed. Night shift (Monday to Sunday, including Public Holidays: 06H00 – 18:00)	02		
2.1.6..	Security Aids			
	a) Portable hand-held 2 way radios (programmed to contractor's frequency)	02		
	b) Serviceable cellular phone with airtime all the times	01		
	c) Firearms	N/A	N/A	N/A
	d) Rechargeable Torches (10 000 lumens)	02		
	e) Patrol monitoring system with 10 clocking points	01		
	f) Pepper Spray	02		
	g) Batons	02		
	h) Handcuffs	02		
	i) Hand-held metal detector	02		
	j) Pocket books and pens (each security officer)	04		
	k) Occurrence Book (to be provided for the period of contract)	02		
	l) PPE's	02		

ITEM NO	DESCRIPTION	YES	NO	REMARK
2.1.7	The rendering of Security Guarding Services for a period of 36 months, in line with Sectoral Determination 6 of Private Security. Sector. Harrismith Labour Centre – 42 Stuart Street, Harrismith, 9880			
2.1.8.	Security Personnel			
	Item	Quantity		
2.1.8.1	Security Officers – Grade C unarmed with firearm competency certificate. Day shift (Monday to Sunday, including Public Holidays: 06H00 – 18:00)	02		
2.1.8.2.	Security Officers – Grade C unarmed. Night shift (Monday to Sunday, including Public Holidays: 06H00 – 18:00)	02		
2.1.9.	Security Aids			
	a) Portable hand-held 2 way radios (programmed to contractor's frequency)	02		
	b) Serviceable cellular phone with airtime all the times	01		
	c) Firearms	N/A	N/A	N/A
	d) Rechargeable Torches (10 000 lumens)	02		
	e) Patrol monitoring system with 10 clocking points	01		
	f) Pepper Spray	02		
	g) Batons	02		
	h) Handcuffs	02		
	i) Hand-held metal detector	02		
	j) Pocket books and pens (each security officer)	04		
	k) Occurrence Book (to be provided for the period of contract)	02		
	l) PPE's	04		

ITEM NO	DESCRIPTION	YES	NO	REMARK
2.1.10	The rendering of Security Guarding Services for a period of 36 months, in line with Sectoral Determination 6 of Private Security. Sector. Phuthaditjhaba Labour Centre – C/O Moropotsane and Lieta Streets, Phuthaditjhaba, 9866			
2.1.11.	Security Personnel			
	Item	Quantity		
2.1.11.1	Security Officers – Grade C unarmed with firearm competency certificate. Day shift (Monday to Sunday, including Public Holidays: 06H00 – 18:00)	03		
2.1.11.2.	Security Officers – Grade C unarmed. Night shift (Monday to Sunday, including Public Holidays: 06H00 – 18:00)	02		
2.1.13..	Security Aids			
	a) Portable hand-held 2 way radios (programmed to contractor's frequency)	03		
	b) Serviceable cellular phone with airtime all the times	01		
	c) Firearms	N/A	N/A	N/A
	d) Rechargeable Torches (10 000 lumens)	02		
	e) Patrol monitoring system with 10 clocking points	01		
	f) Pepper Spray	03		
	g) Batons	03		
	h) Handcuffs	03		
	i) Hand-held metal detector	02		
	j) Pocket books and pens (each security officer)	05		
	k) Occurrence Book (to be provided for the period of contract)	02		
	l) PPE's	05		

3.2. DETAILED REQUIREMENTS

ITEM NO	DESCRIPTION	YES	NO	REMARK
2.2.1.	Private Security Industry Regulatory Authority			
	The organization and directors must be registered in terms of the Private Security Industry Regulatory Act (Act 56 of 2001). <i>As proof thereof, a copy of registration must be attached with the tender.</i>			
	All Security officers employed by the service provider to render service must be registered as Security Officers in terms of The Private Security Industry Regulatory Act (Act 56 of 2001).			
2.2.2.	Supervision of Emergency Assistance			
	The tenderer must have a well-established and equipped (24) hour security control room.			
	The tenderer must furnish details of equipment, etc. which is available in the security control room. NB: The Department holds the right to inspect such control room.			
2.2.3.	National Minimum Wages			
	It is expected that the tenderer shall pay his/her employees at least the minimum monthly basic wage, as prescribed by the law. It is mandatory that an employer must pay his/her employees, Annual bonus, overtime every month as determined by Private Security Sectoral Determination 6: Private Security Sector.			
2.2.4.	Compliance with Labour Laws			
	The tenderer must comply with the National Bargaining Council for the Private Security Sector, Unemployment Insurance Fund Act, Compensation for Occupational Injuries Diseases Act. Non-compliance will result in termination of contract			
2.2.5	Provision Of Personnel In Crisis Situation			
	The tenderer must, in consultation with the Senior Manager: Security Services, or the Security Official delegated from the Department of Employment and Labour, undertake to provide certain and reasonable number of staff as required for the rendering of service at the site during crisis situations.			
2.2.6	Security Service			
	The quality of the service to be rendered, must be in accordance with PSIRA .			
	It is the responsibility of the successful tenderer to see that personnel in his service and especially those employed for the rendering of this service, meet the requirements at all times, which are incorporated in the legislations applicable. Failure to meet any of these requirements will result in the termination of the contract.			
	All possible steps shall be taken by the tenderer to ensure that the intended execution of this agreement takes place. These steps include, inter alia, the following: a) The protection of State officials against injuries, death or any other offences, including offences referred to in Schedule 1 of the Criminal Procedure Act, 1977 (Act 51 of 1977); b) The protection of State property at the intended sites and the protection of said property against theft and vandalism; c) The Protection of Information; and d) The Protection of the business process of the Department against any Interruption.			
	The contractor will be held liable for any damages or loss suffered by the Department of Employment and Labour as a result of the contractors own or his employees negligence or intent, which originated on the site			
	The Department of Employment and Labour shall not be liable for any loss or damage of any nature to any of the contractor's properties or any items kept at the Departmental site.			
2.2.7.	Security Personnel Compliance			
	Security Officers must have obtained a minimum of National Senior Certificate..			
	The Security Officers supplied to render the service, must at least have had (2) two years security experience.			
	Security Officers supplied to render the services must be trained to the standard set by PSIRA and trained in the PSIRA accredited center. The Security Officers must understand and be able to implement the Control of Access to Public Premises and Vehicle Act no 53 of 1985			

ITEM NO	DESCRIPTION	YES	NO	REMARK
	The Department will screen the Security Officers supplied to render the service within (7) seven days after commencement of their respective service and request an immediate replacement should the Security Officer not meet the criteria or perform to the accepted standard.			
2.2.8.	Declaration of Secrecy and Screening			
	All security personnel as well as all personnel and management involved with the Security Services of the Department of Employment and Labour shall at the commencement of this agreement sign an " Oath of Secrecy " declaration and submit the declaration to the Responsible Manager: Security Services in the Department of Employment and Labour .			
	The Supervisor 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 Department and the State in general.			
	The Supervisor and Security Officers are prohibited from reading documents or records in offices or the unnecessary handling thereof. No information concerning the state activities may be furnished to the public or media by the contractor or any of his/her employees			
	All Directors in the Company shall be subjected to the security screening			

3.3. ALL SECURITY PERSONNEL, DIRECTORS AND COMPANY SHALL BE SUBJECTED TO VETTING

ITEM NO	DESCRIPTION	YES	NO	REMARK
2.3.1.	General Requirements for Security Service			
	The following general requirements apply :			
	At all times Security Officers must present an acceptable image and appearance which implies, that they may not sit, lounge about, smoke, eat or drink while attending to employees of the Department and public.			
	The Supervisors and Security Officers must at all times present a professional dedicated attitude. A professional dedicated attitude approach shall imply, inter alia, that there shall be no unnecessary arguments with visitors / staff or discourteous behavior towards them.			
	The Supervisors and Security Officers must be physically healthy and medically fit for the execution of their duties.			
	The Department retains the right to ascertain from the Private Security Industry Regulatory Authority as to whether the Supervisors and Security Officers are in good standing with the Private Security Industry Regulatory Authority.			
	No visitors will be allowed in the guard room, on the premises or in the vicinity of the guard room			
2.3.2.	Uniforms and Identification			
	The contractor shall undertake to ensure that each member of his/her security personnel will at all times when on duty be fully equipped in respect of : a) A neat and clearly identifiable corporate uniform of the company, which will include matching rain coats and overcoats for personnel performing duties outside the building. b) 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. c) Alternatively : The valid identification card issued by the Private Security Industry Regulatory Authority.			
2.3.3.	Records on Security Personnel			
	Tenderers must keep proper files as well as appropriate documents of all security personnel, who are employed for rendering the service to the Department available for inspection by representatives of the Department. The appropriate documents shall include, inter alia, the following; Scholastic, training, registration and medical certificates			

ITEM NO	DESCRIPTION	YES	NO	REMARK
2.3.4.	Registers to be Utilized and Maintained			
	The contractor must ensure that the Occurrence Register, Asset register and Access Control Register / Forms, are available on the site, is utilized and maintained as required :			
	(a) <u>Occurrence Register</u> - The purpose of this register is to keep record of all incidents, occurrences, or observations made by the Security Officer's whilst on duty for later reference.			
	Compulsory Entries: All listed routine procedures such as patrols undertaken, handing over of shifts, etc., the procedures followed, by whom and the time of commencement. These entries must all be made clearly legible, in black ink.			
	All occurrence/events however important, slight or unusual, with reference to the correct time and relevant actions taken must be noted in a clearly legible black ink.			
	All security personnel activities - especially deviations in respect of the duty list - indicating particulars of the personnel and relevant times.			
	The issue and/or receipt of keys, indicating the time and by whom they were received and delivered.			
	The unlocking/locking of doors/gates, indicating the time and by whom they were locked/unlocked			
	The handing over of shifts, mentioning all names of all shift personnel and accompanying equipment and aids. In this case personnel taking over as well as personnel handing-over must sign the entries.			
	Occurrence register - Read : After handing-over of the shifts, the personnel who has come on shift must make an entry that he / she has read the occurrence register in order to acquaint himself / herself with events that occurred during the previous shift.			
	All shifts by Supervisors and Management: These entries must be done in legible red ink.			
	Officials of the Department shall pass on in writing, all additional requests in respect of the rendering of the service.			
	Under no circumstances may an entry in the occurrence register be erased, painted out with correction fluid or totally deleted. It shall only be crossed out by a single line and initialed at the side.			
	b) <u>Shift Rosters</u> - Purpose: The purpose of the shift roster is to serve as proof, at all reasonable times, that all personnel who should be on duty per shift, are indeed on duty.			
	Drawing up a shift roster: Daily, weekly, monthly shift roster of all security personnel must be drawn up by the contractor and kept on site where the service is rendered.			
	Changes to the shift roster: Any changes to the shift roster shall be crossed out by a single line, initialed, dated and noted in the occurrence register.			
	<u>Duty sheet</u> - The purpose of the duty sheet is to ensure that all security personnel on duty are familiar with their duties as required for the contract.			
	The contractor must have a fully expounded duty sheet available at each duty point of the site.			
	<u>Two-way radios and cellular phone</u> - The purpose of the two-way radio and cellular phone is to ensure that there is immediate communication between the various duty points on the site and with the contractors control room.			
	Hand held 2 way radios and cellular phones : The hand held radios and cellular phone must be in good working condition at all times and they must be handed to the Security Officer patrolling the site for immediate communication with the base station.			
	(c) Asset register : The purpose of asset register is to keep record of all asset movements, by recording the serial numbers, mode and make of the assets including time, date the asset was moved out and in the premises.			

ITEM NO	DESCRIPTION	YES	NO	REMARK
	(d) Access control register: The purpose of the access control register is to record all visitors entering the premises, all departmental officials without identification cards, register all officials worked after hours. This register is also applied during weekends and public holidays, and the following information should be recorded: • Date and time of visit and departure • Surname and initials of the visitor • Car registration number if applicable • Purpose of visit The Security Officer on duty must ensure that all personnel complete the register correctly. This means that the Security Officer ensures that the correct time and signature of the personnel is entered correctly.			
2.3.5.	Contact with Departmental Representative			
	The Site Manager or Supervisor must immediately report any abnormal and or noteworthy incident to the Departmental Representative.			
	A meeting, where formal discussions can be held between the Departmental Representative and Contractors Supervisor / Manager or Contractor himself / herself, must be held at least quarterly or on request. The Department will keep the minutes of the meeting.			
	The contractors shall furnish a monthly and quarterly report of the security service, incidents, etc. which transpired in the previous month to the responsible manager or delegated official in the Department of Employment and Labour .			
2.3.6.	Maximum Shift Hours			
	No security personnel may be allowed to work a daily shift longer than (12) twelve hours.			
2.3.7.	Lost Articles			
	<u>Definition:</u> Lost articles found at the site and of which the ownership could not immediately be established.			
	All lost articles must immediately be handed in at the security control room on site for safekeeping and recorded in the occurrence register. Thereafter it must be handed to the Departmental Representative.			
2.3.8.	Inspections			
	A thorough inspection of the service shall be performed by Departmental officials as well as the contractor himself / herself at least monthly			
	The Department retains 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 specification.			
	The Department retains the right to require from the contractor, that any of his / her employees be replaced, should justifiable reasons exist, in which case the employee must leave the site immediately. The Department will not be held responsible for any damages or claims which may arise and the contractor or Successful tenderer indemnifies the department against any such claims and legal expenses.			
	NOTE : The Department's representative will have the right to daily check whether sufficient personnel are available on site in terms of the conditions.			
	All security personnel shortages must be noted in the occurrence register by the Contractor himself/herself or any of its employees on duty.			
2.3.9.	Labour Unrest Incidents			
	<u>Labour unrest on site :</u> If the service is interrupted / or temporary deferred because of any labour unrest, labour dispute, civilian disorder, a local or national disaster or any other cause beyond the control of the contractor, the parties must come to an agreement on methods to ensure continuation of the security service. The contingency plan of the Department will be in place.			
2.3.10.	General			
	The contractor's personnel must at all-time refrain from littering and they must keep the grounds / building / work area occupied by them clean, hygienic and neat.			
	Under no circumstances will any security personnel be allowed to trade on the premises.			

ITEM NO	DESCRIPTION	YES	NO	REMARK
2.3.11	References			
	The contractor must provide a list of work references in progress.			
2.3.12.	Additional Requirements			
	A direct line of communication must be established between the security control room and the control room of the contractor.			
	The contract is valid for a period of (36) thirty-six months and the Department reserves the right to terminate the contract with immediate effect if the Contractor is not rendering the service in terms of the contract and service level agreement. This will be done in line with the policies of the Department of Employment and Labour .			

3.4. LEGISLATIVE REQUIREMENTS

The tender shall comply with the following labour legislations

NO	LEGISLATION	PROOF OF COMPLIANCE
2.4.1.	Control of Access to Public Premises and Vehicles Act No.53 of 1985	
2.4.2.	Occupational Health and Safety Act No.85 of 1993, OHS Risk Assessment & Act No. 37 Mandatory Agreement	
2.4.3.	Compensation for Injuries and Diseases Act No.130 of 1993	Letter of Good Standing
2.4.4.	Labour Relations Amendment Act No.66 of 1995	
2.4.5.	South African Revenue Services Act No.34 of 1997	Tax Compliance Status Verification
2.4.6.	Basic Conditions of Employment Act No. 75 of 1997	NBCPSS Compliance Certificate
2.4.7.	Employment Equity Act No.55 of 1998	
2.4.8.	Private Security Industry Regulatory Act No.56 of 2001	PSIRA Registration Certificates
2.4.9.	Unemployment Insurance Contribution Act No.04 of 2002	UIF Registration Certificate
2.4.10.	Immigration Act No.13 of 2002	
2.4.11.	Protection of Personal Information Act No.04 of 2013	
2.4.12.	Employment Services Act No.04 of 2014	
2.4.13.	National Minimum Wage Act No.09 of 2018	Sectoral Determination

4. RESPONSIBILITIES OF THE SUCCESSFUL BIDDER

- 4.1. To oversee all security activities performed by security personnel.
- 4.2. To handle all problems experienced by security personnel on site.
- 4.3. To attend all problems regarding payments of Security Officers.
- 4.4. To ensure that sufficient PPEs are provided at all times to Security Officers
- 4.5. To ensure that there is always security equipment required on site according to the specification.
- 4.6. To be involved in any security operational projects and manage special events from Contractor's point of view. (e.g.) Evacuation Drills etc.
- 4.7. To ensure that Security Officers are given continuous training. (i.e.) Customer Care, First AID, Fire Fighting etc.
- 4.8. To liaise with Head of physical security and where applicable, with senior Security Officer on duty.
- 4.9. To ensure that the supervisor records shortage of security personnel in the occurrence book. Department of Employment and Labour shall also keep their own record with regard to shortages of Security Officers.
- 4.10. To ensure that contractor's security staff is familiar and knowledgeable on how to handle emergency situations.

- 4.11. To ensure that registers are clean, neat, legible and updated at all times.
- 4.12. To ensure that Security Officers are always in uniform and display their PSIRA registration cards.
- 4.13. To attend quarterly meetings with Department Representative.
- 4.14. To ensure that all security staff understands the needs and expectation of the secondary clients (e.g. visitors) and primary clients (e.g. employees) of the Department of Employment and Labour.
- 4.15. To ensure that all security staff understands the principles of *Batho Pele* and apply at all times.
- 4.16. To provide adequate security personnel as required by the Department of Employment and Labour for the successful rendering of security service as stipulated in the contract.
- 4.17. To ensure that security personnel present themselves well to the staff members and to the public.
- 4.18. The contractor will be held liable for any damages or loss suffered by the State, as a result of the contractor's own or his employees' negligence or intent, which originated on the site.
- 4.19. The State shall not be liable for any loss or damage of any nature to any of the contractor's properties or any items kept at the State's sites, even in cases where the loss originated as a result of negligence or intent on the part of the State.
- 4.20. The State is indemnified against any loss, expense or damage which may be sustained by any third party, as well as any claim or legal proceedings and legal expenses, including attorney and client costs, that may be instituted against or incurred by the Contractor, and which arise from or are the result of any act or Omission by the Contractor or an employee or agent of the Contractor in connection with the execution of the services in terms of this contract which may result in the following cases:
 - 4.20.1.** Loss of life or injuries which may be sustained by the security personnel during the execution of their duties.
 - 4.20.2.** Damages to or destruction of any equipment or property of the contractor during the execution of their duties.
- 4.21. Any claims and legal costs which may ensue from the failure by or acts committed by security personnel against third persons, which acts include:
 - 4.21.1.** Illicit frisking, arrests and other illicit or wrongful deeds. The contractor shall be notified in writing of the particulars of each claim he is liable for.
- 4.22. The contractor must, at his own expense, take out R10 Million insurance cover against any claims, costs, loss and / or damage ensuing from his obligations and he must ensure that such insurance remains operative for the duration of this agreement.
- 4.23. A copy of such insurance contract shall be handed to the departmental representative on commencement of the service and every quarter for the duration of the contract.

- 4.24. The contractor may not, unless otherwise specified, make use of any of the State's equipment, aids and / or property, for purposes of compliance with the conditions, which equipment, aids and / or property include, *inter alia*, vehicles, stationery, firearms, rooms and furniture.
- 4.25. The contractor is responsible for the training of his personnel at the site in respect of the application of the guidelines of the emergency plan applicable for the specific site.
- 4.26. The contractor's personnel must at all times refrain from littering and must at all times keep the grounds occupied by them clean, hygienic and neat. The contractor shall, at the end of each shift, remove any littering caused by the dogs and/or security personnel of the contract.
- 4.27. Under no circumstances are security personnel allowed to carry on any trading within Department of Employment and Labour buildings/ premises.
- 4.28. The contractor shall not erect or display any sign, printer matter, painting, name plates, advertisement, article or object of any nature whatsoever, in, against State buildings or sites or any part thereof without written consent from Department of Employment and Labour.
- 4.29. Any sign, printed matter, printing, name plate, advertisement, article or object displayed without written consent or which is regarded as objectionable or undesirable, will immediately be removed by Department of Employment and Labour and the contractor shall be penalized.

5. RESPONSIBILITIES OF THE SECURITY OFFICER

- 5.1. Practice Access Control procedures in terms of the Control of Access to Public Premises and Vehicles Act (Act 53 of 1985).
- 5.2. The Security Officers shall be responsible for the protection of State property, Assets and Personnel on the site, and the protection of the said property against theft, fire and vandalism.
- 5.3. The protection of the State's officials against any injuries, threat of any offences, including offences referred to in Schedule 1 of the Criminal Procedure Act, (Act 51 of 1977).
- 5.4. Protect State information against any espionage and/or leakage to the wrong hands.
- 5.5. Controlling or reporting on the movement of persons or vehicles through checkpoints or gates.
- 5.6. Conduct searches on staff members, members of the public and, if necessary, restrain them.
- 5.7. Patrol the premises of Department of Employment and Labour.
- 5.8. React to emergency situations.
- 5.9. Ensure that security registers are up to date and kept legible and neat at all times.
- 5.10. Check and record all movement assets.
- 5.11. Security Officers shall report on duty on time as requested by the Department of Employment and Labour .

- 5.12. Security Officers should avoid any conflicts with the staff members or members of the public.
- 5.13. Security Officers shall report any lost and found articles and goods to supervisors.
- 5.14. Security Officers who are under the influence of any intoxicated substance cannot be allowed on site.
- 5.15. Act as an emergency officer after hours and report immediately at all times to the Department of Employment and Labour 's representative.
- 5.16. Report all incidents related to emergencies to the Departmental representative immediately.
- 5.17. **Render the following specific security services:**
 - 5.17.1. All incidents/events must be recorded in an occurrence book and reported to the contractor (including Public Holidays and weekends)
 - 5.17.2. Regular report to be made by radio to the security control room.
 - 5.17.3. The Security Guard should refrain from disclosing any information.
 - 5.17.4. Security Guards must not be allowed to access IT networks, registers and communication networks.
 - 5.17.5. Key control must also not form part of their responsibilities.
 - 5.17.6. Inspect the premises and the vehicles parked on the premises together with the relevant officials of the Department of Employment and Labour in the mornings and in the afternoons during shift changes.
 - 5.17.7. Signing over of all equipment and registers during shift changes.
 - 5.17.8. To patrol the premises concerned and exercise crowd control (personnel protection included)
 - 5.17.9. All clock points should be visited during patrols and patrols should not be rushed.
 - 5.17.9.1. Intervals between patrols must not be longer than one hour.
 - 5.17.9.2. Patrols must not be done in the same sequence/duration.
 - 5.17.9.3. Time and route must be rotated.
 - 5.17.9.4. During patrols the Security Officer should ensure that:
 - 5.17.9.5. All outside doors to the building are closed.
 - 5.17.9.6. If there are any windows open on the ground floor special attention should be given to these windows.
 - 5.17.9.7. All vehicles doors are locked, windows are properly closed, boots are locked and that the spare wheels are not missing where fitted underneath vehicles.
 - 5.17.10. To act as an authorized officer in terms of the Access to Public Premises and Vehicles Act. 1985 (Act 53 of 1985).
 - 5.17.11. **Duties at gate:**
 - 5.17.11.1. All vehicles leaving the premises must be stopped and the security officer must ensure that the driver of each vehicle is in possession of the vehicles' keys and trip authority.
 - 5.17.11.2. Ensure that no person wanders between the vehicles.
 - 5.17.11.3. All persons entering/leaving the premises must complete the after-hours register.
 - 5.17.11.4. The gates must be kept locked at all times after normal working hours unless an authorized person is collecting/delivering a vehicle.
 - 5.17.12. **Duties at the main entrance**
 - 5.17.12.1. All persons entering/leaving the premises after hours must complete the after-hours register. (before 07:00 & after 16:30).
 - 5.17.12.2. Security Officers found guilty of any offence stipulated in this agreement shall be removed from site immediately.

6. OTHER SECURITY REGISTERS

Apart from the occurrence book mentioned above the following registers shall be utilized by the Security Officers in rendering service to the Department of Employment and Labour .

6.1. Pocket book

Purpose: The purpose of the pocket book is to note down all incidents occurring or observations made by a security guard / officer during a turn of duty, for later reference.

Requirement: During their turns of duty all security personnel must have a pocket book on their possession.

- 6.1.1. **The following information must be noted down in the Pocketbook.**
All occurrence / events, however important, slight or unusual, referring to the following:
- (i) Reporting on and off duty.
 - (ii) Time the event occurred.
 - (iii) Extent of occurrence or event.
 - (iv) The Security Officer should record any incident taking place during the execution of the duty.
 - (v) Supervisor visiting the site should sign in the Security Officers pocket book to ensure that he / she visited the officers on site. Supervisor's entry should be in a red pen.
 - (vi) The pocket book also helps the Security Officer with his / her performance evaluation.

6.2. After-hour Register

- 6.2.1. The after-hours register is intended to exercise control over staff members and any other persons who enters the building afterhours. This register is also applied during weekends and public holidays.
- 6.2.2. All personnel leaving the building after hours should complete the after hour register.
- 6.2.3. The Security Officer on duty must ensure that all personnel complete the register correctly. This means that the Security Officer shall ensure that the correct time and signature of the personnel is entered correctly.

6.3. Removal Permit

- 6.3.1. This permit is the most essential in terms of control of goods and assets leaving the department. This register should be controlled in this manner.
- 6.3.2. State asset, information and other relevant goods are not allowed to leave the department before the proper authority is obtained. There is a control officer who has the authority to sign for the goods leaving the building.
- 6.3.3. The Security Officer shall verify the serial numbers and the goods before the goods can be removed from building. When the Security Officer is not certain with the serial numbers and other information, he/she should contact the Senior Officer to look at the matter before such goods can be removed from the building.

6.4. Government Vehicle Register

- 6.4.1. Security Personnel should control government vehicles at the exits and entrances of the buildings. The security personnel should look at the following;
 - 6.4.1.1. To determine whether the driver has the authority to drive the vehicle
 - 6.4.1.2. To report the abuse of Government vehicles by officials,
 - 6.4.1.3. To combat the theft of vehicles and their tools,
 - 6.4.1.4. To ensure that the vehicles are used for official purpose only,
 - 6.4.1.5. To ensure that the officials are not returning the vehicles without reporting them
 - 6.4.1.6. To check the date and time the vehicle departed and entered the premises

7. COMPULSORY INSPECTION

7.1. The Department of Employment and Labour shall have the prerogative to conduct inspection on the services rendered by the contractor:

- 7.1.1. Inspect the equipment provided by the contractor.
- 7.1.2. Record any Security Shortage on site
- 7.1.3. Inspection of service shall be conducted by the representative of the Department of Employment and Labour at any time they find it appropriate to do so.
- 7.1.4. The Department of Employment and Labour reserves the right to conduct inspection for the services rendered by the contractor at any time. This will be done in order to establish whether the service rendered by the contract is satisfactory and complies with the conditions of contract and the site specifications.

8. CRITERIA THAT WILL BE CONSIDERED IN EVALUATING THE BIDS: 80/20

- a) Bids received will be evaluated on the basis of functionality as a criterion must be evaluated in two stages.
- b) First functionality must be assessed and then in accordance with the 80/20 preference point systems.
- c) Only bids that achieve the minimum qualifying score of 60 percent for functionality will be evaluated further in accordance with the 80/20 preference point systems.

NB: (Bidders should score 70/100 points or more in order to qualify to move to the second phase of evaluation)

8.1. Functionality

NO	EVALUATION CRITERIA	POINT
1	Project Execution Plan a) tabling of daily activities, shift rooster, occurrence register and other registers b) clocking schedules c) supervisory activities d) response time e) list of equipment f) contingency plan	30
2	Experience Relevant years of experience in the Security Services, at least minimum of five (05) years, supported by stamped, signed proof of reference/testimonial from entities service was rendered. a) five years and more (30) b) four years (25) c) three years (20) d) two years (15) e) one year and more (05) Contract running concurrently will be regarded as one in years of experience.	30
3	Locality (Control Room) a) control room within Thabo Mofutsanyane District Municipality (20) b) control room outside Thabo Mofutsanyane District Municipality (15) c) control room within Free State (10) d) control room outside Free State (05) Bidders will not be penalized for not having control room within Municipal area where Eastern Cluster is located, however, the successful bidder not have an office in the required area, they will be given a chance to establish control room upon signing appointment acceptance letter.	20
4	Financial Management (Bank Grading Certificate) - Grade A (20) - Grade B (15) - Grade C (10) - Grade D (05)	20
Total		100

8.2. Preferential Point System: 80/20

Price	80
Special Goal	20
Total	100

Calculation of points for Special Goals

Points will be awarded to a bidder for attaining the special goals points in accordance with the table below:

Special Goals	Number of Points (80/20 system)
Women	05
SMME's	06
HDI	04
Disabled	03
Locality	02
Non-compliant contributor	0

NB: The goals above are now applicable to all procurement of goods and services above the value of R30K which are to be evaluated on an 80/20 principle up to a value not exceeding R500 000.00 including all applicable taxes.

As per the Preferential Procurement Regulations of 2022 in terms of the 80/20 Points system, the 20 points for Specific goals for the Department are allocated as follows:

9. OTHER CONDITIONS

- 9.1. Any proposals received in response to this bid remain the (intellectual) property of the Department of Employment and Labour.
- 9.2. If there is tie between the bidders, SCM Practice Notes and Circulars will be applied to determine the successful bidder.
- 9.3. Bids should be held valid for a period of **90 days**.
- 9.4. The successful bidder will be required to sign a Service Level Agreement (SLA) and a contract.
- 9.5. Prospective bidders must be registered on CSD and must have a corresponding commodity with the advertised Bid; the bidder is required to update CSD profile with relevant commodity.
- 9.6. Bidders must attach a valid letter of good standing from COID and Proof of Registration from UIF. Failure to attach will invalidate their bid.
- 9.7. Bidders who are not registered with COID and UIF must attach a letter for tender purpose in their bid document. Failure to attach may invalidate the bid.
- 9.8. The Department of Employment and Labour will work strictly according to the shift rosters indicated on item no 2.4.4 (b).
- 9.9. Bidders must attend a compulsory briefing session and site inspection on the specified date venue and time. Failure to attend and attach briefing session and site inspection certificate will invalidate the bid.
- 9.10. Failure to submit fully and accurately completed SBD forms will result in automatic disqualification.

10. BRIEFING SESSION

- 10.1. Briefing Session is **compulsory**, and will be scheduled on **24/07/2023 @ 11H00**. **Bidders who will arrive later than 12:00 will not be allowed an entrance to attend briefing session.**
- 10.2. Bidders will be issued with compulsory briefing session certificate, which must be attached to bidding documents. Failure to attach the certificate will amount to disqualification.
- 10.3. Venue: Tiisetsang Secondary School
1421A Phekolong Street
Bohlokong
Bethlehem
9701

11. CLOSING DATE AND TIME

- 11.1. Closing date and time for this bid is the **04/08/2023 at 11H00**. No bid document will be accepted after the specified date and time.
- 11.2. Bids must **only** be submitted to the following two options:
- Department of Employment and Labour, Tender Box, 64 St Andrews Street, Bloemfontein,
 - Alternatively, registered post: Department of Employment and Labour: PO Box 522, Bloemfontein, 9300

12. SITE INSPECTION

- 12.1. Site Inspection is **not compulsory**, however, prospective bidders who wish to visit the premises to familiarize themselves with the extent of the service to be rendered, should ensure that proper arrangement are be done in advance with the relevant contact person.