

Request for Tenders for the Provision of Security Services for the Embassy of Ireland Residence, South Africa, Pretoria

Deadline for receipt of tenders: 12:00 hours on 20 August 2021

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SECTION 1:

STATEMENT OF REQUIREMENTS

1.1 Introduction and Background

The Irish Embassy intends to engage a company to provide Physical Guarding Services, Electric Fence, Alarms and CCTV Monitoring, and armed response services at the Embassy of Ireland based in Pretoria, in accordance with terms and conditions to be specified in the contract.

In addition to providing Physical Guarding Services, the service provider must also be capable of: (1) installing any type of alarm; (2) installing camera systems (CCTV); (3) installing electric fence system; and (4) providing any other relevant services including providing security briefings and reports.

A detailed description of the services required for the Embassy are provided in Appendix I.

1.2 Summary of Requirements

The properties where the company will provide security services are the following:

- a) Official residence of the Ambassador: Pretoria, Waterkloof
 - 1 X Unarmed Security Officer Grade C Day shift Monday to Sunday including Public Holidays
 - 1 X Unarmed Security Officer Grade C Night shift Monday to Sunday including Public Holidays

The Embassy of Ireland is seeking a company with at least 5 years of experience in the South African market. Proposals should include a company profile and evidence of the company's experience. It is not necessary to include CVs but proposals should include references from existing clients.

Staff Welfare

- 1. A minimum wage will be established for the guards assigned to this contract, based on the provisions of the official table of minimum wages as per Sectorial Determination 6.
- Uniforms, boots and other necessary items of clothing will be paid for in full by the security company and not charged to the employees assigned to this contract; given their representational function, all such items will also be replaced at appropriate intervals by the security company;
- 3. All equipment as well as means of communication (including radio and mobile phone) necessary for the fulfilment of this contract will be provided by the security company and not charged to the employees assigned to this contract;
- 4. All the training to be provided to the workers assigned to this contract, and necessary for the fulfilment of this contract, will be provided by the security company and not charged to the employees assigned to this contract;

5. The labour legislation and PSIRA rates in force in South Africa will be respected, in particular with regard to holiday, Sunday, overtime pay and any other allowance as stipulated by PSIRA to employees of the security company.

Obligations of the Security Company

The security company awarded the contract should have competent Security Officers as well as other workers (who will not be considered as Embassy employees) who will be required to comply with the agreement and for the good performance of the contractor under the contract. Therefore, the security company should:

- a) Comply with all your obligations to or in relation to your Security officers and other workers referred to in these Terms of Reference, including compliance with all applicable laws, without limitation of employment standards, human rights, occupational health and safety, work, workers' compensation, equal pay and employment for their caretakers, employees, service providers and other professionals. The Department of Foreign Affairs of Ireland does not seek to engage with economic operators whose activities are incompatible with the activities or values of the Government of Ireland as represented by the Embassy in line with Ireland's Foreign Policy "The Global Island (2014)". Economic operators wishing to tender for contracts with the Embassy are required to complete the declaration form at Appendix V as part of their submission.
- b) Conduct all aspects of their labor relations so as to promote positive relations with their informants, community policing forums and any other workers;
- To promptly remit to the competent governmental authority the workers' taxes, insurance (if applicable), and other amounts required by applicable laws, and provide sufficient evidence thereof when requested by the Embassy;
- d) Make all other payments to and / or on behalf of your employees, service providers and other professionals in a timely manner and in accordance with your contractual and legal obligations;
- e) Ensure that your security officers, workers, service providers and other professionals are competent, properly trained and supervised to perform their duties in a safe and efficient manner, and to work in accordance with all applicable laws; and
- f) Ensure that all service providers and their employees and subcontractors comply with the obligations described above.

Please note that bidders must meet all Qualifying Criteria outlined in Section 2.

1.3 Contract Duration

It is proposed that the contract on offer will run for a period of 36 months, subject to a satisfactory review of performance at each contract year-end. It will commence in **October 1, 2021**.

1.4 Pricing

The Embassy will only consider pricing proposals that are in line with PSIRA pricing.

Abnormally Low Tenders

The Embassy may reject a tender that it considers to be abnormally low, and any such tender will not form part of the evaluation process. A formal review with the Tenderer involved will take place in advance of an Abnormally Low tender decision.

1.5 Tender Submission Details

Tenders must be submitted via electronic copy to PRETORIAEMProcurement@dfa.ie no later than **12h00 hour's pm** on **20 August 2021**. Submissions must comprise of the following:

- 1. Technical/Work Proposal
- 2. Pricing Schedule (Appendix II)
- 3. Certification (as outlined in Section 2, Qualifying Criteria)

All attachments must be submitted in PDF file. Should files be too big to send, the Embassy should be alerted and a *Sharefile* link will be provided. <u>Links to tender documents via WeTransfer</u>, <u>Dropbox</u>, <u>or other cloud platforms will not be accepted</u>. **Sending your submission by use of more than one email is permitted, so long as each is identified appropriately in the subject header.**

All requests for clarifications may be submitted until **11:00 hours** on **August 13, 2021** to: PRETORIAEMProcurement@dfa.ie

Bidders are asked to provide as much detail as possible with regard to the Contract Award Criteria, outlined in Section 3, in particular. This should be presented in the Technical/Work proposal submitted.

SECTION 2: QUALIFICATION CRITERIA

- 2.1 Tenderers will be required to demonstrate that they are capable of providing (the relevant) services to the Embassy. They must therefore demonstrate that:
 - The company is an established company, with a minimum of 5 years' experience. Provide
 CIPC registration certificate and company profile.
 - The Company is a duly licensed service provider according to relevant national laws and regulations:
 - o Certified Copy of the Company PSIRA certificate
 - Certified Copy of the Director's or owner's PSIRA Certificates
 - Valid letter of good standing with PSIRA
 - Valid Certificate of compliance with the UIF
 - Valid Letter of good standing with the compensation commissioner
 - Certified copy of valid firearm licence
 - Tax compliance Pin
 - Minimum annual turnover for each of the last 3 financial years of €220,000;
 - List of registered employees from PSIRA;
 - Tenderers are required to complete and sign appendices II, III, IV and V as part of their tender submission;
 - Any equipment provided (hardware and software) must be freely available in the market and may not be on exclusive licence to the tenderer;
 - The tenderer is compliant with all National labour legislation and, in particular, regulations
 regarding health and safety at work and confirmation that the labour inspectorate has not
 identified any breaches of these regulations and legislation;

- Public Liability Insurance, in the form of a letter from their insurer or broker that
 appropriate levels of employer's liability and public liability insurance is in place. The letter
 from the insurer/broker must confirm that the policies will apply in respect of all staff and
 all services to be carried out on the premises, and that the cover extends to services
 carried out by the tenderer's employees.
- The tenderer meets all requirements detailed in Appendix 1

Tenderers who fail to provide the above information will be rejected and not evaluated under the Contract Award Criteria. A tenderer will not qualify for evaluation if it fails to complete the Declaration of Bona Fides (Appendix III), Personal Situation Declaration Form (Appendix IV) or the Human Rights Declaration at Appendix V. Any false or misleading answer to the questions in Appendix IV will disqualify the tenderer.

SECTION 3:

CONTRACT AWARD CRITERIA

- 3.1 Tenders will be evaluated initially to confirm that they are fully responsive and that they meet the qualification criteria set out in Section 2 above. Qualifying tenders will then be evaluated in light of the contract award criteria.
- 3.2 Proposals must be presented in English.

Once the tenderers have proven their eligibility to tender on the grounds of the exclusion criteria and in compliance with the Selection Criteria tenders will be assessed on the basis of the award criteria which serve to identify the most economically advantageous tender.

| No. | Criteria | Evidence required | Marks Available | |
|-----------------|---------------------------------------|--|--------------------|--|
| 1 | Company and key management experience | Experience and track record in the provision of the services required. Minimum five years' experience – Company profile Proof of provision of same services in similar environments (3 References must be provided for each of the service requirements (Physical guarding, armed response and CCTV Monitoring). Operations/ Contract manager CV with qualifications in security management and Grade A PSIRA certificate. | 20 | |
| Operations Plan | | Detailed description of work plan to meet tender requirements; Contingency plan, Supervision and relief provision arrangements; Transition plan to take over the contract. Demonstrated evidence of how the company remains current with urban threat assessments and advises clients accordingly. Demonstrated evidence of how the service links with the police or other security forces (Diplomatic Security, Public Security Directorate etc.) Demonstrated evidence of how the central monitoring office, satellite office, mobile response unit supports to Guards and to alarm activations. Demonstrated evidence of the client care practices and procedures the company will offer. | 30 | |

| 3 | Human Resource Management | Tenderers should provide an outline of their policies and practice and their application in human resource management with reference to the relevant personnel, i.e. guards, supervisors, response personnel. Submissions should address the following for consideration under this criterion; Recruitment and Vetting of personnel Training and career development Equipment Staff retention Staff remuneration (including industry benchmarking and incremental and cost of living increases) Health and Safety Health/life insurance, Wellbeing at Work Inclusion and Diversity Family friendly policies Performance management Complaints processing/disciplinary mechanism, Any other relevant information | 20 |
|---|------------------------------|---|-----|
| 4 | Pricing | Cost of Services (see Appendix II) | 30 |
| | | Overall Score | 100 |

3.3 Tenderers must score a minimum of 60% of marks available in each of the technical criteria in the table above in order to proceed to the financial evaluation stage. Failure to achieve the minimum marks will result in the tenderer being eliminated from the competition.

SECTION 4: REQUIRED FORMAT AND CONTENT OF TENDERS

4.1 Tenderers must address all the Qualification Requirements specified in Section 2 ensuring they include a signed Declaration of Bona Fides (Appendix III), a signed Personal Situation Declaration form (Appendix IV), supply references from current similar contracts, safety record and written confirmation from insurer or broker that all required insurances are in place and will apply in the event that a contract is awarded by the Embassy.

- 4.2 Tenderers must provide a Service Proposal setting out details of the tenderer's proposal, having regard to the specification set out in Section 1. In preparing the service proposal, tenderers should have particular regard to the contract award criteria and the associated weightings set out in Section 3 of this Request for Tender.
- 4.3 Tenders must include a Financial Proposal in the exact form as set out in Appendix II. The figures quoted will be binding for Year One of the contract and they may be reviewed for any contract extension thereafter to the maximum allowed (2 extensions). Any increase in figures after Year One must be explained and justified in writing prior to the receipt of the first invoice of the following contract year.
- 4.4 The financial proposal must reflect all equipment, installation, maintenance, call-out and any ancillary costs that may be incurred in the provision of the services. Claims for additional or extra items arising in the course of the contract will not be acceptable, unless such items were not foreseeable at time of tender (e.g. changes in relevant government regulations affecting costs).
- 4.5 Tenderers should also include a list of customers who have stopped using the company's services during the last 6 months and the reasons for this.
- 4.6 Tenderers are required to provide a minimum of 3 references for services of a similar nature including the following:
 - Name of Contract
 - Client Name
 - Dates Contract Performed
 - Value of Contract
 - Contact Details (include email, phone and address details)

Please note that referees will be contacted for verification purposes. Reference contracts that do not include contact details for referees as requested will not be accepted.

- 4.7 Tenders must be submitted in English.
- 4.8 The tender and all associated attachments may be submitted to PRETORIAEMProcurement@dfa.ie no later than 12:00 hours on 20 August 2021. The e-mailed tender shall be titled Pretoria and the submission shall clearly indicate the tenderer contact person, address, phone number and email for any potential communication.

The closing date for the receipt of clarification questions is **11:00** hours on August **13, 2021**. The Embassy's responses to queries and requests for clarification will be sent by email to all interested parties.

SECTION 5: CONDITIONS APPLICABLE TO THE TENDER PROCESS

- 5.1 The Embassy undertakes to hold confidential any information provided to it on a confidential basis by individuals or others, subject to the Embassy's obligations under law. If for any reason, it is considered that information supplied to the Embassy should not be disclosed because of its sensitive nature, then it is incumbent upon the person or body when supplying the information to make clear this concern and to specify the reasons for the information's sensitivity. The Embassy will consult with any individual or body so supplying sensitive information before making a decision on any FOI request received.
- 5.2 The Contracting Authority will be a Data Controller (where Data Controller has the meaning given under National Data Protection Laws) in respect of any Personal Data (where Personal Data has the meaning given under National Data Protection Laws) required to be provided by the Tenderer in response to this Request for Tender. The Tenderer, in respect of any Personal Data provided by it in its Tender, consent to the processing of such Personal Data by the Contracting Authority and the Evaluation Team for the purposes of participation in this Competition.
- 5.3 Conflicts of interest or potential conflicts of interest, involving a tenderer must be fully disclosed to The Embassy. Any registered interest involving a tenderer and The Embassy, its officers or their relatives, must be fully disclosed in any proposal submitted, or in the event that such information is not available at the time of submission of proposals, should be communicated to The Embassy immediately upon such information becoming known to the tenderer. Failure to disclose an interest may disqualify a tenderer or invalidate an award of contract, if, in the view of the Embassy, the conflict is of a sufficiently serious nature to warrant it.
- 5.4 The Embassy reserves the right to terminate the tender process at any time prior to the signing of the contract. The Embassy reserves the right not to accept the lowest or any tender. No contractual relationship will arise until such time as a written contract is signed on behalf of The Embassy.
- 5.5 Information supplied by tenderers will be treated as contractually binding. However, the Embassy reserves the right to seek clarification or verification of any such information, and also to request additional information from the tenderers.
- 5.6 The Embassy will not be liable in respect of any costs incurred by tenderers in the preparation of tenders or any associated work effort.
- 5.7 Tenders must be completed in accordance with the format specified in Section 4. Incomplete tenders may be rejected.
- 5.8 Tenderers must submit the tender as outlined in Section 1

- 5.9 The tenders will be evaluated by an evaluation team in the manner explained in Section 3 above. Tenderers will be notified of the outcome of the tender evaluation process as soon as possible after its completion.
- 5.10 Please note that all information relating to this tender will be sent by email from PRETORIAEMProcurement@dfa.ie to all interested parties. The Embassy will not accept responsibility for information relayed (or not relayed) via third parties. If the Request for Tenders is in any way altered or edited, the subsequent tender may be inadmissible.

Appendix I

REQUIREMENTS AND SPECIFICATIONS

1. Objective

- a. To provide fully trained and security vetted Security Guard Services, and other Protective Services as detailed below, in order to control access, protect life, maintain order, deter criminal/terrorist attacks against employees, dependents, and visitors, and to prevent loss of Embassy of Ireland property and information.
- b. This contract is designed to satisfy, without interruption, the security services requirements of the Embassy of Ireland in South Africa, referred to as "the Embassy".

2. Background

a. The Embassy delivers services on behalf of the Government of Ireland to Irish and non-Irish citizens and organisations based in South Africa. The security of the persons working and visiting the building(s) is essential to ensure the ongoing operation of the Embassy.

3. Scope of Work

- a. The Contractor will provide site security to limit the ability of threats/trespassers to access or negatively impact the Embassy's assets. This will include the provision of a security guard force which will fulfil basic security functions such as:
 - Vehicle/persons/goods screening;
 - ii. Door/gate management;
 - iii. Management of on site parking;
 - iv. (Visitor) Pass issuance and control; and
 - v. Deterrence and detection functions (static guards, guard patrols of property and its perimeter, local CCTV/Alarms and electric fence monitoring);
 - vi. Reporting any imminent threats to the Ambassador or named person;
 - vii. Recording and reporting incidents to the Ambassador and to supervisors;
 - viii. Ensuring back-up by responding units and/or police is called when required;
 - ix. Emergency armed rapid response units available for immediate response in case of emergency;
 - x. Assisting in any emergency management scenario, including in evacuation.
- b. The Contractor will also provide security briefings and reports for Embassy staff on the local security situation as requested by the Embassy.
- c. The Security Services is to be provided at the following location:
 - i. The official residence of the Ambassador: Pretoria, Waterkloof.
 - This is a single stand-alone house on a 4001m2 stand, wall fenced with electrical fence on three sides surrounded by other missions' residences.
 - Single remote controlled gate with a guard house

4. Human Resources - Guards

All Security Guards will be expected to present themselves and conduct themselves as appropriate for a diplomatic residence and embassy, including in terms of physical presentation, behaviour and professionalism.

All Guards, including the Supervisors and replacement Guards, must meet the following requirements;

- a. Be at least 18 years of age and of legal working age in the jurisdiction they are employed;
- b. Be of a sound medical and fitness standard to perform duties, as per section 13;
- c. Be security vetted via a background and criminal record check, as per section 14, before being assigned to the Embassy;
- d. Be fully trained and certified, as per section 15, before being assigned to the Embassy;
- e. Be able to competently read, write and communicate in English;
- f. Be on site only for contractual duties and not for any other business or purposes;
- g. Have all their PSIRA certificates in good standing and be maintained as per local regulations;
- h. Have at least three (3) years of experience in the security field.

5. Supervision of Posted Guards

 a) The guard teams must be supervised by a supervisor that is not a guard on site at least once during each shift. The supervisor should deal with any issues of performance that present on his/her visit. A log of supervisory visits must be kept.

6. Human Resources - Replacements

a. The Contractor must maintain a pool of Guards to be used as replacements in the event of sickness, vacation/other leave, additional services, and disciplinary actions.

7. Human Resources - Account Manager

The Contractor must appoint a Case/Account Manager who will act as the liaison between the Contractor and the Embassy.

The Account Manager must:

- a. Arrange in good time all guard relief including annual leave and sick leave;
- b. Handle all administrative details of the account and respond to any queries or complaints from the Embassy in a timely basis;

- c. Provide periodic updates regarding the security situation in South Africa and advise the Embassy of any concerns/incidents that may have an impact on the security of the Embassy and its personnel;
- d. Be able to competently communicate in English;
- e. Ensure that all required documentation and reports are submitted in English;
- f. Ensure that incident reports, log books, and guard note books are secured at the Embassy premises when not in use;
- g. Produce and provide Operational Documentation during day-to-day operations as per the Operational Reports Schedule in the section below.

8. Operational Reports Schedule

The following reports must be provided at the frequency indicated.

- a. Before any guards are eligible to work under this contract:
 - All security vetting related information such as employee name, photograph, address, and work history as per section 13. Standard Screening;
 - Proof of certificates, training records as per section 15. Training, fitness and medical test results as per section 13. Medical Fitness for Duty, and residency permits requested by the Embassy.
- b. Within 24 hours:
 - i. Incident reports;
 - ii. Penetration test results.
- c. Monthly:
 - i. Invoices;
 - ii. Number of visitors screened;
 - iii. Number of vehicles searched;
 - iv. Number of weapons, and other contraband, seized.
- d. Yearly:
 - i. Post-training evaluation;
 - ii. Incident investigation records;
 - iii. Performance reviews and training plans for all employees;

- iv. Records of disciplinary or administrative actions (hiring, firing, suspension etc.);
- v. Records of equipment maintenance;
- vi. Number of refresher training sessions held;
- vii. Summaries of any internal audits;
- viii. Formal performance appraisal.

9. Accountability

- a. In the event that the Embassy observes deficient performance, the Contractor will receive written notice within 24 hours of the observed breach.
- b. The Contractor will be held financially responsible for loss of Embassy property due to Guard negligence.
- c. If a regular Guard is to be replaced by the Contractor for any reason (for example, illness, vacation or turnover), as much advance notice as possible is to be provided to the Embassy. In any circumstances, proper justification must be provided to the Embassy.
- d. The Contractor must ensure that arrangements are made for the replacement of Guards as soon as it is known that they are unable to report for work, and replacement Guards are to be sent within one (1) hour of the start of the shift. The Embassy must be notified of any changes to scheduled Guards within a reasonable amount of time of the change.
- e. The Embassy is permitted to conduct surprise visits to posts. Any Guard found sleeping or otherwise incapable of carrying out their duties while on duty may be removed from duty.
- f. Upon reporting for duty, any Guard appearing to be impaired, under the influence of drugs, narcotics, alcohol, excessive fatigue, illness, or otherwise apparently unable to fulfil all required duties, must be replaced within one (1) hour by the Contractor. The Contractor must provide the Embassy with a medical report clearly stating that the problem/behaviour was not caused by alcohol and/or illicit drug consumption. Once removed, Guards must not return until approved by the Embassy.
- g. The Contractor will monitor the Chancery and Official Residence where their guards are deployed or posted. A dispatch number must be made available on a 24/7 basis for the guards to report security relevant information, address human resources-related concerns (i.e. sickness, leave permits, family emergencies, etc.), and inform of any incapacity to comply with their job requirements. The Project Authority will be

informed of any relevant information that guards may provide at the dispatch number.

h. The Embassy can request that a Guard be replaced within a two (2) hours period with another fully trained individual.

i. Any Guard removed from duty for any reason may be deemed unsuitable for any future employment with the Embassy at the discretion of the Embassy.

10. Shifts and Scheduling

a. The Contractor must provide the Guards with a system which will permit them to register their working hours;

b. Guards are not permitted to work more than twelve (12) continuous hours in a shift;

c. Guards must have a rest (be in a non-working status) of at least eight (8) hours between shifts.

d. Guards are not to work more than a total of sixty (60) hours per week. Additional hours could be warranted in case of emergency or exceptional circumstances. In such cases, prior approval from the Embassy is required. The contractor must ensure that all guards working additional hours are provided food and water.

11. Weekly Guard Post Schedule (WGPS)

The Contractor must:

a. Prepare and maintain a Weekly Guard Post Schedule (WGPS) for all Guard posts and for each shift. The WGPS must show the post number and location, the name of the Guard assigned and the shift assigned in terms of hours of the day. The WGPS is to be approved by the Embassy.

b. Provide the Embassy with a copy of the WGPS for all employees by 12:00 noon of the last day of the work week for the upcoming work week.

c. Notify the Embassy at least three (3) days before any change of a permanent Guard (specific individual) to a post. The WGPS may be provided monthly, at the discretion of the Embassy.

d. Ensure that security personnel are made available as per the following requirements:

Official Residence

24 hours a day, 7 days a week (only 1 guard at any given time)

Gender: Male

Language: English and 1 local language

12. Uniforms and Equipment

- a. All Guards must be provided with uniforms and ID badges that clearly identify and distinguish them as security guards. Guard uniforms must always be accounted for. Uniform thefts must be reported to the Embassy immediately.
- b. All uniforms and equipment used to perform the work under this contract must be pre-approved by the Embassy.
- c. Uniforms and equipment must be replaced when lost, damaged, or at the request of the Embassy.
- d. The following items (but not limited to) must be issued to each guard on duty:
 - Mobile handheld radio
 - Backup cellphone
 - Panic button
 - Torch and batteries:
 - Occurrence books
 - Pocket books
 - Vehicle visitors register
 - Traffic management equipment;
 - Raincoat.

13. Safety

- a. The Contractor must respect all health and safety legislation concerning equipment, work habits and procedures prescribed by the authorities having jurisdiction in South Africa. When tasks call for their use, safety goggles, gloves, protective outerwear, and other personal protective equipment are the responsibility of the Contractor.
- b. The Contractor must ensure that all equipment used to perform the work is of good quality and in a state of good repair. The Embassy reserves the right to judge the equipment to be unsafe, not suitable, or defective and taken out of service. The Contractor is responsible for supplying suitable replacement equipment.

14. Medical Fitness for Duty

a. The Contractor must determine with a reasonable degree of certainty that personnel can be considered medically fit and able to complete the duties assigned to them.

15. Standard Screening

- a. The Contractor must require all applicants to provide written consent for Project Authority to have access to all documents accessed for the purposes of these checks, which include but are not limited to those listed as Supporting Documents.
- b. If adverse, doubtful, or incomplete information is uncovered during the background check screening process regarding an individual, the Contractor must ensure that the Project Authority is informed about the details. The final decision on whether or not to accept a candidate resides with the Project Authority.

- c. The Contractor must provide details on all security checks carried out on security personnel which, at a minimum, must include confirmation of personal data, employment history, social media check, reference check and law enforcement inquiry
- d. Prior to an individual commencing his or her duties, the Contractor must provide the following to the Embassy:
 - Copy of the law enforcement inquiry;
 - Completion of the Guard Background Check/Nomination Form confirming in writing a list of security background checks that have been completed satisfactorily for the individual.
- e. The Contractor must maintain security background check records for the duration of the contract or employment of the individual. The Embassy reserves the right to request these documents for verification purposes at any time.
- f. The Contractor must complete the Security Background Checks on an annual basis.

16. Training

- a. The Contractor must provide training to Guards assigned to the Embassy under this contract upon appointment. The Embassy may conduct an audit of this training to verify it meets the need of the Embassy.
- b. The Contractor must provide all training programmes availed of by, and available to, assigned guards, particularly during the contract period. At a minimum, guards should be trained in standard security practices, protocol, customer service, and First Aid.
- c. Additional training may be provided to Guards by the Embassy at the discretion of the Embassy.
- d. Additional training must include regular overt and covert penetration testing. The focus of these tests must be on the effectiveness of access control, and personnel vehicle and goods screening (including mail). Personnel involved in these activities must be tested at least once per quarter performing each relevant activity. Tests should be varied so as to remain effective.

17. Post-Training Evaluation

- a. The Contractor must undertake post-training evaluation of protective services personnel. The Contractor must adequately demonstrate that personnel are able to fulfil the specific criteria outlined in the training plan.
- b. The Contractor is responsible for creating all documentation required to conduct evaluation activities. They must establish a pass / fail threshold for each evaluation activity. Evaluation of multiple units or even modules may be combined when appropriate.

Appendix II PRICING SCHEDULE

Tenderers must provide a proposal in the prescribed format below in respect of these services. Prices must be stated in Euro with and without VAT/added tax.

| Service | Cost (Excluding VAT] | Cost [Including VAT] |
|--|-------------------------|-------------------------|
| 24 hour security services as outlined in Appendix 1 (1x Security officer days shift and 1x security officer night shift) | | |
| Alarm and electric fence monitoring, and armed response (excluding remote CCTV monitoring) | | |
| Total Annual Cost | | |

Tenderers are also required to provide the following information with their Financial Proposal;

As per Section 4.3 above, figures quoted will be binding for Year One of the contract and they may be reviewed for any contract extension thereafter to the maximum allowed (2 extensions). Any increase in figures after Year One must be explained and justified in writing prior to the receipt of the first invoice of the following contract year.

Appendix III DECLARATION OF BONA FIDES

We, the undersigned, offer to provide security services for the Embassy at the location specified in the Request for Tenders at the fixed costs set out in our financial proposal (Appendix II to the Request for Tenders).

We confirm that all information and commitments contained in or referred to in our tender are (i) accurate and correct, and (ii) accurately reflect our actual current operational and financial capability. We confirm that we will take full responsibility as prime contractors for the satisfactory performance of any services provided by sub-contractors.

We confirm that we operate in full compliance with all relevant national labour law requirements in respect of remuneration and conditions of employment in the security services industry and that these rates have been taken into account in preparing our tender. We confirm also that our Financial Proposal takes account of the need for replacement staff to cover sickness and holiday absences.

We confirm that our tax affairs are in order and that, if awarded the contract we will be in a position to provide the Embassy with a current valid Tax Clearance Certificate.

We confirm that this tender shall remain irrevocably open for acceptance by you for a period of 3 months from the closing date for receipt of tenders and it shall remain binding upon us for that period or such other period as we may agree.

We acknowledge that no legally binding agreement exists between us unless and until our offer is accepted by you.

We understand that the Embassy is not bound to accept the lowest or indeed any tender it may receive and may abandon or terminate the tender process at any time.

| Signature: | |
|---------------------|--|
| Printed name: | |
| Name of tenderer: | |
| Authorised Officer: | |

Appendix IV

PERSONAL SITUATION DECLARATION FORM

| Name (| of Tenderer: | |
|--------|----------------------------------|--|
| Addres | s: | |
| Countr | y: | |
| | tick Yes or No as ganization. | s appropriate to the following statements relating to the current status of |
| (1) | court or has en | s bankrupt or is being wound up or its affairs are being administered by the tered into an arrangement with creditors or has suspended business activities alogous situation arising from a similar procedure under national laws and |
| | Yes [] | No [] |
| (2) | compulsory wi | s the subject of proceedings for a declaration of bankruptcy, for an order for an order for an order for an arrangement with creditors similar proceedings under national laws and regulations. |
| | Yes [] | No [] |
| | | |
| (3) | professional co | a Director or Partner, has been convicted of an offence concerning his induct by a judgment which has the force of res judicata or been guilty of grave isconduct in the course of their business. |
| | Yes [] | No [] |
| | | |
| (4) | | has not fulfilled its obligations relating to the payment of taxes or social security in any State in which the tenderer is located. |
| | Yes [] | No [] |
| | | |
| (5) | The Tenderer, | a Director or Partner has been found guilty of fraud. |
| | Yes [] | No [] |
| (6) | The Tenderer. | a Director or Partner has been found guilty of money laundering. |
| ` ' | Yes [] | No [] |
| | [] | The Control of the Co |

| (7) | The Tenderer, a Director or Partner has been found guilty of corruption. | | | |
|---|--|---|---------------------------------|--|
| | Yes [] | No [] | | |
| (8) | The Tenderer, organisation. | a Director or Partner has been convicted of b | eing a member of a criminal | |
| | Yes [] | No [] | | |
| (9) | The Tenderer h buying agency. | as been guilty of serious misrepresentation in pro | oviding information to a public | |
| | Yes [] | No [] | | |
| (10) The Tenderer has contrived to misrepresent its Health & Safety information, of Assurance information, or any other information relevant to this application. | | | | |
| | Yes [] | No [] | | |
| TI | HIS FORM MUST | BE COMPLETED AND SIGNED BY A DULY AUTHORITY TENDERER'S ORGANISATION | ORISED OFFICER OF THE | |
| I certify | | nation provided above is accurate and complete | to the best of my knowledge | |
| I understand that the provision of inaccurate or misleading information in this declaration may lead to my organisation being excluded from participation in this and future tenders. | | | | |
| SIGNAT | URE: | | DATE: | |
| NAME: | | | TEL: | |

Appendix V

HUMAN RIGHTS DECLARATION FORM

Before awarding any contract, and as part of the procurement procedure, the Department of Foreign Affairs will need to ensure that the economic operators comply with Labour, Environmental and Human Rights Laws and has the appropriate procedures in place. Written confirmation in the form of this signed declaration is required.

The Department of Foreign Affairs reserves the right, even if such confirmation is given, to investigate/audit any of the situations listed if it has reasonable grounds to doubt the contents of such confirmation. For the purpose of the declaration signed below, the term "the Tenderer" refers to the following:

| Name of Tenderer/Organisation: | · |
|---------------------------------------|---|
| Registered Office Address: | |
| Registration Number (as appropriate): | , |

ELIGIBILITY

The Tenderer hereby declare that we agree to participate in the procurement procedure in adherence to the Tender Notice and are fully aware that any failure to comply could lead to our exclusion from the tender process and to the rejection of our bid.

The Tenderer agrees to carry out our duties to the highest professional standards, with no consideration linked to possibilities for future contracts.

The Tenderer commits to adhere to the Department's procurement principles and minimum standards throughout our commercial agreement and have procedures in place to ensure that respect for these principles and standards is upheld by your organisation.

The tenderer subscribes to universal principles of universal human and workers' rights as set out in the United Nations Universal Declaration of Human Rights and in the core Conventions of the International Labour Organisation as set out at (d) and (e) in the declaration below.

We hereby declare that the Tenderer:

- (a) is not subject to any conflict of interest in the ongoing procurement procedure for this contract and there has not been any misrepresentation in the information supplied along the process;
- (b) we or persons having powers of representation, decision-making or control over them have not been convicted of an offence concerning their professional conduct by a final judgment;

- (c) has never been proven guilty of any grave professional misconduct;
- (d) does not make use of child labour or forced labour and/or practise discrimination, and/or disrespect the right to freedom of association and the right to organise and engage in collective bargaining pursuant to the core conventions of the International Labour Organization (ILO).
- (e) subscribes to the principles of human rights set out in the United Nations Universal Declaration of Human Rights
- (f) The activities of the tenderer are compatible with the activities and values of the Government of Ireland as represented in <u>Ireland's foreign policy</u>.

We agree to hold in trust and confidence any information or documents disclosed to us, discovered by us or prepared by us during the course of the tender and agree that it shall be used only for the purposes of this process and shall not be disclosed to any third party. We understand that any unauthorized disclosure by us may render the Tenderer liable to legal action.

| Signed on behalf of the Tenderer: | |
|-----------------------------------|--|
| | |
| | |
| Name (lala di sa sitala) | |
| Name (block capitals): | |
| | |
| | |
| Date: | |

Appendix VI

Economic and Financial Standing

Applicants should declare in the self-declaration information regarding their financial standing and viability. The requirement is as follows:

Annual Turnover of the total value of the contract over the full duration and any possible extensions per annum, for each of the last three years.

| FINANCIAL STANDING | | | | | |
|---|------|------|------|--|--|
| We confirm that our turnover exceeded €220,000 per annum in each of the last three financial years. | | | | | |
| Financial Year | 2021 | 2020 | 2019 | | |
| Turnover | € | € | € | | |
| I confirm that I will profinancial years prompt | Yes | | | | |
| list being finalised. | No | | | | |

The supporting documentation is not required at this stage of the tender process however it may be requested at a later date. Tenderers must provide the supporting documentation specified above without delay when requested by the Contracting Authority.

^{*} In the case of firms more recently established evidence of pro-rata turnover will suffice.