

BUSINESS REQUIREMENTS

PROVISION OF HIGH-RISK PROTECTION SERVICES

1. INTRODUCTION

The South African Revenue Service (SARS) is responsible for the protection of its personnel. The protection of SARS's personnel is imperative in ensuring a safe and secure working environment. SARS requires the services of a panel of service providers to provide high risk protection for its personnel nationally. SARS shall as and when required request these services in any of the SA Provinces.

2. Scope of Work

Successful Bidders will be required to provide the following Services in a diligent manner as and when required -

- 2.1.1 Provide personal protection services in transit or static for SARS personnel on a project basis for medium and high-risk security levels as determined by SARS;
- 2.1.2 Conduct and submit risk and mitigation measures which include response to emergencies for each project as directed by SARS;
- 2.1.3 Provide high risk protection vehicles for each project as determined by the approved risk assessment from SARS;
- 2.1.4 Provide close out reports outlining operational outputs including Security Incidents and Emergencies, per project and operation
- 2.1.5 Provide armed high risk certified and skilled personnel to protect medium risk to high risk projects as determined by SARS;
- 2.1.6 Escalate all Security Incidents and Emergencies to a SARS designated person in the prescribed timeframes;
- 2.1.7 Provision of tactical to high-risk intervention services which includes but is not limited to, trained and certified Armed Close Protectors, in line with PSIRA requirements, and a protection vehicle, per project;

2.1.8 The appointed service providers as a minimum will be required to provide the following resources “as and when” required depending on the requirements of each project:

Item	Item Description
Close Protector Personnel - Armed (Static Protection)	Provide static armed personal protection services (1 -armed personnel) for SARS personnel on a project basis for medium and high-risk security levels as determined by SARS
Close Protector Personnel - Armed (mobile protection)	Provide escort armed personal protection services (1 -armed personnel) for SARS personnel on a project basis for medium and high-risk security levels as determined by SARS
High risk protection - Escorting services (mobile protection)	Sedan Vehicle (vehicle min 1.6l diesel) & 2-armed close protection personnel
High risk protection - Mobile protection services	8-seater (vehicle min 3l diesel) Vehicle & 2-armed close protection personnel
High risk protection - Mobile protection services	SUV Vehicle (vehicle min 3l diesel) & 2-armed close protection personnel
High risk protection - Mobile protection services	Luxury Vehicle (Premium SUV) & 2 Armed personnel
High risk protection vehicles - Mobile protection services	B4/B6 Armoured Vehicle (4x4 double cab) & 2 Armed personnel (765 pistol, 556 / 223 rifle- both)
High risk protection vehicle - Mobile protection services	B4/ B6 Armoured 8-seater (vehicle min 3l diesel) Vehicle & 2-armed close protection personnel
Tactical to high-risk intervention services	Includes Vehicle (4x4 double cab or SUV) & 2 Armed personnel (765 pistol, 556 / 223 rifle - both)

2.2 Service Coverage Hours

The Services **should** be provided from **1 hour to beyond or as agreed**.

The Services delivered for the **Day** are provided for **24 hours**

The Services delivered for the **Shift** are provided for **12 hours**

2.3 Security Vetting of the Bidder's Personnel

2.3.1 Site Visit

2.3.1.1 The award of a bid is conditional upon site visit and approval by SARS.

2.3.2 Security Vetting Prior to Appointment to Deliver the Services

2.3.2.1 The award of a bid is conditional upon the shortlisted successful Bidders passing security vetting by SARS.

2.3.3 Continuous Security Vetting Requirements

2.3.3.1 SARS reserves the right at its sole and absolute discretion to do a security check (vetting) on the successful Bidder, its Directors and Officers deployed or assigned to SARS and involved and with the performance of the Services.

2.3.3.2 The bidder must have registered firearms with valid gun smith certificate and license

2.3.3.3 The Bidder and its Directors must submit consent forms as may be reasonably requested by SARS, to enable SARS to conduct such security checks as aforementioned.

2.3.3.4 Security vetting shall include, but not be limited to, checks on criminal records, credit references and identity documents.

2.3.3.5 Where SARS, in its sole discretion, finds any of the successful Bidder's Personnel deployed to be a security risk, SARS will inform the successful Bidder accordingly in writing and the successful Bidder will be required to immediately remove such Personnel.

2.3.3.6 Despite the above, the successful Bidder must ensure that prior to commencement of employment the successful Bidder's Personnel undergo security vetting.

2.3.3.7 The successful Bidder shall conduct a criminal status screening of its Personnel annually, and SARS may at any time verify the results of such security vetting.

2.4 Successful Bidders' Personnel

The successful Bidder shall ensure that every Officer assigned to provide the Services on this contract, complies with the following requirements:

2.4.1 Relevant Registration, Certification and Identification Cards

2.4.1.1 All Officers must be registered with PSIRA;

2.4.1.2 All static officers must be certified as events security officers

2.4.1.3 All Officers must have a working knowledge of evacuation procedures in terms of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993).

2.4.1.4 The successful Bidder must issue an Identification Card to Officers deployed at SARS during this contract containing as a minimum, the name, surname and PSIRA registration number, and firearm details of the relevant Officer; and

2.4.1.5 Officers must always have their Identification Cards on them.

2.4.2 Medical / Fitness Requirements

2.4.2.1 All Officers must undergo medical and physical fitness examinations at least once per year, as per the successful Bidder's guidelines.

2.4.2.2 All Officers must undergo psychological assessments at least once a year or following a trauma, particularly involving death, prior to deployment at SARS on this contract.

2.4.3 Dress Code

2.4.3.1 All Officers must wear appropriate dress code.

2.4.4 Training

2.4.4.1 The successful Bidder must ensure that-

2.4.4.1.1 All Personnel have access to a certified shooting range approved in line with SABS and the Firearms Control Act, 2000 (Act No. 60 of 2000); and

2.4.4.1.2 All Personnel have access to trainers, moderators and assessors in accordance with the PSIRA and/or Security Sector Education Authority (SASSETA).

2.4.4.2 All Officers rendering the Services to SARS on this contract in terms of this RFP must undergo the following training-

2.4.4.2.1 Advanced and defensive driving;

2.4.4.2.2 Advanced VIP Protection training;

2.4.4.2.3 High risk protection training; and

2.4.4.2.4 And any other training deemed suitable to dispatch their duties in order to perform their contractual obligations.

2.4.5 Acts that are Prohibited Whilst on Duty

2.4.5.1 The successful Bidder's Officers must not-

- 2.4.5.1.1 Consume alcohol, take illegal drugs, or possess such substances whilst on duty;
- 2.4.5.1.2 Report for duty whilst under the influence of any intoxicating substance;
- 2.4.5.1.3 Sleep whilst on duty;
- 2.4.5.1.4 Leave a post unattended without the superior's permission;
- 2.4.5.1.5 Fight on site and argue without reason in view of SARS's employees or visitors;
- 2.4.5.1.6 Be dishonest at any time during the contract term;
- 2.4.5.1.7 Commit a Security Incident;
- 2.4.5.1.8 Aid and/or abet in the commission of a Security Incident;
- 2.4.5.1.9 Use or remove SARS's equipment without permission;
- 2.4.5.1.10 Use unauthorised electronic devices or illegal electronic connections;
- 2.4.5.1.11 Allow access to designated Sites without authority by-
 - 2.4.5.1.11.1 Opening a door physically, allowing access without querying the identification of the person entering;
or
 - 2.4.5.1.11.2 Failing to report an item carried by a

person which obviously requires authority e.g. Weapons, laptop computers, etc.; and

2.4.5.1.12 Divulge any SARS Information and/or Taxpayer Information without written consent from SARS.

2.5 Management Responsibilities

2.5.1 Management and supervisors must ensure the following:

- 2.5.1.1 All Officers assigned at designated Sites during this contract, are properly trained, fit-for-purpose, reliable, of reputable background, of sound character and able to perform their duties;
- 2.5.1.2 Officers submit a handover on completion of an assignment;
- 2.5.1.3 All Officers deployed on this contract at SARS do not have criminal records;
- 2.5.1.4 All Officers conduct themselves in a disciplined and professional manner, as required by the Code of Conduct for Security Service Providers, 2003 and the successful Bidder's own Disciplinary Code and Procedures, whenever they are at a SARS designated Site / event or with SARS personnel;
- 2.5.1.5 All Officers assigned and deployed on this contract to SARS designated Sites do not conduct themselves in a dishonest manner;
- 2.5.1.6 Voice stress analysis tests are conducted on all officers allocated to this contract SARS designated Sites, on a quarterly basis;
- 2.5.1.7 All Officers adhere to the dress code regulations, SARS policies, standard operating procedures and Safety and Security post instructions;

- 2.5.1.8 All Officers assigned to this contract are of the required security level grading;
 - 2.5.1.9 The Officers deployed at SARS designated Sites and/or assigned to SARS events and/or protection of SARS personnel are aware of all instructions, issued by the relevant SARS Authorised Representative or his/her appointed delegate;
 - 2.5.1.10 Officers acquaint themselves with the contents of the protection plan issued by the relevant SARS Authorised Representative or his/her appointed delegate;
 - 2.5.1.11 Officers conduct personal searches within the confines of the law;
 - 2.5.1.12 Incident investigation reports are prepared and submitted to the relevant SARS Authorised Representative or his/her appointed delegate within **four (4) hours** of the Security Incident or Emergency occurring;
 - 2.5.1.13 The successful Bidder's office is available when SARS makes contact regarding Emergencies;
 - 2.5.1.14 That all exceptions to SARS's requirements must be approved in writing by SARS, **prior** to their implementation.
- 2.5.2 The successful Bidder must comply with the following invoicing principles-
- 2.5.2.1 SARS shall be invoiced the total monthly fee payable per project on or before the fifth (5th) day of the month following the month in which the successful Bidder performed the Services;
 - 2.5.2.2 Each invoice shall contain-
 - 2.5.2.2.1 A description of Services rendered as per approved pricing sheet; and

- 2.5.2.2.2 Any such details as may be reasonably requested by SARS from time to time;
 - 2.5.2.3 Each invoice must be verified for completeness and accuracy, and that it conforms to the requirements of the MSA, before issuing the invoice to SARS;
 - 2.5.2.4 Deliver all invoices to the SARS office designated by SARS from time to time;
 - 2.5.2.5 Should SARS query an item in an invoice, the successful Bidder shall within two (2) days after a written request by SARS, provide SARS with any other documentation or information reasonably required by SARS in order to verify the accuracy of the amounts due on an invoice; and
 - 2.5.2.6 Additional kilometres (above 100km) travelled will be reimbursed as per the rates published by the Department of Transport
 - 2.5.2.7 The amount of the financial penalties for Performance Failures, and as confirmed by SARS pertaining to the prior months, must be credited to SARS by issuing a credit note.
- 2.5.3 The Management of the successful Bidder must ensure that a copy of the personnel file of Officers assigned to the contract is always available to SARS **prior** to the deployment. In addition, a copy of the Officers' personnel files shall be provided and/or made available to SARS or any other lawful regulatory authority on demand, containing the following information. The personnel file must at a minimum contain the following-
- 2.5.3.1 Security training certificates, polygraph pre-employment results, voice stress analysis, integrity evaluation record and PSIRA registration certificates;
 - 2.5.3.2 A copy of a grading certificate, performance history, copy of the security identification (PSIRA), competency certificates [as

stipulated in the Firearms Control Act, 2000 (Act No. 60 of 2000)]
and a certified copy of the identity document;

2.5.3.3 A completed SARS Oath / Affirmation of Secrecy form, copies of qualifications and a medical fitness certificate;

2.5.3.4 Disciplinary record, a record of pre-employment screening results and annual criminal status screening; and

2.5.3.5 A copy of all credit references.

2.6 Management Meetings

2.6.1 The Service Provider is expected to allocate a Contract Manager on a non-exclusive basis to SARS for operational matters.

2.6.2 The successful Bidder must provide SARS with a monthly report containing a consolidated record of all Security Incidents and Emergencies at SARS designated sites or relating to SARS personnel under protection during a month on a template specified by SARS. The report will be validated and quality controlled by the Contract Manager.

2.6.3 The successful Bidder's Contract Manager and the relevant SARS Authorised Representative or his/her appointed delegate shall meet for a minimum of once a month, or as and when required.

2.6.4 The successful Bidder's Chief Executive Officer and SARS's Authorised Representative or his/her appointed delegate shall meet a minimum of once every six (6) months to discuss the overall performance of Services.

2.6.5 At the first meeting between the Parties they will agree on the place, the time and venue of subsequent meetings, and any proposed additions / amendments to the standard operating procedures submitted by the successful Bidder, which shall include as a minimum: rostering / scheduling, dress code and code of conduct.

2.6.6 The successful Bidder will be responsible for the correct recording of the

meeting proceedings of the meetings envisaged under this paragraph and the keeping of minutes.

- 2.6.7 The successful Bidder shall deliver the minutes and record of the meeting proceedings to SARS within two (2) Business Days after the date of the meeting or such shorter period as SARS may prescribe in its absolute discretion, for SARS's perusal and verification.
- 2.6.8 SARS may call an unscheduled meeting with the successful Bidder or its Contract Manager to discuss any matter regarding the performance of Services, at its sole discretion.

2.7 Successful Bidder's General Obligations

2.7.1 Reporting of Security Incidents and Emergencies

2.7.1.1 The successful Bidder shall further comply with the following requirements-

2.7.1.1.1 Ensure that Security Incidents and Emergencies for this project are fully recorded;

2.7.1.1.2 Record the incident and immediately report the details of the incident, as relayed by the Officer deployed to each project, to the relevant designated SARS member including the following information:

Response

2.7.1.1.2.1 Date of incident;

2.7.1.1.2.2 Address or area where the incident happened;

2.7.1.1.2.3 Details of the Officer who provided the response;

2.7.1.1.2.4 Details regarding the time the response team was dispatched and arrived on site;

2.7.1.1.2.5 Details of the response vehicle used for the response;

2.7.1.1.2.6 Details regarding the findings of the Response Officer(s); and

2.7.1.1.2.7 Response and Occurrence Book number;

Static Protection

2.7.1.1.2.8 Date of incident;

2.7.1.1.2.9 Details of the Officer who attended to the incident;

2.7.1.1.2.10 Details of the designated SARS control room officer the incident was reported to;

2.7.1.1.2.11 Details regarding the findings of the Officer; and

2.7.1.1.2.12 Occurrence Book number;

In Transit

2.7.1.1.2.13 Date of incident and time;

2.7.1.1.2.14 Area and address where the incident happened;

2.7.1.1.2.15 Details of the officer managing the

- incident;
- 2.7.1.1.2.16 Details of the SARS personnel effected in the incident;
- 2.7.1.1.2.17 Details regarding the SAPS station the incident has been reported to;
- 2.7.1.1.2.18 Details of the SARS Security designated person, who received the incident report;
- 2.7.1.1.2.19 Details of the hospital where the employee is treated, where applicable;
- 2.7.1.1.2.20 Details of the vehicle used for the protection; and
- 2.7.1.1.2.21 Details regarding the findings of the incident;
- 2.7.1.1.3 Prepare an incident report within four (4) hours after every incident and submit to SARS. The incident report must contain the following information-
 - 2.7.1.1.3.1 Date of incident;
 - 2.7.1.1.3.2 Details of the Officer who provided the service;
 - 2.7.1.1.3.3 Address of SARS designated Sites where Security Incident or Emergency occurred;
 - 2.7.1.1.3.4 Details regarding the incident;

- 2.7.1.1.3.5 Preliminary recommendations regarding the incident; and
- 2.7.1.1.3.6 An incident number; and
- 2.7.1.1.3.7 Corresponding Occurrence Book number; and
- 2.7.1.1.4 In respect of Security Incidents, the successful Bidder shall-
 - 2.7.1.1.4.1 Ensure that Security Incidents at a SARS designated Site are fully investigated including near misses and potential risks to the project; and
 - 2.7.1.1.4.2 Submit the full investigation report to the SARS Authorised Representative or his/her appointed delegate within one (1) day of the Security Incident or such shorter time as SARS may prescribe, in its absolute discretion.

2.7.2 Maintenance of Occurrence Books

The successful Bidder shall further comply with the following requirements-

- 2.7.2.1 The successful Bidder shall acquire and keep a log book (“Occurrence Book”) for every project and accurately record therein detailing all activities performed by the Officers on site, including the times when the activities were performed;
- 2.7.2.2 All Occurrence Books for any project must be assigned a serial number and once completed shall be handed over to SARS with the close out report and Occurrence Books at SARS designated Sites shall become the property of SARS on termination of the MSA.

2.7.3 **Quality Assurance**

2.7.3.1 The supervisors and managers of Officers shall conduct quality assurance inspections and oversee the successful implementation of each project.

2.7.4 **Emergency Evacuation Plan**

2.7.4.1 The successful Bidder's must submit Emergency evacuation plan for each project which adheres to the standards of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), to this extent, Officers must have a working knowledge of -

2.7.4.1.1 A SARS designated Site emergency plan;

2.7.4.1.2 Emergency telephone numbers;

2.7.4.1.3 Site escalation procedures;

2.7.4.1.4 Basic Fire Fighting skills;

2.7.4.1.5 Basic First Aid skills;

2.7.4.1.6 Basic Occupational Health and Safety procedure;

2.7.4.1.7 Basic reaction procedures to power failures on a SARS designated Site;

2.7.4.1.8 Evacuation plans of the SARS designated Site where the Officer is stationed; and

2.7.4.1.9 A SARS designated Site Management File.

2.7.5 **Change and Replacement of Officers**

- 2.7.5.1 The successful Bidder shall advise SARS by written notice whenever an Officer assigned to perform the Services during a project changed or replaced.

2.7.6 **Communication**

- 2.7.6.1 The successful Bidder must ensure that Officers have Cellular Telephones and be fully functional at all times.
- 2.7.6.2 Successful Bidders must ensure that there is a communication between the Officers, and the SARS designated personnel at all times (including SARS and their Control room where applicable). The details (number and means) of communication must be submitted to SARS before the project commences.

2.7.7 **Security Equipment**

- 2.7.7.1 The successful Bidder must ensure that any Officers' equipment must be functional at all times.
- 2.7.7.2 All stationery in relation to the Officers' duties must be provided by the successful Bidder.

2.8 **Notification of Disciplinary Action / Hearings**

The successful Bidder must inform the SARS's Authorised Representative or his/her appointed delegate of **any** disciplinary action taken against an Officer deployed to SARS in terms of this RFP. Withholding such information shall constitute a serious breach of the MSA.

2.9 **Information Detrimental to SARS's Security**

The successful Bidder shall immediately inform the SARS's Authorised

Representative or his/her appointed delegate of any information in its possession or that it ought reasonably to be aware of, that is detrimental to SARS's physical security or safety.

2.10 Instructions and Requests

The successful Bidder and its Personnel, assigned to the delivery of the Services, must adhere to reasonable written requests and instructions by the SARS's Authorised Representative and/or his/her appointed delegate.

2.11 Removal of Information / Property

The successful Bidder's Personnel must not remove any SARS Confidential and/or Taxpayer Information (irrespective of the media it is contained in) or SARS's property without the written authority of the SARS's Authorised Representative or his/her appointed delegate.