



**SERVICE LEVEL AGREEMENT**

entered into by and between

**ETHEKWINI MUNICIPALITY, THROUGH THE SECURITY MANAGEMENT UNIT**

Registration Number \_\_\_\_\_

Whose Registered Address is \_\_\_\_\_

(hereinafter referred to as "**the Client**")

And

-----

Registration Number \_\_\_\_\_

Whose Registered Address is \_\_\_\_\_

(hereinafter referred to as "**the Service Provider**")

**PROVISION OF LAND INVASION CONTROL SECURITY SERVICES: ARMED (LIC)  
SECURITY OFFICERS AND GENERAL WORKERS FOR THE PERIOD OF THIRTY-SIX (36)  
MONTHS**

AGREEMENT NUMBER: \_\_\_\_\_

COMMENCEMENT DATE: \_\_\_\_\_

EXPIRY DATE: \_\_\_\_\_

## TABLE OF CONTENTS

1	INTERPRETATIONS AND DEFINITIONS.....	4
2	THE NATURE AND SCOPE OF THE AGREEMENT.....	9
3	AUTHORITY OF PARTIES.....	10
4	COMMENCEMENT DATE.....	10
5	RISK MANAGEMENT.....	10
6	PERFORMANCE MONITORING.....	10
7	MEETINGS.....	11
8	CLIENT’S OBLIGATIONS.....	11
9	GENERAL OBLIGATIONS OF THE SERVICE PROVIDER.....	12
10	COMPLIANCE WITH STATUTES.....	14
11	SUBCONTRACTING.....	15
12	SECURITY CLEARANCE.....	18
13	DUTIES OF THE SERVICE PROVIDER.....	19
14	PROVISION OF SECURITY SERVICE(S).....	20
15	CONTROL ROOM.....	23
16	PROVISION OF SECURITY OFFICERS AND OCCURRENCE OF INCIDENTS.....	24
17	SUPERVISION OF SECURITY OFFICERS.....	26
18	TRAINING OF SECURITY OFFICERS.....	27
19	MONITORING AND TESTING OF SECURITY OFFICERS.....	28
20	SERVICE PROVIDER’S EMPLOYEES.....	29
21	IDENTIFICATION ( <i>STANDARD ISSUED ITEM</i> ).....	30
22	STANDARD SECURITY EQUIPMENT ( <i>STANDARD ISSUED ITEM</i> ).....	31
23	SECURITY AID (STANDARD ISSUED ITEM,).....	35
24	COMMUNICATION.....	39
25	HOUSING AND ABLUTION FACILITIES.....	41
26	MOBILE PATROL.....	41
27	ACCESS AND EGRESS CONTROL.....	46
28	VISITOR MANAGEMENT SYSTEM INCLUDING SCANNING DEVICES.....	49
29	SEARCHING OF PERSONS AND VEHICLES.....	53
30	PATROL SERVICES.....	53
31	GUARD PATROL MONITORING SYSTEM INCLUDING ELECTRONIC SIGN-ON AND OFF-DUTY.....	54
32	INCIDENT MANAGEMENT.....	55
33	ADVERTISING AND TRADING.....	58
34	INTIMIDATION.....	58
35	PENALTIES.....	58
36	PRICE.....	61
37	PAYMENT.....	61
38	WARRANTIES BY THE SERVICE PROVIDER.....	62

39	TOTAL OR PARTIAL FAILURE TO PERFORM THE SCOPE OF SERVICES .....	63
40	NON-CONFORMANCE OF SERVICE PROCURED .....	64
41	TERMINATION .....	64
42	CANCELLATION .....	65
43	BREACH AND CONSEQUENCE.....	65
44	CESSION OR DELEGATION .....	67
45	IMPOSSIBILITY OF PERFORMANCE.....	68
46	INSOLVENCY .....	68
47	PROTECTION OF PERSONAL DATA .....	68
48	CONFIDENTIALITY .....	70
49	INSURANCE.....	70
50	LIABILITY.....	71
51	WAIVER .....	72
52	PARTIAL INVALIDITY .....	72
53	DISPUTE RESOLUTION AND ARBITRATION.....	72
54	NOTICES AND DOMICILIUM.....	73
55	WHOLE AGREEMENT .....	74
56	VARIATION OF THE CONTRACT .....	74
57	RELAXATION .....	74
58	REPRESENTATION OR AGENCY .....	74
59	RULE OF CONSTRUCTION.....	74
60	SEVERABILITY .....	74
61	SIGNATURE.....	74
62	SCHEDULES AND ANNEXURES .....	75

## BACKGROUND

**ETHEKWINI MUNICIPALITY** acting through the Security Management Unit has contracted \_\_\_\_\_ *Company Name* \_\_\_\_\_ *Registration Number* ("the Service Provider") to provide eThekweni Municipality, \_\_\_\_\_ *Registration Number* (the Client) with Land Invasion Control Security Services: Armed (LIC) Security Officers And General Workers For The Period Of Thirty-Six (36) Months. The Parties agree that Client's *Standard Conditions of Tender (2019)*, *Client's special conditions of tender*, *General Conditions of Contract (NT Circular 52: July 2010)*, *Special Conditions of Contract*, *Schedule of Requirements*, *Service Level Agreement* shall exclusively form part of the Agreement between the Parties.

**WHEREAS** the Client desires to obtain the Security Services of professionally trained and duly qualified security officers from the Service Provider to perform Security Services on the property of the Client Business Unit, and

**WHEREAS** the Service Provider is willing and able to render these Security Services to the eThekweni Municipality,

### **NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

The Client, hereby appoints the Service Provider to provide, and The Client undertakes to accept the provision of Security Services provided for herein, as formally agreed between the Parties and in accordance with this Agreement; and

the Service Provider hereby undertakes to provide the Security Services provided for herein, as formally agreed between the Parties and in accordance with this Agreement.

## **1 INTERPRETATIONS AND DEFINITIONS**

### **1.1 INTERPRETATIONS**

- (a) Headings to clauses are inserted for convenience only and shall not be used in interpreting this Agreement.
- (b) Unless the context clearly indicates a contrary intention, an expression which denotes
  - (i) any gender includes the other gender;
  - (ii) a reference to a natural person shall include a legal entity and *vice versa*; and
  - (iii) the singular shall include the plural and *vice versa*.

### **1.2 DEFINITIONS**

- (a) "**AFSA**" means the Arbitration Foundation of South Africa;
- (b) "**ad hoc service**" means a temporary Security Service or for a specific purpose only;
- (c) "**Agreement**" means this Agreement and its associated schedules and/or annexures and/or appendices, and/or schedules, including the Schedule of Requirements/Work Orders, the technical specifications for the Goods/Services and such special conditions as shall apply to this Agreement, together with the General Tender Conditions and any additional provisions in the

associated bid documents tendered by the Service Provider [as agreed, in writing, between the Parties], the Individual Agreement which collectively and exclusively govern the provision of Services and provision of ancillary Services by the Service Provider to the Client;

- (d) **"Assignment"** refers to the transfer of rights and obligations in a contract from an assigner to an assignee.
- (e) **"Authorised Officer"** means any person authorised by the owner of any public premises or any public vehicle to act in terms of the provisions of section 2 of the Control of Access to Public Premises and Vehicles Act, 53 of 1985;
- (f) **"Background Intellectual Property"** means all Intellectual Property introduced and required by either Party to give effect to their obligations under this Agreement owned in whole or in part by or licensed to either Party or their affiliates prior to the Commencement Date or developed after the Commencement Date otherwise pursuant to this Agreement;
- (g) **"Business Day(s)"** means Mondays to Fridays between 07:30 and 16:00, excluding public holidays as proclaimed in South Africa;
- (h) **"Business Unit"** means an operating division or specialist Unit of the eThekweni Municipality;
- (i) **"Client"** means eThekweni Municipality acting through the Security Management Unit.
- (j) **"Commencement Date"** means the date on which this agreement shall commence notwithstanding the signature date.
- (k) **"Confidential Information"** means any information or other data, whether in written, oral, graphic or in any other form such as in documents, papers, memoranda, correspondence, notebooks, reports, drawings, diagrams, discs, articles, samples, test results, prototypes, designs, plans, formulae, patents, or inventor's certificates, which a Party discloses or provides to the other Party [intentionally or unintentionally, or as a result of one Party permitting the representative of the other Party to visit any of its premises], or which otherwise becomes known to a Party, and which is not in the public domain and includes, without limiting the generality of the term:
  - (i) information relating to methods of operation, data and plans of the disclosing Party;
  - (ii) the contents of this Agreement;
  - (iii) private and personal details of employees or clients of the disclosing Party or any other person where an onus rests on the disclosing Party to maintain the confidentiality of such information;
  - (iv) any information disclosed by either Party and which is clearly marked as being confidential or secret;
  - (v) information relating to the strategic objectives and planning of the disclosing Party relating to its existing and planned future business activities;
  - (vi) information relating to the past, present and future research and development of the disclosing Party;

- (vii) information relating to the business activities, business relationships, products, services, customers, clients and Subcontractors of the disclosing Party where an onus rests on the disclosing Party to maintain the confidentiality of such information;
  - (viii) information contained in the software and associated material and documentation belonging to the disclosing Party;
  - (ix) technical and scientific information, Know-How and trade secrets of a disclosing Party including inventions, applications and processes;
  - (x) Copyright works;
  - (xi) commercial, financial and marketing information;
  - (xii) data concerning architecture, demonstrations, tools and techniques, processes, machinery and equipment of the disclosing Party;
  - (xiii) plans, designs, concepts, drawings, functional and technical requirements and specifications of the disclosing Party;
  - (xiv) information concerning faults or defects in Goods, equipment, hardware or software or the incidence of such faults or defects; and
  - (xv) information concerning the charges, fees and/or costs of the disclosing Party or its authorised Subcontractors, or their methods, practices or service performance levels actually achieved;
- (l) **"Copyright"** means the right in expressions, procedures, methods of operations or mathematical concepts, computer program codes, compilations of data or other material, literary works, musical works, artistic works, sound recordings, broadcasts, program carrying signals, published editions, photographic works, or cinematographic works of the copyright owner to do or to authorise the doing of certain acts specified in respect of the different categories of works;
- (m) **"Controlling Officer"** means the person, nominated by a Security Management Unit of the eThekweni Municipality, as its delegated authority to represent the eThekweni Municipality's interests in relation to the Service(s) to be provided by the Service Provider in terms of this Agreement. The eThekweni Municipality's Controlling Officer shall be responsible for all key decisions and directives as may be required from time to time with regard to the ongoing provision of such Services by the Service Provider. The Controlling Officer shall include any other person designated by the Controlling Officer;
- (n) **"Contract Manager"** Director, Member, Owner, Management, Managing Director of the Service Provider
- (o) **"Dangerous object"** means any explosives or incendiary material, any explosive or incendiary device, any firearm, any gas, material, weapon or other article, object or instrument which may be employed to cause bodily harm to a person, or to render a person temporarily paralyzed or unconscious, or to cause damage to property, as well as anything the Minister may by notice in the Government Gazette declared to be a dangerous object for the purpose of this Act;

- (p) **"Data"** means all data, databases, documents, information, graphics, text or other material in an electronic or tangible medium which the Parties to this Agreement generate, collect, process, store or transmit in relation to their business;
- (q) **"Declaration Register"** means the written record at a eThekweni Municipality Site of any item(s) which a visitor to the Site declares to have on his/her person, including laptops and cell phones, prior to being permitted access to the premises;
- (r) **"Deployment Area"** means any area within a Site which is identified and controlled by the eThekweni Municipality where security officers will be deployed to render the Security Service;
- (s) **"Designs"** mean registered Designs and/or Design applications and will include the monopoly right granted for the protection of an independently created industrial design including designs dictated essentially by technical or functional considerations as well as topographies of integrated circuits and integrated circuits;
- (t) **"Emergencies"** means any alarm condition and/or fire, bomb threat, earthquake, armed robbery, armed attack, strike, riot, labour unrest, public upheaval, flood, lightning strike, explosion, physical attack on members of the public and employees of the eThekweni Municipality;
- (u) **"Expiry Date "**means the date on which this Agreement shall expire.
- (v) **"Firearm"** means any semi-automatic pistol, shotgun, rifle or assault rifle;
- (w) **"Incident"** includes but is not limited to any breach of security, unauthorised persons gaining access to the Site, unauthorised third party motor vehicles on the Site, bomb threats, suspicious persons or activity in or in the immediate vicinity of the Site, discovery of unattended and / or unknown and / or suspicious packages on the Site, breach of perimeter fencing at the Site, evidence of tampering with the eThekweni Municipality's equipment and security systems, theft and pilferage of eThekweni Municipality's property and/ or third party property, illegal possession of and/or smuggling of narcotic substances, firearms, counterfeit and any other illegal or contraband goods, loss or damage to or destruction of eThekweni Municipality's assets or property or third party property, hijacking or seizure of the eThekweni Municipality t's property including but not limited to facilities, equipment, vehicles and buildings and / or any death or injury to a person resulting from any action in an attempt to execute an incident;
- (x) **"Individual Agreement"** means a Site Specific operating procedure entered into between the Client and the Service Provider in respect of the Client's Business Unit;
- (y) **"Intellectual Property"** means Patents, Designs, Know-How, Copyright and Trade Marks and all rights having equivalent or similar effect which may exist anywhere in the world and includes all future additions and improvements to the Intellectual Property;
- (z) **"Know-How"** means all Confidential Information of whatever nature relating to the Intellectual Property and its exploitation as well as all other Confidential Information generally relating to the Client's field of technology, including technical information, processing or manufacturing techniques, Designs, specifications, formulae, systems, processes, information concerning materials and marketing and business information in general;

- (aa) **"Labour unrest incidents"** means the definition of labour unrest is when eThekweni Municipality staff members or security staff of the Service Provider is engaged in strikes, unrest or intimidation.
- (bb) **"NKPA"** means the National Key Points Act, 102 of 1980;
- (cc) **"NQF"** means National Qualifications Framework;
- (dd) **"Parties"** means the Client and the Service Provider together with their subsidiaries, divisions, Business Units, successors-in-title and their assigns; and
- (ee) **"Party"** means either one of these Parties;
- (ff) **"Persistent Minor Breach"** means five (5) consecutive occurrences, over a period of six (6) months, in respect of the same or similar minor breaches (as defined in the Individual Agreements) which relate to non-compliance and/or accumulation of penalties by the Service Provider ;
- (gg) **"Permitted Purpose"** means any activity or process to be undertaken or supervised by a Staff member of one Party during the term of this Agreement, for which purpose authorised disclosure of the other Party's Confidential Information or Intellectual Property is a prerequisite in order to enable such activity or process to be accomplished;
- (hh) **"Public Premises"** means any premises/office(s), structure, hall, room, office, convenience, land, enclosure, or water surface which is the property of, or is occupied or used by, or is under the control of, the Municipality, and to which a member of the public has a right of access, or is usually admitted or to which he may be admitted;
- (ii) **"Purchase Order(s)"** means official orders issued by Security Management Unit to the Service Provider for the supply of Goods or Services;
- (jj) **"PSIRA"** means the Private Security Industry Regulatory Authority;
- (kk) **"SASSETA"** means the Safety & Security Sector Education and Training Authority;
- (ll) **"Security Officer(s)"** means the Service Provider's employees, including but not limited to security guards (all grades), security supervisors, security inspectors and area managers;
- (mm) **"Security Service(s)"** means one or more Security Services or activities as contemplated in the Private Security Industry Regulation Act;
- (nn) **"Service Provider"** means \_\_\_\_\_;
- (oo) **"Site"** means any eThekweni Municipality area or premises where Security Services are required as determined by the eThekweni Municipality;
- (pp) **"Supervisor"** means a shift supervisor (who is at least at a Grade B level) appointed by the Service Provider as such;
- (qq) **"Tax Invoice(s)"** has the meaning given to that term in the Value-Added Tax Act, 89 of 1991;
- (rr) **"Termination Date"** means the date this Agreement is cancelled.
- (ss) **"IMU"** means the eThekweni Municipality's Information Management Unit;
- (tt) **"VAT"** means Value-Added Tax in terms of the Value-Added Tax Act, 89 of 1991; and

- (uu) **"Work Order(s)"** means a detailed scope of work for security service required by the Client, including the timeframes, deliverables, Sites and the Deployment Area, resources, applicable rates and costs for the supply of the Service to the Client, which may be appended to this agreement from time to time;

## **2 THE NATURE AND SCOPE OF THE AGREEMENT**

- 2.1 The Security Services to be provided by the Service Provider are as outlined in the Tender Document issued by the Client and as specified in the Service Provider's bid document and Scope of Work(s). In the event of a conflict between the Tender Document and this Agreement, then the provisions of the Tender Document shall prevail.
- 2.2 This Agreement is an umbrella agreement for the provision of Security Services at the Sites to be agreed upon between the Parties. The Service Provider and the Client shall hereinafter enter into Individual Agreements (which shall be in compliance with 2.1 above) in respect of the Client's business units for particular individual Sites where Security Services are to be provided under the terms and conditions of this Agreement together with any special conditions required by the Client and included in the Individual Agreement(s).
- 2.3 The delivery of Security Services that meet the Client's requirements and specifications shall be controlled by Purchase Orders to be issued by the Client and executed by the Service Provider in accordance with the Agreement.
- (a) Such Purchase Orders shall be agreed upon between the Parties from time to time, subject to the terms of the relevant Scope of work(s) and the provisions of clause 2.2 above.
- (b) Each properly executed Purchase Order forms an inseparable part of the Agreement as if it were fully incorporated into the body of the Agreement.
- 2.4 During the period of the Agreement, both Parties can make written suggestions for amendments to the Scope of Work(s) in accordance with procedures set out in **clause 56 (VARIATION OF THE CONTRACT)** A Party will advise the other Party within fourteen (14) Business Days, or such other period as mutually agreed, whether the amendment is acceptable.
- 2.5 Time will be of the essence, and the Service Provider will perform its obligations under the Agreement in accordance with the timeframe(s) [if any] set out in the relevant schedule or Purchase Order, save that the Service Provider will not be liable under this clause if it is unable to meet such obligation within the time required as a direct result of any act or omission by the Client, and it has used its best endeavours to advise the Client of such act or omission. In the event of such delay, any time deadlines detailed in the relevant schedule or Purchase Order shall be extended by a period equal to the period of that delay.
- 2.6 In the event of any conflict between the term, provisions or conditions of any Individual Agreement and this Agreement, the provisions of this Agreement shall take precedence. However, the Parties may agree that certain term, provisions or conditions of the Individual Agreement shall prevail over this Agreement.

### **3 AUTHORITY OF PARTIES**

- 3.1 Nothing in the Agreement will constitute or be deemed to constitute a partnership between the Parties or constitute or be deemed to constitute the Parties as agents or employees of one another for any purpose or in any form whatsoever.
- 3.2 Neither Party shall be entitled to, or have the power or authority to
- (a) enter into an agreement in the name of the other; or
  - (b) give any warranty, representation or undertaking on the other's behalf; or
  - (c) create any liability against the other or bind the other's credit in any way or for any purpose whatsoever.

### **4 COMMENCEMENT DATE**

- 4.1 Notwithstanding the date of signature of this Agreement, it shall commence on the date of signature by the last party to sign this Agreement..

### **5 RISK MANAGEMENT**

- 5.1 Where the Client determines appropriate, within thirty (30) calendar days from the date of contract signature, the Parties are to meet to prepare and maintain a contract Risk Register. The Risk Register shall include a description of the risks and a description of the actions which are to be taken to avoid or reduce these risks which both Parties shall jointly determine.
- 5.2 The Service provider shall elaborate on the control measure put in place by their entity which should mitigate the risk to the Client pertaining to potential non-performance by a Service provider in relation to but not limited to
- (a) Quality and specification delivered.
  - (b) Continuity of supply
  - (c) Cost reduction
  - (d) Compliance with PSIRA ACT
- 5.3 Contract progress meetings shall be held monthly, or unless otherwise agreed between the Parties in writing. The purposes of these progress meetings shall be to capture the number of late deliverables against agreed milestones, actual costs against payment plans, performance issues or concerns, contract requirements not achieved, the status of previous corrective actions and risk management. Minutes of meetings shall be maintained and signed off between the Parties throughout the contract period.

### **6 PERFORMANCE MONITORING**

- 6.1 For contract awards that are greater than ten million rand (R10m), the Service Provider shall be subjected to "Performance Monitoring" assessments in terms of the applicable Section of the Council's current Supply Chain Management Policy.
- 6.2 The Service Provider guarantees that it will achieve service level standards on the following measures:

- (a) Site Coverage (Quantity, Quality, and Specification deployed)
  - (b) Safety (Incidents per area of deployment)
  - (c) Inspections (Compliance to contract obligations)
  - (d) General Performance (Turnaround times, Quality of feedback, Accessibility and availability, Reliability, Customer satisfaction *in terms of Service Level Agreement*)
- 6.3 In the event the Service Provider does not achieve the above-mentioned service level standard the Client will receive ten percent (10%) penalty/rebate on the monthly invoice amount payable in the following month.
- 6.4 Failure by the Service Provider to comply with stated service level requirements will give the Client the right to cancel the contract in whole or in part, without penalty, giving thirty (30) calendar days' notice to the Service Provider of its intention to do so.

## **7 MEETINGS**

- 7.1 An experienced national account representative(s) is required to work with the Client. Additionally, there shall be a minimal number of people fully informed and accountable for this agreement. The Client reserves the right to request that any member of the Service providers team involved in the Client account be replaced if deemed necessary by the Client.
- 7.2 The Service Provider shall assign officers to attend weekly meetings with the Client's Controlling Officer or his delegate at the Sites agreed upon between Parties to discuss the matters relating to the provision of the Security Service(s), including but not limited to performance related matters on the dates agreed to between Parties from time to time.
- 7.3 The members of the Service Provider who attend the weekly meetings must have the delegated power to make decisions and sign off deviations which will have financial implications for the Service Provider. The Service Provider shall be bound by such decisions agreed upon with the assigned officer(s) of the Service Provider.
- 7.4 A managing member or director of the Service Provider shall be required to attend monthly meetings with the Client's Controlling Officer or his delegate on the date to be agreed on between the Parties, to discuss matters relating to the risk and execution of Security Services and the administration of the Agreement, including but not limited to the performance by the Service Provider of the Security Service(s) in terms of this Agreement.
- 7.5 The Client shall take and retain the minutes of these meetings, which shall be signed by both Parties and made available to the Service Provider. In recording these minutes, the Client may make use of a recording device.

## **8 CLIENT'S OBLIGATIONS**

- 8.1 The Client undertakes to promptly comply with any reasonable request by the Service Provider for information, including information concerning the Client's operations and activities, that relates to the Services as may be necessary for the Service Provider to perform the Services, but for no other purpose. However, The Client's compliance with any request for information is subject to any internal security

rules and requirements and subject to the observance by the Service Provider of its confidentiality obligations under the Agreement.

- 8.2 The Service Provider shall give the Client reasonable notice of any information it requires in accordance with **sub-clause 8.1** above.
- 8.3 Subject to the **clause 20 (SERVICE PROVIDER'S EMPLOYEES)** the Client agrees (where it is possible) to provide the Service Provider or its Personnel such access to and use of its facilities as is necessary to allow the Service Provider to perform its obligations under the Agreement.

## **9 GENERAL OBLIGATIONS OF THE SERVICE PROVIDER**

9.1 The Service Provider shall:

- (a) respond promptly to all complaints and enquiries from the Client;
- (b) inform Client immediately of any dispute or complaint arising in relation to the provision of the Services;
- (c) conduct its business in a professional manner that will reflect positively upon the Service Provider and the Service Provider's Services;
- (d) keep full records clearly indicating all transactions concluded by the Service Provider relating to the performance of the Services and keep such records for at least five (5) years from the date of each such transaction;
- (e) obtain, and at all times maintain in full force and effect, any and all licences, permits and the like required under applicable laws for the provision of the Services and the conduct of the business and activities of the Service Provider;
- (f) observe and ensure compliance with all requirements and obligations as set out in the labour and related legislation of South Africa, including the Occupational Health and Safety Act, 85 of 1993, as may be amended from time to time;
- (g) comply with all applicable environmental legislation and regulations, demonstrate sound environmental performance and have an environmental management policy which ensures that its products, including the Goods/Services or ancillary Services are procured, produced, packaged, delivered and are capable of being used and ultimately disposed of in a way that is environmentally appropriate; and
- (h) ensure the validity of all renewable certifications, including but not limited to its Tax Clearance Certificate and B-BBEE Verification Certificate, PSIRA certificate for the duration of the Agreement. Should the Service Provider fail to present the Client with such renewals as they become due, the Client shall be entitled, in addition to any other rights and remedies that it may have in terms of the Agreement, to terminate the Agreement forthwith without any liability and without prejudice to any claims which the Client may have for damages against the Service Provider.

9.2 The Service Provider acknowledges and agrees that it shall at all times:

- (a) render the Services and perform all its duties with honesty and integrity;

- (b) communicate openly and honestly with the Client and demonstrate a commitment to performing the Services timeously, efficiently and to the required standards;
- (c) endeavour to provide the highest possible standards of service and professionalism, with a reasonable degree of care and diligence;
- (d) use its best endeavours and make every diligent effort to meet agreed deadlines;
- (e) treat its own Personnel, as well as all the Client's officers, employees, agents and consultants, with fairness and courtesy and respect for their human rights;
- (f) practice and promote its own internal policies aimed at prohibiting and preventing unfair discrimination;
- (g) treat all enquiries from the Client in connection with the Services with courtesy and respond to all enquiries promptly and efficiently. Where the Service Provider is unable to comply with the provisions of this clause, the Service Provider will advise the Client of the delay and the reasons therefor and will keep Client informed of progress made regarding the enquiry;
- (h) when requested by the Client, provide clear and accurate information regarding the Service Provider's own policies and procedures, excluding Know-How and other Confidential Information, except where a non-disclosure undertaking has been entered into between the Parties;
- (i) not allow a conflict of interest to develop between its own interests [or the interests of any of its other customers] and the interests of the Client;
- (j) not accept or offer, nor allow, induce or promote the acceptance or offering of any gratuity, enticement, incentive or gift that could reasonably be regarded as bribery or an attempt to otherwise exert undue influence over the recipient;
- (k) not mislead the Client or its officers, employees and stakeholders, whether by act or omission;
- (l) not otherwise act in an unethical manner or do anything which could reasonably be expected to damage or tarnish the Client's reputation or business image;
- (m) immediately report to the Client any unethical, fraudulent or otherwise unlawful conduct of which it becomes aware in connection with the Client or the provision of Services; and
- (n) ensure that at all times, during the currency of the Agreement, it complies with all obligations and commitments in terms of the provisions of the Income Tax Act, No 58 of 1962, the VAT Act or any other tax legislation relating to their liability for Income Tax, VAT, Standard Terms and Conditions of Contract - Services Pay as You Earn or any other tax. The Service provider shall further ensure the validity of its Tax Clearance Certificate for the duration of the Agreement.
- (o) not victimise, harass or discriminate against any employee of either Party to this Agreement or any applicant for employment with either Party to this Agreement due to their gender, race, disability, age, religious belief, sexual orientation or part-time status. This provision applies, but is not limited to employment, upgrading, work environment, demotion, transfer, recruitment, recruitment advertising, termination of employment, rates of pay or other forms of compensation and selection for training.

- (p) shall ensure that its employees, agents and Subcontractors will not breach any applicable discrimination legislation and any amendments and re-enactments thereof.

## 10 COMPLIANCE WITH STATUTES

- 10.1 This Agreement is exclusively governed by and construed in accordance with the laws of the Republic of South Africa and is subject to the jurisdiction of the courts of the Republic of South Africa.
- 10.2 In this Agreement, unless the context otherwise requires, references to a statutory provision include references to that statutory provision as from time to time amended, extended or re-enacted and any regulations made under it, provided that in the event that the amendment, extension or re-enactment of any statutory provision or introduction of any new statutory provision has a material impact on the obligations of either Party, the Parties will negotiate in good faith to agree such amendments to this Agreement as may be appropriate in the circumstances. If, within a reasonable period of time, the Service Provider and the Client cannot reach an agreement on the nature of the changes required or on modification of Prices, delivery schedules, warranties, or other terms and conditions, either Party may seek to have the matter determined in accordance with **clause 53 (DISPUTE RESOLUTION AND ARBITRATION)**
- 10.3 This Agreement may be signed in any number of counterparts, all of which, taken together, shall constitute one and the same instrument. Either Party may enter into this Agreement by signing any such counterpart.
- 10.4 The Service Provider shall comply with all relevant legislation, including, but not limited to:
- (a) the Private Security Industry Regulation Act, 2001, as amended;
  - (b) the Security Officers Act, 92 of 1987, as amended;
  - (c) the Private Security Industry Levies Act, 23 of 2002;
  - (d) the National Key Points Act, 102 of 1980, as amended;
  - (e) the Critical Infrastructure Protection Act 8 of 2019 , as amended;
  - (f) the Firearms Control Act, 60 of 2000, as amended.
  - (g) the Criminal Procedure Act, 51 of 1977, as amended;
  - (h) the Control of Access to Public Premises and Vehicles Act, 53 of 1985, as amended;
  - (i) the Basic Conditions of Employment Act, 75 of 1997;
  - (j) the Compensation for Occupational Injuries and Diseases Act, 130 of 1993, as amended;
  - (k) the Independent Communications Authority of South Africa Act, 13 of 2000, as amended;
  - (l) the provincial ordinances and local authority by-laws, including all relevant regulations promulgated in terms thereof;
  - (m) the Occupational Health and Safety Act, 85 of 1993, as amended. The Service Provider specifically undertakes to carry out its obligations in accordance with the requirements of and to comply with all requirements of the relevant legislation, including the appointment of officials. This will include monthly minutes of Health and Safety meetings that were conducted or a

certification in which the Service Provider confirms that such meetings did take place as per specific Sites in question;

- (n) any other legislation and regulations and/or in-house specific policies, procedures, NOSA guidelines that govern some of the Client's Business Units;
- (o) the Codes of Good Practice embodied in the Broad Based Black Economic Empowerment Act, 53 of 2003;
- (p) the Income Tax Act, 58 of 1962; and
- (q) the Value-Added Tax Act, 89 of 1991.

10.5 Compliance with all applicable legislation shall be entirely at the Service Provider's cost.

10.6 The Service Provider shall be liable for any breach by any one or more of its security officers, employees, servants, permitted agents, and Service Providers (independent or otherwise) of the provisions of this clause and hereby indemnifies and holds the Client harmless against all claims, loss or damage which the Client may suffer arising out of all such breaches.

## **11 SUBCONTRACTING**

11.1 The Client has, in the SCM policy, made accommodations for subcontracting to advance targeted groups. It is a condition of this Agreement that a minimum of **40%** or more of the work, based on the contract value, must be subcontracted to targeted groups, where possible, which are defined as follows:

- (a) women
- (b) youth
- (c) People with disability
- (d) military veterans

11.2 The Service Provider may only enter into a subcontracting arrangement or replace a subcontractor with the approval of the Client.

11.3 The Service Provider shall appoint and enter into an agreement with a subcontractor and ensure that necessary skills and expertise are transferred to the subcontracted entity for the contract duration and will ultimately be accountable for the quality of services rendered by the subcontracted entity. The Subcontractor appointed by the Service Provider shall;

- (a) be registered on the National Treasury Central Supplier Database
- (b) Comply with all mandatory criteria requirements.
- (c) Comply with Tax regulations and all other applicable relevant regulations.

11.4 Prior to the commencement of this Agreement, the Service Provider shall provide the Client with a subcontracting agreement in line with the risk management plan, which shall contain the details of subcontractor(s), the activities/business to be provided by the subcontractor(s) and compliance documents. Furthermore, the Service Provider shall indicate the measure of how the forty per cent (40%) of subcontracting is calculated to substantiate the requirement of subcontracting a minimum of forty per cent (40%). The Client reserves the right to accept or reject the detailed measure referred to above.

- 11.5 If the Service Provider subcontracts a portion of the contract to another person without declaring it to the Client, the Client reserves the right to penalise the Service Provider up to 10% of the value of the contract.
- 11.6 Where the Service Provider seeks to replace a subcontractor, the Client shall be entitled to obtain representations or input from the initial subcontractor who was part of the contracting process whose credentials were used in the Service Provider's contract submission. the Client shall consider input from all parties concerned, in order to take a decision on the proposed replacement of the subcontractor. The subcontracting arrangement or contract remains between the Service Provider (main contractor) and the subcontractor.
- 11.7 Should the Client approve the Service Provider's subcontracting arrangement, the Service Provider and not the Sub-contractor will at all times be held liable for performance in terms of its contractual obligations. The appointment of any sub-Contractor shall not relieve the Service Provider from any liability or obligation under this Contract and the Service Provider shall be responsible for the acts, defaults and neglects of such sub-Contractor as fully as if they were the act, defaults or neglects of the Service Provider.
- 11.8 The Service Provider may not subcontract in such a manner that the overall value of the contract is reduced to below the stipulated minimum threshold of 40% of the total contract value.
- 11.9 The Service Provider may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the Service Provider, unless the contract is subcontracted to an Exempted Micro Enterprise (EME) that has the capability and ability to execute the Subcontract.

#### **11.10 PAYMENT TO SUB-CONTRACTOR(S)**

- (a) The Service Provider shall be liable and responsible for payment to the sub-contractor on time, as agreed, and shall submit monthly invoices and proof of payment to the subcontracted entity every month. Additional documents maybe be required for submission prior to the commencement of the contract.
- (b) the Client reserves the right, in its sole discretion, to make payment directly to the sub-contractor of the Supplier/Service Provider, subject to the following conditions:
- (i) Receipt of an undisputed invoice from the sub-contractor; and
  - (ii) Receipt of written confirmation from the Service Provider that the amounts claimed by the sub-contractor are correct and that the services for which the sub-contractor has requested payment were rendered to the satisfaction of the Supplier/Service Provider, against the required standards.
- (c) Nothing contained in this clause must be interpreted as bestowing on any sub-contractor a right or legitimate expectation to be paid directly by the Client. Furthermore, this clause does not bestow any right or legitimate expectation on the Supplier/Service provider to demand that the Client pay its subcontractor directly. The decision to pay any sub-contractor directly, remains that of the Client alone.

- (d) The Service Provider remains liable for its contractual obligations under the Agreement, including all services rendered by the sub-contractor.
- (e) This clause does not establish any contractual relationship between the Client and any sub-contractor of the Service Provider, whatsoever.

#### **11.11 NON-COMPLIANCE PENALTIES FOR SUBCONTRACTING**

- (a) Breach of subcontracting obligations provides the Client cause to terminate the contract in certain cases where there is a material Non-compliance.
- (b) If the Service Provider fails to comply with the **clause 11 (SUBCONTRACTING)**, the Service Provider shall pay a Non-Compliance penalty ("Non-compliance Penalty") to the Client in respect of such Non-compliance, payable in Rands.
- (c) Such penalty shall be calculated based on the difference in value between the committed and delivered subcontracting value (i.e. 100% of the undelivered subcontracting value) plus an additional 10% (ten per cent) of such difference. The penalty shall increase by 5% every time the minimum threshold of 40% is unmet.
- (d) If any Non-compliance Penalty arises, the Controlling Officer shall issue a Non-compliance Penalty Certificate indicating the Non-compliance Penalties which have accrued during that period.
- (e) A Non-compliance Penalty Certificate shall be prima facie proof of the matters to which it relates. If the Service Provider disputes any of the amounts set out in a Non-compliance Penalty Certificate:
  - (i) the dispute shall be resolved in accordance with the provisions of the Agreement; and
  - (ii) if pursuant to that referral, it is determined that the Service Provider owes any amount to the Client pursuant to the Non-compliance Penalty Certificate, then the Service Provider shall pay such amount to the Client within 10 (ten) Business Days or as agreed, of the determination made pursuant to such determination and an accompanying valid Tax Invoice.

#### **11.12 PAYMENT OF NON-COMPLIANCE PENALTIES FOR SUBCONTRACTING**

- (a) Subject to **sub-clause 12.11** above, the Service Provider shall pay the Non-compliance Penalty indicated in the Non-compliance Penalty Certificate within 10 (ten) Business Days of the Client issuing a valid Tax Invoice to the Service Provider for the amount set out in that certificate. If the Client does not issue a valid Tax Invoice to the Service Provider for Non-compliance Penalties accrued during any relevant period, those Non-compliance Penalties shall be carried forward to the next period.
- (b) The Service Provider shall pay the amount due within 10 (ten) days after receipt of a valid Tax Invoice from the Client, failing which the Client shall, without prejudice to any other rights of the

Client under this Agreement, be entitled to call for payment which may be in any form the Client deems reasonable and/or appropriate.

- (c) Should the Service Provider fail to pay any Non Compliance Penalties within the time indicated above (as applicable), the Client shall be entitled to deduct (set off) the amount not paid by the Service Provider from the account of the Service Provider in the ensuing month.
- (d) The Non Compliance Penalties set forth in this Clause are stated exclusive of VAT. Any VAT payable on Non Compliance Penalties will be for the account of the Service Provider.

## **12 SECURITY CLEARANCE**

- 12.1 The Service Providers, Subcontractor, Personnel may be subjected to security screening and vetting by the following statutory bodies;
  - (a) State Security Agency (SSA)
  - (b) Private Security Industry Regulation Authority (PSIRA)
  - (c) South African Police Service (SAPS)
  - (d) Metro Police (MP)
- 12.2 The State Security Agency [SSA] may, from time to time, require Security Officers who are deployed at the National Key Points to undergo a security screening process. In such cases the Service Provider will cooperate with the Client to provide the necessary information within the stipulated time pertaining to the Security Officers in question, as required by SSA in order to perform this security screening exercise.
- 12.3 The Service Provider is responsible for the costs of the vetting of all its Security Officers required for duty at National Key Points and must price this Security Service accordingly.
- 12.4 The number of Security Officers required at NKPs can be found in the scope of work Schedule 10 and if required adjusted by the Client from time to time. However, it is the Service Provider's responsibility to have sufficient vetted Security Officers in reserve to replace other vetted Security Officers on short notice.
- 12.5 The Service Provider is responsible for the cost of the vetting of all its security officers required for duty at National Key Points and must price this Security Service accordingly. The number of security officers required can be found in the schedule of quantities and if required, adjusted by the Client from time to time. However, it is the Service Provider's responsibility to have sufficient vetted security officers in reserve to replace other vetted security officers on short notice.
- 12.6 When deployed in the Client's National Key Point, the Service Provider and its personnel providing the services and the appointed Service Provider's sub-contractor, and its personnel must obtain security clearance from the appropriate authorities to the level of **CONFIDENTIAL/ SECRET/TOP SECRET**.
- 12.7 The municipality reserves the right to terminate the contract should: -
  - (a) the bidder and/or its personnel fail the SSA screening at any point during the course of the agreement.
  - (b) sub-contractors and/or its personnel fail the SSA screening at any point during the course of the agreement.

### 13 DUTIES OF THE SERVICE PROVIDER

- 13.1 The Service Provider shall exercise the necessary care and diligence in fulfilling its obligations and rendering its Security Services in terms of this Agreement.
- 13.2 The Service Provider shall ensure that the security officers provided in terms of this Agreement observe the Client's safety rules and regulations, operating methods, policies and procedures whilst providing the Security Services under this Agreement.
- 13.3 The Service Provider undertakes that it shall, as soon as is practically possible, before the commencement of this Agreement, make all the relevant provisions of this Agreement known to all the security officers provided in terms hereof.
- 13.4 The Service Provider shall require its security officers to attend and, if necessary, to testify in court proceedings, as well as in disciplinary and arbitration proceedings should the Client deem it necessary, provided that the Client has notified the Service Provider within a period of forty-eight (48) hours before the start of the proceedings that the presence and co-operation of the Service Provider's security officer(s) is required by the Client. This requirement will survive termination of the Agreement for pending or outstanding cases existing at that time.
- 13.5 Pursuant to **sub-clause 13.4** above, should a security officer be required to testify during his/her shift, a replacement security officer of the same grade must be provided by the Service Provider. The Client shall be liable for the costs of both these security officers.
- 13.6 The Service Provider shall ensure that the security officers provided in terms of this Agreement:
- (a) work shifts and/or overtime as and when required by the Client and agreed upon by the Parties from time to time, and in compliance with relevant legislation and/or sectoral determination for the Private Security Sector;
  - (b) are in a physically fit and mentally sound condition to perform their duties in terms of this Agreement;
  - (c) are continuously trained and retrained as prescribed by this Agreement or relevant legislation during the term of this Agreement;
  - (d) are subject to the code of conduct as agreed upon between the Parties on or before the Commencement Date. Subject to the agreement of the Parties herein, this code of conduct may be amended from time to time; and
  - (e) comply with all the requirements of any applicable legislation, including the Code of Conduct for Security Service Providers in terms of the Private Security Industry Regulation Act.
- 13.7 The Service Provider shall ensure that the security officers deployed at the Client's Sites in terms of this Agreement:
- (a) daily sign on and off duty as required by the Parties in the Site's occurrence book and the security officer's pocketbook. The Site's occurrence book, and or the attendance register must be signed by the Service Provider's Supervising Inspector parading the security officers;
  - (b) when on duty and where the use of a firearm is required, be in possession of a bullet- proof vest, a certified copy of the firearm licence and a firearm permit issued in terms of the Firearms

Control Act, 60 of 2000, as amended, and the Firearms Control Regulations issued in terms thereof;

- (c) when issued with a firearm, comply with the Firearms Control Act, 60 of 2000 and the Firearms Control Regulations issued in terms thereof;
- (d) when on duty, wear the uniform clothing in accordance with the provisions of this Agreement or Individual Agreement, including personal protective equipment as agreed upon between the Parties, which shall be provided by the Service Provider at its own cost; and
- (e) are fully aware of the Service Provider 's obligations with regard to the provision of Security Services in terms of this Agreement.
- (f) The Service Provider shall on or before signature of this Agreement provide the Client with certified copies of its current grievance and disciplinary procedures.

13.8 The Service Provider shall be required to accept responsibility in writing for the facilities and/or assets at a particular Site for which it has been contracted to provide Security Services in terms of this Agreement. It is therefore incumbent on the Service Provider to survey (inspect) the respective Sites for which it has been contracted to provide Security Services in order to identify any existing damage ("Current Damage") prior to accepting responsibility for such a Site. This record of Current Damage (two originals) must be signed by the Service Provider as well as by the Client. The one signed original should be handed to the Client's Controlling Officer. The Service Provider shall be liable for any subsequent loss or damage to such facilities or assets.

13.9 The Service Provider shall ensure that the security officers:

- (a) co-operate with any member of the South African Police Service, the South African National Defence Force, the State Security Agency or any other designated South African Government Security Agency in accordance with the provisions of Co-operation Agreements entered into between such entities and the Client; and
- (b) where no such Co-operation Agreements exist, the security officer shall allow a member of the security agencies mentioned above to enter any Site of the Client only when such a member produces valid proof to the satisfaction of the Authorised Officer of such member's official identification documentation.

## **14 PROVISION OF SECURITY SERVICE(S)**

14.1 The Service Provider shall:

- (a) provide all security officers and supervision necessary for the proper, efficient and economic performance of the Security Service and shall ensure that such performance is carried out in such a way that it will enable the Client to secure/protect its assets, infrastructure, employees and all the Client's authorised third parties within the Site(s), third party property and information, details of which the Service Provider has full knowledge of;
- (b) provide the necessary standard security equipment at its own cost as specified in the Individual Agreement, or as agreed in writing between the Parties from time to time, which, at all times, shall be clean and in good working order and good condition, including but not limited to the

following issued items to enable security officers to perform their duties in terms of this Agreement.

#### **Standard Identification**

- Uniforms with company insignia,
- Reflector with company insignia vest,
- Level 3 bulletproof (where applicable),
- personal protective equipment (PPE) (where applicable),
- Company identification cards/tag/disc, and
- PSIRA card,

#### **Standard Security Equipment**

- handheld metal detector,
- handcuffs,
- flashlight,
- Non-lethal firearms (where applicable)
- Firearms (where applicable)
  - Revolvers
  - Pistols
  - Rifles
- Guard Dog (where applicable)
  - German shepherds,
  - Rottweiler,
  - Doberman

#### **Standard Security Aid**

- Pocket book & pen,
- occurrence book with the eThekweni municipality logo,
- Security Registers
- Access Control Register,
  - Authorised visitors register [office and after-hours]
  - Authorised vehicle register [municipal vehicle and private]
- Security Breach Register
- Lost and found property register,
- Electronic equipment registers
- Key control register, where applicable
- All other registers that the municipality may require.
- duty rosters,
- duty list,
- duty sheet

#### **Standard Security Systems**

- Guard patrol monitoring system. with sign-on/off records
- Electronic Occurrence Book

- (c) provide the necessary additional security equipment as specified in the Individual Agreement or as agreed in writing between the Parties from time to time, which, at all times, shall be clean and in good working order and good condition, but not limited to the following items to enable Security Officers to perform their duties in terms of this agreement at additional cost.

### **Communication Equipment**

- digital handheld two-way radio,
- Mobile radios installed in motor vehicles,
- cell phones (where applicable)

### **Housing And Ablution Facilities**

- Guard Hut (where applicable)
  - 1.2m X 1.2M without verandah
  - 1.2m X 2.4M with verandah
  - 1.2m X 2.4M without verandah
  - 2.4m X 2.4M without verandah
- Portable Toilet (where applicable)

### **Mobile Patrol Tools**

- Motor vehicles installed with mobile radios and dispatch monitoring systems with Auto Vehicle Locator [AVL] (where applicable).
  - 4 X 4 double Cabs with roller shutters
  - 4 X 4 single Cabs with roller shutters
  - 4 X 2 double Cabs with roller shutters
  - 4 X 2 single Cabs with roller shutters
  - 5-door sedan/hatchback
- Electric Golf Cart (where applicable)
  - Two-wheel
  - Four-wheel
- Two-Wheel Segway (where applicable)
- Bicycle (where applicable)
- Mobile Security barrier-Razor wire (where applicable)

### **Security System**

- Guard patrol monitoring system, including electronic sign-on and off-duty (at service provider cost).
- Dispatch monitoring, Auto Vehicle Locator [AVL] and voice logging system, (to be included in the motor vehicle costs)
- Visitor management system (to be included in the scanning device costs)
- Electronic occurrence book (at service provider cost).
- Drone and tracking system, including a pilot (where applicable)

- (d) ensure that all of its security officers comply fully with the prescribed standard terms and conditions for all third parties entering the Client's Sites, the Client's operational and security procedures and policies, as they may be amended from time to time by the Client in its sole discretion, with the details all of which the Service Provider hereby confirms that it is fully and effectively acquainted with.

- (e) provide the Security Service(s) to the Client as outlined in the Scope of Work(s) / Purchase Order in respect of specific Sites referred to in the Individual Agreement.
  - (f) replace all manual security aids and procedures with deploying the latest security systems to keep accurate records and effective operations as agreed by both parties.
- 14.2 All original pages of books, registers or other documents used in the supply of the Security Service(s) shall immediately after they are full become the property of the Client, and shall be handed to the Client, against a signature recording receipt, for safe keeping and record purposes. The Client reserves the right to provide its own stationery to the Service Provider for such use on its Sites.
- 14.3 The Service Provider shall only increase or decrease the number of resources (personnel and security equipment) provided for in terms of this Agreement with prior written consent of the Controlling Officer, failing which the Client shall not be liable to pay the Service Provider 's costs for additional resources and shall impose the necessary penalties resulting from the provision of insufficient resources as stipulated in **clause 35 (PENALTIES)** of this Agreement.
- 14.4 The Client may from time to time and in writing require ad hoc additional Security Service(s) from the Service Provider under the same terms and conditions of this Agreement and where applicable in terms of the Individual Agreements.
- (a) The additional Security Services required in terms of **sub-clause 14.4** shall be provided for a period and within the time agreed upon by the Client and the Service Provider.
  - (b) The Service Provider shall provide additional security officers within one (1) hour from the time of receipt of a written request for additional Security Services or within such other times as the Parties may agree from time to time.
- 14.5 Should operational requirements require amendments to the Security Services, the Controlling Officer may from time to time request in writing such amendments to the Security Services, as set out in the Scope of Work(s), which amendments shall be agreed and signed by both Parties.
- 14.6 The Service Provider shall render the Security Service(s) in accordance with relevant legislation and in particular in accordance with the provisions of the Private Security Industry Regulation Act and the Code of Conduct for Security Service Providers published in terms of the said Act.
- 14.7 In the event of the Controlling Officer not being satisfied with the performance of any of the security officers provided by the Service Provider in terms of this Agreement, the Client shall notify the Service Provider in writing to forthwith remove that security officer and provide an equivalently qualified and trained substitute. The Client shall furnish the reasons for its dissatisfaction to the Service Provider in writing, provided the Parties shall keep these reasons confidential between themselves, unless agreed to the contrary in writing. The security officer so removed and replaced at the Client's request shall thereafter not be used for the provision of further Security Services to any other Business Unit of the Client.

## **15 CONTROL ROOM**

- 15.1 The Service Provider shall have an operating 24-hour manned control room within the Client's geographical boundary, that the Service Provider intends rendering the security services during the

period of the Agreement so that instructions and response to all incidents may be relayed through to the field staff timeously.

- 15.2 The Service Provider shall be in possession of a functional base station and two-way radios, cellular phones and permanently registered (PSTN) telephone/s, Dedicated e-mail with internet connectivity [ADSL / 3G / HSDPA /Router] at all times, Emergency / Hotline, for effective communication of the parties.
- 15.3 The Service Provider shall make provisions for such as backup power, off-site servers and storage during power shortages as contingent plan.
- 15.4 Failure by the service provider to comply with this clause constitute a material breach to this Agreement and shall entitle the Client in addition to any other rights and remedies that it may have, to terminate this Agreement without any liability and without prejudice to any claim which the Client may have for damages against the Service Provider.

## **16 PROVISION OF SECURITY OFFICERS AND OCCURRENCE OF INCIDENTS**

- 16.1 The security officers provided in terms of this Agreement for the duration of this Agreement, shall be registered with PSIRA and where applicable, with the National Key Points Secretariat as well, in terms of the NKPA and all other applicable laws.
- 16.2 Certified copies of the relevant certificates shall be submitted by the Service Provider to the Client as proof of the security officers' registration with PSIRA and other relevant authorities, on or before the Commencement Date, or within 1 day upon request.
- 16.3 The Client requires, as mandatory and material to this Agreement, that the Service Provider provides current non-criminal clearances (automated fingerprint identification) for each and every security officer to be deployed by the Service Provider to all the Client Sites. In this regard the Service Provider shall provide such certification on the following basis:
  - (a) The only acceptable certification will be that which has been issued by an official service provider appointed by the SAPS for the provision of this service or by the SAPS.
  - (b) Each certificate is valid for twelve (12) months only, whereafter it must be renewed prior to the expiry date of any such existing certification for a security officer.
  - (c) All costs for the production of non-criminal clearance certificates shall be borne by the Service Provider.
- 16.4 Should the Client so require, the Service Provider shall also provide a current Commercial Clearance Certificate (credit check) to the Client, in respect of security officer(s) at a specific Site or in respect of a specific security officer. All costs for the production of commercial clearance certificates shall be borne by the Service Provider.
- 16.5 The Service Provider shall only employ and post South African citizens or persons who have permanent resident status in South Africa for the performance of Security Services in terms of this Agreement and in accordance with PSIRA requirements.

- 16.6 When required to carry firearms by the Client, the Service Provider shall only deploy such security officers required to carry firearms that are licensed to do so in terms of the Firearms Control Act, 60 of 2000.
- 16.7 The Service Provider is responsible for all its employees to be deployed to the Client's Sites in terms of this Agreement to undergo medical examinations which shall, without limitation, include an eye examination by a registered optometrist, audiometric testing by a registered audiologist and communicable disease tests (e.g. TB), at the outset of the Agreement. This is to be finalised within the first month of the Agreement. The Client may withhold ten per cent (10%) of the monthly contract value for each month that the medical examinations have not been completed for all the Service Provider's employees deployed in terms of this Agreement and the medical certificates/reports have been handed to the Controlling Officer of the Client.
- (a) Should the Service Provider fail to complete the medical examinations as stipulated above within the first two (2) months of the Agreement, the Service Provider will be considered in breach of this Agreement, and the provisions of **clause 43 (BREACH AND CONSEQUENCE)** will apply.
- (b) Between the third last month and the second last (penultimate) month of the Agreement, an exit medical examination is to be carried out. The Service Provider is to provide the Client with copies of all records (medical certificates/reports) as well as keeping such records for the prescribed period in law. Twenty per cent (20%) of the final month's payment will be withheld until the Service Provider has complied with this provision. The Client reserves the right to monitor this process.
- 16.8 The security officers, at the Service Provider's cost, shall be required to attend an induction course, applicable awareness training and any other training required in terms of **clause 18 (TRAINING OF SECURITY OFFICERS)** of this Agreement.
- 16.9 The security officers shall perform their duties from Mondays to Sundays from 18:00 to 06:00 and/or from 06:00 to 18:00 or at such other times as may be required by the Client from time to time in respect of any particular Site.
- 16.10 The Service Provider shall post the security officers for duty at Sites indicated by the Client. These nominated Sites may vary from time to time according to the operational requirements of the Client.
- 16.11 The Service Provider shall ensure that security officers;
- (a) report for duty at the required time,
- (b) conduct the relevant inspections and
- (c) that the security officers remain at their posts for the agreed length of time,
- (d) remaining vigilant, awake and alert whilst on duty.
- (e) attend an off-duty parade with the relevant inspections or as agreed to by both Parties in the Individual Agreement.
- 16.12 The Service Provider shall take adequate steps to test its security officers in order to ensure that the security officers whom it deploys at the Client's Sites are not under the influence of alcohol or a drug

having a narcotic or other detrimental effect, failing which a penalty in terms of **clause 35 (PENALTIES)** of this Agreement shall be levied by the Client against the Service Provider.

16.13 For the purpose of **sub-clauses 16.11 and 16.12** and any other relevant clauses, the Client shall be entitled to monitor the security officers in terms of **clause 19 (MONITORING AND TESTING OF SECURITY OFFICERS)** of this Agreement.

16.14 The Service Provider 's Supervising Inspector posting the security officers per Site shall make an entry in the relevant Site occurrence book confirming the posting details of each security officer and confirming that the security officers are competent for duty and not under the influence of alcohol or a drug as contemplated in **sub-clause 16.12** above and thereafter confirm this in writing by inserting his or her name and surname in block letters and then append his or her signature against such entry. Failure to adhere to this procedure shall be construed as self-posting, and the Client shall be entitled to levy a penalty in accordance with the provisions of **clause 35 (PENALTIES)** of this Agreement.

16.15 The Service Provider shall:

- (a) on or before the Commencement Date, furnish the Client in writing with the information, as the Client may direct, of all its security officers it intends to deploy at the Client's Sites in terms of this Agreement;
- (b) certify this information as being true and correct and shall, at all times during the term of this Agreement, be kept up to date by the Service Provider. The Service Provider shall confirm, on a monthly basis, the correctness of the information by issuing a certificate in this regard to the Client. This information shall be furnished both manually and in electronic format to the Client; and
- (c) advise the Client of any changes to the information given to the Client in terms of **sub-clause 16.15(a)** above.

16.16 Should it be necessary to post a replacement officer onto a Site, the particulars of the security officer in question shall be provided, in writing, to the Client. Such replacement security officer shall comply with all the requirements that security officers are required to comply with, and the associated penalties in terms of **clause 35 (PENALTIES)** of this Agreement shall apply in the case of non-compliance.

16.17 In the event of an Incident occurring at any Site where security officers are posted as contemplated in this Agreement, the Service Provider shall be legally liable for any claims or damages incurred as a consequence of such Incident.

16.18 The Service Provider shall provide the Client with a correct and accurate daily shift posting sheet, failing which the Client shall be entitled to levy penalties in terms of **clause 35 (PENALTIES)** of this Agreement. For the purposes of control, the Client may register the security officers on its Time and Attendance System.

## **17 SUPERVISION OF SECURITY OFFICERS**

17.1 The Security Service shall be rendered by the security officers under the supervision of competent and qualified Supervising Inspector(s), whose details shall be provided by the Service Provider to the Client

on or before the Commencement Date of this Agreement or prior to the provision of the Security Service(s), as the case may be.

- 17.2 The Supervising Inspector(s) shall be required to carry out proper supervision of the security officers by means of regular visits during their hours of duty, which shall be a minimum of two visits per Deployment Area per Site per shift. The frequency, purpose and outcome of the visits shall be agreed upon between the Service Provider and the Client in the Individual Agreement.
- 17.3 The Service Provider's Supervising Inspector shall:
- (a) record such visits with a red ball-point pen in his or her occurrence book as well as in the pocket books of the security officers so visited;
  - (b) fully record all the findings made and also the steps taken to ensure compliance with the provisions of this Agreement; and
  - (c) ensure that his or her occurrence book is available, at all relevant times at the Site where the Security Service is provided, for purposes of inspection by the Client.
- 17.4 Subject to the requirements of the Client, the Service Provider shall take command of as well as control of the deployment of security officers on a daily basis, at the Client's designated Sites, in order to ensure effective and uninterrupted protection of the assets of the Client.

## **18 TRAINING OF SECURITY OFFICERS**

- 18.1 The Service Provider shall on or before the Commencement Date provide the Client with necessary proof of the qualifications of and the training undergone by all the security officers, before the Client shall permit the Service Provider to commence with the Security Service(s) and the deployment of its security officers.
- 18.2 Acceptable proof of qualification referred to in **sub-clause 18.1** above shall be:
- (a) An NQF or equivalent qualification and proof of relevant experience;
  - (b) Customer service training certificate (these must be submitted no later than 6 months after the commencement of the contract)
  - (c) PSIRA training competency certificate for the Grades A, B, or C; and registration with PSIRA;
  - (d) where applicable, NKPA registration and certificate
  - (e) where applicable, Firearm Competency and certificate
  - (f) where applicable Dog Handler Competency and certificate
  - (g) Proof of SASSETA training relating to firearms, tactical training, Dog Handler, Guard Dog, National Key Point [NKP] to be provided to the Client upon its specific request; and
- 18.3 The Service Provider shall ensure that its security officers undergo retraining/refresher training as may be required by applicable legislation and/or every six (6) months in a particular year or at such intervals as may be agreed upon between the Service Provider and the Client, from time to time.
- 18.4 All training and re-training requirements associated with this Agreement shall be for the account of the Service Provider and shall be conducted by accredited training institutions.

- 18.5 Before any security officer commences with his or her duties in terms of this Agreement, he or she must attend an induction course, arranged by the Client, which is intended to acquaint each security officer with the safety requirements and operational environment at the Sites of the Client. The Service Provider shall be responsible for the remuneration of its security officers during their attendance at such an induction course.
- 18.6 The Service Provider shall, at its own cost, and as often as it is reasonable and necessary, but at least once a year, ensure that training is provided to all its security officers to enable them to have a sufficient understanding of the essence of the applicable legal provisions regarding the regulation of the private security industry and the principles of the Code of Conduct for Security Service Provider regulations, as contemplated in regulation 11 (7) of the Code.

## **19 MONITORING AND TESTING OF SECURITY OFFICERS**

- 19.1 The Client shall be entitled to monitor the movements or activities of the security officers while on duty, either electronically or otherwise, without giving prior notice, written or otherwise, to the security officer or the Service Provider.
- 19.2 The Service Provider shall ensure that security officers to be posted on Sites agree in writing to the right of the Client to monitor their activities without their knowledge whilst on duty. Such consent shall be made available to the Client before the security officer commences his/her duties in terms of this Agreement.
- 19.3 The Client shall be entitled to inspect all security personnel to verify their attendance and knowledge of duties, conduct breathalyser tests or any other tests that may be necessary to establish that the security officers comply with the provisions of this Agreement. For the Client to be able to hold the Service Provider accountable for all aspects of services provided. The following inspection and enforcement measures will be periodically carried out:
- (a) Work performance inspection on guarded site.
  - (b) Appearance inspection on guarded site.
  - (c) Measurement of guard identification, qualifications, training, turnover rates, shortfalls, etc.
  - (d) Monitoring of the Quality Assurance Process.
  - (e) The overall quality of the Service Provider's performance.
  - (f) the job knowledge of individual security personnel,
  - (g) the effectiveness of training and
  - (h) the conduct and appearance of the security personnel.
  - (i) During these inspections, security personnel will identify themselves by;
    - (i) Name;
    - (ii) Rank; and
    - (iii) Guard PSIRA Number.
  - (j) Security personnel will answer pertinent questions based on Post or Standing Orders and their training experience.

- 19.4 The Client will immediately alert the Service Provider of any critical deficiencies found by the Client Representatives as a result of the above-noted inspection, and the Service Provider will take immediate remedial action to correct these deficiencies. Failure to do so may be considered grounds for default. Meetings with representatives of the Service Providers and the Client will be held, as required, to discuss the Service Provider's performance and proposed remedial action to correct deficiencies.
- 19.5 The Service Provider shall ensure that the security officers are informed of this clause and that the necessary consents are obtained and provided to the Client before any security officer commences his or her duties in terms of this Agreement.

## **20 SERVICE PROVIDER'S EMPLOYEES**

- 20.1 The Service Provider's Personnel shall be regarded at all times as employees, agents or Subcontractors of the Service Provider and no relationship of employer and employee shall arise between the Client and any Service Provider Personnel under any circumstances regardless of the degree of supervision that may be exercised over the Personnel by the Client.
- 20.2 The Service Provider warrants that all its Personnel will be entitled to work in South Africa or any other country in which the Services are to be performed.
- 20.3 The Service Provider will ensure that its Personnel comply with all reasonable requirements made known to the Service Provider by the Client concerning conduct at any Client's premises or any other premises upon which the Services are to be performed [including but not limited to security regulations, policy standards and codes of practice and health and safety requirements]. The Service Provider will ensure that such Personnel at all times act in a lawful and proper manner in accordance with these requirements.
- 20.4 The Client reserves the right to refuse to admit or to remove from any premises occupied by or on behalf of it, any Service Provider Personnel whose admission or presence would, in the reasonable opinion of the Client, be undesirable or who represents a threat to confidentiality or security or whose presence would be in breach of any rules and regulations governing Client's Personnel, provided that the Client notifies the Service Provider of any such refusal [with reasons why]. The reasonable exclusion of any such individual from such premises shall not relieve the Service Provider from the performance of its obligations under this Agreement.
- 20.5 The Service Provider agrees to use all reasonable endeavours to ensure the continuity of its Personnel assigned to perform the Services. If any re-assignment by the Service Provider of those Personnel is necessary, or if the Client advises that any such Personnel assigned are in any respect unsatisfactory, including where any such Personnel are, or are expected to be or have been absent for any period, then the Service Provider will promptly supply a replacement of equivalent calibre and experience, and any such replacement shall be approved by the Client prior to commencing provision of the Security Services, such approval not to be unreasonably withheld or delayed.
- 20.6 The Service Provider undertakes irrevocably in favour of the Client that it will do whatever is necessary to ensure that none of its employees who are employed in any way, directly or indirectly in connection with the performance of the Security Service, will have any entitlement to, or expectation of, further

employment on or in connection with any of the work which forms the subject matter of this Agreement beyond the termination (for any reason whatsoever) of this Agreement.

20.7 In addition to the recourse that the Client has against the Service Provider for a breach of any one or more of the provisions of this Agreement by the Service Provider, the Client shall also have a claim against the Service Provider for any breach by it of the provisions of **sub-clause 20.1**. The Service Provider accordingly hereby indemnifies the Client and holds it harmless against all claims, of whatever nature and howsoever arising, as well as all legal costs incurred as a result of such claims (including all costs incurred on the scale as between attorney and client ), which may be made against the Client by any one or more of the Service Provider's employees and/or independent Service Provider s, and specifically, but without derogating from the generality thereof, any and all claims made against the Client arising from or connected with the employment of such of the Service Provider's employees and/or independent Service Provider s who were employed by the Service Provider immediately prior to the termination, for any reason whatsoever, of this Agreement, or the termination of such employment at any stage for any reason.

## **21 IDENTIFICATION** *(Standard Issued Item)*

21.1 The security officers shall at all relevant times comply with the identification requirements of the Client, i.e. full names and surname, identity number, full colour photograph and the Business Unit of the Client where deployed. This includes the stipulations by PSIRA to carry an identification card issued in terms of the PSIRA Act, including the display of an identity card, disc, tag or other devices as agreed upon between the Parties. Identification for the purpose of this Agreement shall include but is not limited to standard uniform and identification card.

### **21.2 STANDARD UNIFORM** *(Standard Issued item)*

- (a) a standard uniform, as agreed upon between the Parties, which shall consist of at least the following:
- (i) In the case of male security officers:
    - **security wear** includes cap / beret, shirt, pants, socks, shoes / safety boots, belt, the Service Provider's insignia and adequate clothing for protection against inclement or cold weather, which includes a jersey, warm weather coat and a full-length rain suit, as and when required; and
    - **corporate wear** of the Service Provider, if so required by the Client, must include a blazer, tie, shirt, trousers, jersey, socks, shoes, belt, handcuffs, adequate clothing for protection against inclement weather and the Service Provider's insignia, which must appear on the uniform as specified by the Client.
  - (ii) In the case of female security officers:
    - **Security wear** includes hat / cap / beret, blouse, skirt or trousers, stockings, shoes / safety boots, the Service Provider's insignia and adequate clothing for protection

against inclement or cold weather, which includes a jersey, warm weather coat and a full-length rain suit as and when required; and

- **corporate wear** of the Service Provider, if so required by the Client, must include a blazer, tie, skirt, blouse, jersey, trousers, stockings, shoes, adequate clothing for protection against inclement weather and the Service Provider's insignia, which must appear on the uniform as specified by the Client;
- (b) a reflector jacket with the Service Provider's name on the front and back, personal protective equipment (PPE) (where applicable), which is to be issued to all security officers unless otherwise specified by the Client; and
- (c) bullet-proof vests (SABS approved) whenever security officers are issued with firearms or if otherwise directed to do so by the Client.
- (d) The uniform of the security officers must comply with the requirements in terms of regulation 13 of the Private Security Industry Regulations, 2002.

### **21.3 STANDARD IDENTITY CARD** *(Card/Disc/Tag) (Standard Issued item)*

- (a) For the purpose of **clause 21 (Identification)**, an identity card, disc, tag or other equipment prescribed by the Client shall at least contain the following information in respect of the Service Provider's security officers:
- (i) a recent colour photograph of the relevant security officer;
  - (ii) the name of the security officer on the identification badge must be visible and legible;
  - (iii) the identity number, PSIRA registration number and grade of the security officer;
  - (iv) the name and logo of the Service Provider; and
  - (v) the name of the Business Unit of the Client, where deployed.
- (b) The security officers must, in terms of regulation 9 of the Private Security Industry Regulations, 2002, carry his/her PSIRA ID card, or as otherwise agreed in the Individual Agreement.

## **22 STANDARD SECURITY EQUIPMENT** *(Standard Issued Item)*

22.1 The security officers must carry all his/her standard equipment whilst on duty or as otherwise agreed in the Individual Agreement. Standard security equipment prescribed by the Client shall at least contain the following items in respects of the Service Provider's Security Officers.

### **23.1.1. HANDHELD METAL DETECTOR**

- (a) The Service Provider shall provide handheld metal detector required to ensure that all personnel and visitors are screened to detect dangerous objects and prevent it being taken into the premises of the Client. Handheld metal detector(s) and charging equipment must be provided for operational use at various access control points. Handheld scanner shall be able to scan for at least the Knives from 15 cm Handgun from 23cm and shall indicate a bright light and alarm to inform of metal detection.

(b) Handheld scanner must be fully operational at all times. Handheld scanner shall meet the below specification,

- Weight: 105 lbs (48 kg)
- Footprint: 19 x 25" (48 cm x 63 cm)
- Max Speed 12.5 mph (20 km/h)
- Range: 24 miles (38 km)
- Tyre Diameter: 7 48 cm

**23.1.2. HANDCUFFS**

(a) Handcuffs shall be issued with two (2) keys and shall be fully functional and in working order.

**23.1.3. FLASHLIGHT**

(a) **flashlight**, fully charged and spare batteries shall be fully functional and in working order.

**23.1.4. NON-LETHAL FIREARMS** *(Where Applicable)*

(a) **Non-lethal firearms** shall be fully functional and in working order.

**23.1.5. FIREARMS** *(Where Applicable)*

(a) The Service Provider shall at all times ensure that the security officers are only issued with the types of firearms i.e. shotguns, revolvers, pistols, as expressly agreed upon in writing between the Parties in respect of any particular Site. The price for an armed Security Officer price shall be inclusive of firearm, ammunition and a bullet proof vest.

(b) Automatic firearms shall not be used at any stage during the execution of this Agreement.

(c) The following types of firearms shall be acceptable for use on the Client's Sites. The proposed use of any other brand of firearm must be approved by the Controlling Officer, in writing, prior to use thereof:

(i) **Shotguns:** 12 bore pump action

Atis	Beretta	Browning	CBC
Maverick	Mossberg	Remington	Winchester

(ii) **Revolvers:** 38 Special

Astra	Colt	Liama	Ruger
Rossi	Smith & Wesson	Taurus	

(iii) **Pistols:** 9mm

Beretta	Browning	Colt	Liama
Glock (9mm P)	Ruger	Star	CZ75
Taurus (9mm K)	Vector	Z88	CZ83
Walther	Smith & Wesson		

- (iv) Rifle:
- (d) A certificate of serviceability, which is valid for at least twelve (12) months and issued by a qualified gunsmith, shall accompany all firearms. Certificates shall be kept in a safe place on the Service Provider's premises and be made available to the Client when requested thereto by the Client.
- (e) All firearms used by the Service Provider on the Client's premises shall comply with the following specification:
- (i) **Modifications:** Firearms shall not be modified in any way.
  - (ii) **Safety Catches:** Safety devices fitted on firearms shall at all times be in a working condition.
  - (iii) **Sights:** Sights fitted on firearms shall at all times be in a good condition.
  - (iv) **Slings:** Shotguns shall at all times be fitted with proper slings and attachments.
  - (v) **Triggers:** Triggers shall be in working order at all times.
  - (vi) **Trigger-guards:** Trigger-guards shall at all times be intact.
  - (vii) **Shotguns:** (12 bore pump action) for the purpose of this Agreement single shot shotguns are not authorised.
- (f) The Service Provider shall provide the number of firearms as set out in the Scope of Work(s). Only firearms licensed in the name of the Service Provider and/or Sub-Contractor shall be permitted on the Client's Sites. Under no circumstances shall firearms, belonging to or licensed to another company, person or security officer, be used for the provision of Security Services in terms of this Agreement.
- (g) The Service Provider guarantees that it is the licensed and lawful owner of all firearms which it issues to its security officers in terms of this Agreement and shall produce proof of ownership and its licences prior to the commencement of this contract and/or when required to do so by the Client.
- (h) The Service Provider shall at all times ensure that all firearms issued to its security officers in terms of this Agreement are in a clean and working condition and are properly maintained.
- (i) The Service Provider shall at all times ensure that it adheres to the Client's policy directive on firearms and ammunition, a copy of which shall be provided upon request.
- (j) The Service Provider shall at all times comply with the provisions of the Firearms Control Act, 60 of 2000 and the Regulations issued in terms thereof and shall put the necessary measures in

place to ensure that its security officers comply with the said provisions of the Act and Regulations.

- (k) All Incidents relating to the discharge of a firearm by a security officer must be reported to the Controlling Officer immediately and followed up by a written response in the prescribed format within twelve (12) hours of the occurrence of such an Incident.
- (l) The Service Provider must issue all its armed officers with a fully loaded magazine plus one (1) additional fully loaded magazine, magazine pouch Firearm Holster.
- (m) The Service Provider must provide their armed security personnel with a full upper body bullet proof – level 3 [SABS approved] unless otherwise specified by the municipality. The price for an armed Security Officer price must be inclusive of Bullet proof vests.

**23.1.6. GUARD DOGS** *(Where Applicable)*

- (a) Guard dogs shall only be of a specified breed (i.e. Doberman, Rottweiler or German shepherd), which shall be duly trained to perform duties as a guard dog. Dogs shall be free of contagious diseases, certified as such by a registered veterinary surgeon. A certified copy of such certificate shall be made available to the Client if the Service Provider is requested to do so. Under no circumstances shall the Service Provider provide any other breed of dog in terms of this Agreement unless prior written consent of the Controlling Officer has been obtained.
- (b) Guard dogs shall be trained to protect their handlers, to intercept perpetrators of crime and to be alert for intruders in their patrol areas. The guard dogs shall be required to be a deterrent to criminal elements and shall be trained to overcome obstacles such as steps, one (1) metre high walls and be able to crawl underneath low objects, such as the undercarriage of a train.
- (c) Guard dogs shall be trained to obey not more than one handler and shall only be under his/her control. Guard dogs shall at all times be under the supervision of the handler whilst on duty.
- (d) The age of the guard dog shall not exceed six (6) years. If it is at any time during the term of this Agreement established by the Client that a guard dog, utilised in terms of this Agreement, is older than six (6) years, the Service Provider shall be requested to replace the dog within one (1) hour. Failure to do so shall entitle the Client to impose a penalty against the Service Provider as stipulated in **clause 35 (PENALTIES)** of this Agreement.
- (e) Guard dogs shall at all times be properly kennelled, groomed and fed in order to maintain them in a good state of health.
- (f) Guard dogs which are not capable of effectively carrying out the functions described above shall be replaced within one (1) hour with other suitably trained guard dogs who shall be able to perform the functions required. Failure to do so shall entitle the Client to impose a penalty against the Service Provider as stipulated in **clause 35 (PENALTIES)** of this Agreement.
- (g) The Service Provider shall ensure that fresh water as well as equipment like leads, water bowls, choke chains and combs are available at all times and ensure that the premises are kept clear of dog faeces.

- (h) A qualified dog handler shall at all times handle guard dogs. A certified copy of the certificate indicating that the dog handler has successfully passed the training course in the effective handling of a guard dog shall be made available to the Client where the Client deems it fit to do so.
- (i) The Service Provider shall be liable for any damage or injury directly caused by the actions of a guard dog and/or its handler during the provision of the Security Services by the Service Provider, such liability to be in terms of **clause 50 (LIABILITY)** herein.
- (j) The Service Provider must at all times comply with the requirements as contemplated in the Performing Animals Protection Act, 24 of 1935 and Animals Protection Act, 71 of 1962.

## **23 SECURITY AID (STANDARD ISSUED ITEM,)**

23.1 The security officers must carry all his/her standard equipment whilst on duty or as otherwise agreed in the Individual Agreement. Standard security aid prescribed by the Client shall at least contain the following items in respects of the Service Provider's Security Officers.

### **24.1.1. MANUAL POCKETBOOK AND PEN**

- (a) Pocketbooks are issued to record all incidents and/or observations made by a Security Officer during his/her shift and patrols for future reference. Pocketbook must be completed neatly, correctly and legible by the Security personnel on duty.
- (b) During a shift, security personnel must have a pocketbook on their person.
- (c) The following information must be recorded in the pocket books:
- (d) All occurrences/events/incidents, however important, slight or unusual referring to the following:
  - (i) Reporting on and off duty;
  - (ii) Time of occurrence or event;
  - (iii) Extent of occurrence or event;
  - (iv) Relevant serial number of an occurrence book;
- (e) and followed up actions taken in respect of the occurrence or event.
- (f) All relevant information recorded in the pocket book, must immediately after return from a patrol, be copied into the occurrence book.
- (g) All original pages of the pocket book(s), used in the supply of the Security Service(s) shall immediately after they are full become the property of the Client, and shall be handed to the Client, against a signature recording receipt, for safe keeping and record purposes.
- (h) Should an event occur, pocket book may be used as evidence in a judicial enquiry / incident investigation.
- (i) In the event a Service Provider fails to provide the pocket book, the Client shall be entitled to impose penalties as per **clause 35 (PENALTIES)**

#### 24.1.2. MANUAL OCCURRENCE BOOK

- (a) The purpose of the manual occurrence book is to give an overall picture of activities, inspections by Supervisors and other occurrences at the premises/site(s) and must be completed neatly, correctly and legible by the Security personnel and Supervisors on duty
- (b) The Occurrence Book [OB] shall be deployed at for each post in all municipal sites.
- (c) The occurrence book shall be;
  - (i) an Engraved Occurrence Book
  - (ii) a minimum of at least 100 Pages numbered consecutively and
  - (iii) with company logo in good condition
  - (iv) Must be able to capture at least the following information;
    - Occurrence Date
    - Occurrence Time,
    - Occurrence reference number
    - Person records the occurrence,
    - A person reporting the occurrence,
    - location of the occurrence
    - Details of the occurrence
    - What happened?
    - Where did it happen?
    - How did it happen?
    - Who was responsible?
    - What procedures and techniques were used during the incident?
    - What weapons and equipment were used?
    - What damage was done (include rand value)?
    - What was done about the incident?
    - How effective were the existing security measures?
    - How did the security personnel react to the incident?
    - Any other aspects?
- (d)** Under no circumstances shall a service provider provide make copies of occurrence book in a file and provide it as an occurrence book. In the event a Service Provider fails to provide the occurrence book, the Client shall be entitled to impose penalties as per **clause 35 (PENALTIES)**
- (e) The pages of the occurrence book and the Security Officer's pocketbook shall be numbered consecutively by the Service Provider when implemented, and no pages shall be removed by any person for any reason whatsoever.
- (f) Should an event occur, an occurrence book may be used as evidence in a judicial enquiry / incident investigation.

- (g) In the event a Service Provider fails to provide the occurrence book the Client shall be entitled to impose penalties as per **clause 35 (PENALTIES)**

#### **24.1.3. MANUAL / ELECTRONIC SECURITY REGISTERS**

- (a) The Service Provider shall provide all the relevant security records registers such as;
- (i) Access Control Register,
    - Authorised visitors register [office and after-hours]
    - Authorised vehicle register [municipal vehicle and private]
  - (ii) Security Breach Register
  - (iii) Lost and found property register,
  - (iv) Electronic equipment registers
  - (v) Key control register, where applicable
  - (vi) fire-arm control register, where applicable
  - (vii) all other registers that may be required for the provision of the security service; and must the information make available to the Client at all times.
- (b) At the beginning of the contract these registers maybe manual, and the Service Provider must replace them with electronic registers within three months of commencement of the contract.

#### **24.1.4. MANUAL DUTY ON/OFF REGISTERS**

- (a) The purpose of the manual duty on/off register is to give an overall detail of the Security Officers' Time of arrival, mid-day intervals and time of departure, Overtime per premises/site(s). The duty on/off register must be completed neatly, correctly and legible by the Security personnel on duty.
- (b) The manual duty on/off register shall be deployed in good condition and legible at each post in all municipal sites and shall be in good condition at all times.
- (c) The duty on/off register shall be an Engraved Occurrence Book with company logo.
- (i) Size: 220x300mm
  - (ii) Must Bound
  - (iii) A4 Portraits book
  - (iv) At least 80 pages per book
  - (v) At least 25 entries per page
  - (vi) At least 2000 entries per book
  - (vii) Numbered & Perforated
  - (viii) Paper thickness 80gsm
- (d) Must be able to capture,
- (i) Name and Surname of the Security Officer,

- (ii) Service number of the Security Officer,
  - (iii) Date
  - (iv) Time of arrival,
  - (v) Time of mid-day intervals
  - (vi) Time of departure
  - (vii) Overtime
- (e) Under no circumstances shall a service provider make copies of manual duty on/off register in a file and provide it as an manual duty on/off register.
  - (f) In the event a Service Provider fails to provide the manual duty on/off register the Client shall be entitled to impose penalties as per **clause 35 (PENALTIES)**.
  - (g) The pages of the duty on/off register and the Security Officer's duty on/off register shall be numbered consecutively by the Service Provider when implemented, and no pages shall be removed by any person for any reason whatsoever.
  - (h) Must have a signature space for security officer signing on and off duty.
  - (i) Must have a signature space for the supervisor confirming information to have been examined.

#### **24.1.5. DUTY LIST**

- (a) A duty list is required to serve as proof that all Security Officers per shift shall be on duty.
- (b) Daily, weekly or monthly duty lists of all Security Officers on duty must be drawn up by the Service Provider's Supervisors and kept in the security control room and/or office at each site where such a service is rendered.
- (c) Any change to the duty list shall be crossed out by a single line, initialled, dated and noted in the occurrence book.
- (d) The Service Provider shall store the duty roster and list for a period of twelve months or longer if requested to do so. Should an event occur, this may be required as evidence in a judicial enquiry / incident investigation.
- (e) No security personnel are allowed to do continuous duty for longer than twelve hours or for more than one consecutive shift and
- (f) The duty list must be provided to the Client Manager/ Representative every month.
- (g) In the event a Service Provider fails to provide the duty list, the Client shall be entitled to impose penalties as per **clause 35 (PENALTIES)**.

#### **24.1.6. DUTY SHEET**

- (a) The purpose of a duty sheet is to ensure that all Security Officers on duty are familiar with the duties as required for this contract. The Service Provider must have a fully detailed duty sheet per duty post.

- (b) Regular and ad hoc reports on losses, damages, theft, patrol monitoring, etc are required from the Service Provider. All information must be available on the manual or digital/electronic occurrence book.
- (c) In the event that the Service Provider fails to provide the duty sheet, the Client shall be entitled to impose penalties as per **clause 35 (PENALTIES)**

## **24 COMMUNICATION**

- 24.1 The Service Provider shall establish immediate communication between the different duty points, the Security Management Unit control room, the specific site control room, and the control room at the Service Provider's headquarters.
- 24.2 The purpose of two-way communication is to establish immediate communication between the different duty points and control on the site and between Control on the Site and management at the Service Provider's Headquarters/Regional Office.
- 24.3 The Service Provider shall at all times provide hand-carried radios for the various guard points.
- 24.4 The communication network shall cover all areas within the Client boundaries.

### **24.5 HANDHELD TWO-WAY RADIO** *(Where Applicable)*

- (a) The Service Provider shall provide handheld two-way radio sets with an adequate range to ensure, as far as is practically possible, good communications between any two points within an area on the Site of the Client where the Service is provided.
- (b) The Service Provider shall provide the Hand held radios as specified in the Individual Agreement, or higher as agreed in writing between the Parties, occasionally with two rechargeable batteries and a charger.
- (c) The Client owns and operates a Motorola TETRA Radio network for the mission-critical communications needs of the various end-user departments and supporting services.
- (d) The Service Provider shall provide radios compatible with the municipality's existing Motorola Dimtetra 8.2 / 9.2 network and shall be in working condition at all times. The service provider shall be responsible for the maintenance of these radios.
- (e) The municipality will provide radio channels and talk groups to use security guards from successful bidders' companies.
- (f) All handheld radios used by the Service Provider on the Client's premises shall be compatible with the Client's **TETRA digital radio communications system** and comply with the following specification:
  - (i) **GPS tracking**
  - (ii) **Geolocation** Must be able to show location.
  - (iii) **Voice recording**
  - (iv) **Panic button** Must have a functional panic button.
  - (v) **Charger**

- Scanner they must be charged at all times.
  - Signal on the device notifying battery level.
  - Ability to view the device
- (g) The Client reserves the right to monitor the movement and the deployment of the handheld radios used on the Client's premises.
- (h) The Service Provider shall provide the Controlling Officer or his delegate on or before the Commencement Date with the required information for the municipality to design a diagram indicating the local communication network and call signs to be used by the Service Provider during the term of this Agreement. Any changes in these networks or call signs shall forthwith be brought to the attention of the Controlling Officer in writing.
- (i) The handheld two-way radios shall at all times be in good working condition, and any dysfunctional or faulty radios shall be replaced at the Service Provider's costs within one (1) hour of the security officer having reported such dysfunction or fault or the Service Provider or the Municipality has discovered the fault or dysfunction. Failure to do so shall entitle the Client to impose a penalty against the Service Provider as stipulated in **clause 35 (PENALTIES)** of this Agreement.
- (j) The Service Provider shall, at its own cost, supply a desktop radio to be installed in the Security Control Room / Nerve Centre of the Service Provider, which shall enable direct communication between the Service Provider's security officers and the Service Provider's Radio Control Room.
- (k) The Service Provider shall take the necessary steps to prevent radio transmissions on or near the Client's premises to cause interference with, or block reception by, radio systems used by the Client or any other division or Business Units of the Client.
- (l) Under no circumstances shall the Service Provider operate any radio equipment on the Client's premises without obtaining the prior written authority from the Client's Information Management Unit, as appropriate, details of which shall be provided to the Service Provider upon request.
- (m) Should the Service Provider or any of its employees use any radio equipment on the Client's premises without such written authority, the Service Provider shall be liable for any damage or loss suffered by the Client or any third party which is indirectly or directly attributable to the use of such radio equipment.
- (n) All radio equipment used by the Service Provider in the performance of the Security Service must be licensed in terms of the provisions of the Independent Communications Authority of South Africa ("ICASA").

#### 24.6 **CELLPHONES OR GSM DEVICES** (Where Applicable)

- (a) GSM devices (Global System for Mobile Communication) with a limited dialling facility and cell phones provided by the Service Provider shall be contract phones and not "pay as you go" or "private" cell phones. No cell phone utilised on Site shall have a capability to take photos, unless so specified by the Controlling Officer. Any photographs taken must not, under any

circumstances, be distributed without the written consent of the Client. The use of cell phones at certain Sites is prohibited. The Client shall advise the Service Provider of these Sites.

- (b) Failure to comply with this clause shall entitle the Client to impose penalties against the Service Provider in terms of **clause 35 (PENALTIES)** of this Agreement.

## **25 HOUSING AND ABLUTION FACILITIES**

25.1 The Client shall, where applicable, make arrangements for the housing of the Service Providers security officers at offices or suitable structures at all Sites. Under no circumstances shall the housing for the Service Provider's security officers be provided or erected on the property of the Client by the Service Provider, unless the Client has expressly requested this, and the Controlling Officer's prior written approval has been obtained.

25.2 Should the Client at any time during the term of this Agreement make available to the Service Provider any facility to house security officers, and/or guard dogs, the Service Provider shall, at its own cost maintain and keep such facility during the term of this Agreement in a clean, tidy and sanitary condition and shall at the termination of this Agreement for whatsoever reason, reinstate any such facility to the same condition in which it was when handed to the Service Provider, fair wear and tear excepted.

### **25.3 GUARD HUT** *(Where Applicable)*

- (a) When requested to do so, the Service Provider shall provide a comfortable and secure, Guard Hut that can at least house two guards inside as specified. The guard hut shall be in tidy and neat condition and meet the basic Health and Safety standard for human occupation. Guard hut shall have an electric plug and network points where applicable. No personal electrical appliances are to be used inside the guard hut.

### **25.4 PORTABLE TOILET** *(Where Applicable)*

- (a) When requested to do so, the Service Provide shall further provide a portable / mobile toilet. The Service Provider shall service the portable / mobile toilet at least once a week and shall provide disposable certificate to Security Management.
- (b) Where required, the portable / mobile toilet (s) shall be flushable and have a removable drum for easy replacement on site, be suitable for use by both male and female, and fitted with washing bays. Male only toilets may be fitted with urinal comfortable and secure.

## **26 MOBILE PATROL**

### **26.1 ROAD MOTOR VEHICLE(S)** *(Where Applicable)*

- (a) When required by the Client, the Service Provider shall provide comprehensively insured road worthy and licensed motor vehicle(s), to the Client for roving patrol and security duties and/or prevention of Incidents, including but not limited to the theft of cables.
- (b) The Service Provider shall provide the required number of licensed motor vehicle(s), licensed with driver(s) on receipt of an official written request from the Controlling Officer. Failure to do

so shall entitle the Client to impose a penalty against the Service Provider as stipulated in **clause 35 (PENALTIES)** of this Agreement. The Service Provider shall not provide any additional motor vehicle(s), and driver(s) without any written request from the Controlling Officer, failing which the Client shall not effect payment for the unauthorised Security Services rendered.

- (c) The motor vehicle(s), and driver(s) shall be made available at such times as agreed upon from time to time between the Client and the Service Provider.
- (d) The motor vehicle(s) shall only be driven by drivers who hold valid, unendorsed and appropriate code licences, possess a valid PDP where applicable and shall carry their driver's licence at all times on their person when driving the motor vehicle(s).
- (e) The Service Provider shall ensure that vehicle logbooks are kept with all vehicles and are completed correctly and fully on a per shift basis as proof before claiming any costs from the Client. The Client may at any given time request the Service Provider to provide such logbooks for inspection purposes to the Client. Should such vehicle logbooks as requested, be found not to be correctly and fully completed (updated), the Client may refuse payment of costs claimed in respect of the particular vehicle(s), in question.
- (f) Maintenance, servicing and mechanical repairs (hereinafter referred to as "maintenance") of the motor vehicle(s), including all adjustments necessary to keep the motor vehicle(s), in a roadworthy and operational condition, shall be provided by the Service Provider at its own cost.
- (g) Should any motor vehicle(s), provided by the Service Provider break down or be involved in an accident whilst patrolling within the relevant Sites in terms of this Agreement, the Service Provider shall, if that motor vehicle(s), cannot be repaired within one (1) hour or cannot proceed with its patrolling duties within one (1) hour, at its own costs, forthwith provide another motor vehicle(s), to continue with its patrolling duty. Failure to do so within the said time frame shall entitle the Client to impose a penalty against the Service Provider as stipulated **clause 35 (PENALTIES)** of this Agreement.
- (h) Pursuant to **sub-clause 21.2 (g)** above, the Service Provider shall inform the Client within one (1) hour of any of its motor vehicles, patrolling in terms of this Agreement which has broken down or has been involved in an accident.
- (i) Maintenance records for the vehicles provided in terms of this Agreement shall be made available to the Client by the Service Provider whenever such request is made by the Client.
- (j) The motor vehicle(s) provided by the Service Provider shall meet the following specification;
  - (i) The Service Provider's logos shall be prominently displayed on both front doors of its motor vehicles, unless requested by the municipality in writing to provide unmarked vehicle or marked with a specific logo.
  - (ii) All vehicles shall be fit for purpose, and comfortable, they must be able to carry at least two security Officers and must be able to be driven in all kinds of weather (rainy, sunny or cold) and road (gravel, tarred or slippery).
  - (iii) All vehicles shall be installed with the real time tracking system and the municipality must have viewing rights to this system and reports on regular basis and must be fitted with

first aid kit spare wheel, spanner, jack and triangle, fire extinguisher and at least one member be trained in first aid Level 1 unless otherwise specified.

- (iv) All vehicles must be installed with a mobile radio compatible to the Client's Tetra System set unless specified by the
- (k) All vehicles must have at least full tank of fuel at the beginning of each shift.
- (l) The following types of vehicles are preferred;
  - (i) 4 X 4 double Cabs with roller shutters
  - (ii) 4 X 4 single Cabs with roller shutters
  - (iii) 4 X 2 double Cabs with roller shutters
  - (iv) 4 X 2 single Cabs with roller shutters
  - (v) 5-door sedan/hatchback

**26.2 GOLF CART(S) [2- AND 4-SEATER] (Where Applicable)**

- (a) The use of these would be in areas where there is a high density of people and using a vehicle would not be effective as well as areas such as the beach.
  - (i) Golf cart must bear the companies insignia.
  - (ii) Golf cart must be fully operational at all times.
  - (iii) Golf cart must be maintained by the Service Provider.
  - (iv) Golf cart must be installed with Global Position System (GPS) and records must be
  - (v) provided to Security Management as and when requested.
  - (vi) Golf cart must be able to;
    - Regenerative braking to near zero speed.
    - Excellent hill climbing and parking abilities.
    - Consistent and efficient electric drivetrain.
    - Quick and efficient battery charge maximizes up-time.
  - (vii) All drivers must be trained to drive a golf cart and proof of training be submitted to the Municipality.
  - (viii) Golf carts must be fully operational and fully charged at all times.
  - (ix) Golf carts must be maintained by the Service Provider and thus pricing must be inclusive of these costs.
  - (x) Golf carts will be ordered as and when required.

**27.1.1. Four (4)-Seater Electric Golf Cart specification.**

- (a) The four (4) Golf Cart(s) provided by the Service Provider shall meet the following specification;
  - (i) Performance, Electrical and Mechanical
    - Seating Capacity: 4 people

- Speed Range: 20 –25km/h
- Traveling Range: 60-70km
- Climbing Capacity: 20%
- Braking Range: 5m
- Turning Radius: 4.5m
- Carrying Capacity:520kg
- Power Source: 48V DC
- Motor: DC 48V 4KW
- Horsepower: 3.3 kW rated
- Controller: DC 48V 350A
- Charger: 48V 18A
- Battery: 6 x 8V 170Ah
- Rear Axle Ratio: 12.49:1
- Steering: Rack & pinion
- Brakes: Rear mechanical drum
- Tyres: 18 x 8.50-8, 4-ply
- Ground Clearance: 12 cm
- L x W x H: 3130 x 1210 x 1865mm
- Gross Weight: 610kg

**27.1.2. Two (2)-Seater Electric Golf Cart specification**

- (a) The two-seater Golf Cart(s) provided by the Service Provider shall meet the following specification.
- (i) Performance, Electrical and Mechanical
- Seating Capacity: 2 persons
  - Speed Range: 20 km/h-25 km/h;
  - Traveling Range: 70-80km
  - Climbing Capacity: 30%
  - Braking Range: 4.5m
  - Turning Radius: 3.1m
  - Carrying Capacity: 360Kg
  - Power Source: 48V DC
  - Motor: DC 48V 3KW
  - Controller: Curtis
  - Charger: 48V 18A

- Battery: 6 x 8V 170Ah
- Steering: Double-ended
- Self-Compensating
- Rack & Pinion Steering
- Brakes: Rear mechanical drum
- Tyres: 18 x 8.50-8, 4-ply
- Ground Clearance:120MM, highest in industry, L x W x H: 2380 x 1210 x 1870 mm
- Gross Weight: 490k

### **26.3 TWO WHEEL(S) SEGWAY** *(Where Applicable)*

- (a) The use of Segway would be in areas where there is a high density of people and using a vehicle would not be effective as well as areas such as the beach.
- (b) Segway(s) must be,
  - (i) able to patrol in any type of terrain.
  - (ii) bear the companies insignia.
  - (iii) have Integrated Lighting system, eg charge indicator light, balance indicator lights
  - (iv) be equipped with adjustable height technology.
  - (v) be fully operational at all times.
  - (vi) be maintained by the Service Provider and thus pricing must be inclusive of hire and maintenance costs. Segway will be ordered as and when required.
  - (vii) be installed with Global Position System (GPS) and records must be provided to Security Management as and when requested.
  - (viii) All drivers must be trained to drive the Segway and proof of training be submitted to the Municipality.
  - (ix) Segway must be fully operational at all times.
- (c) The two-wheel segway(s) provided by the Service Provider shall meet the following specification.
  - Weight – 105 lbs (48 kg)
  - Footprint – 19 x 25" (48 cm x 63 cm)
  - Max Speed – 12.5 mph (20 km/h)
  - Range – 24 miles (38 km)
  - Tyre Diameter – 19 (48 cm)

### **26.4 BICYCLE(S)** *(Where Applicable)*

- (a) Bike increase the patrol coverage in areas where traditional patrol vehicles are limited.
- (b) Bikes must be,

- (i) fitted with flashlight; sound buzzer and a rear carry all pack that will carry Security Officer Equipment.
  - (ii) fully operational at all times.
  - (iii) maintained by the Service Provider thus pricing must be inclusive of these costs. Bicycles will be ordered on as and when required basis.
  - (iv) installed with Global Position System (GPS) and records must be provided to Security Management as and when requested.
- (c) The bicycles(s) provided by the Service Provider shall meet the following specification.
- Frame: Steel
  - Fork: steel
  - Gears: Single Speed
  - Brakes: Promax V-Brake
  - Wheels: 26" Alloy
  - Size: 18", 22"

**26.5 MOBILE SECURITY BARRIER – RAZOR WIRE (*Where Applicable*)**

- (a) When requested to do so, the Service Provider shall provide rapid security fence protection to prevent intrusion effectively. The razor wire shall be deployed within the stipulated time in situations such as riots and unrest.

**27 ACCESS AND EGRESS CONTROL**

- 27.1 The Service Provider shall act as an Authorized Officer in terms of the Control of Access to Public Premises and Vehicles Act, Act 53 of 1985, Section 1.
- 27.2 In terms of the Control of Access to Public Premises and Vehicles Act, Act 53 of 1985, Section 2 (1) (a), 2 (1) (b) and 2 (2) (g), read in conjunction with Government Gazette Notice 1094 of May 24, 1991, the Client shall authorise the Service Provider to take the necessary steps to properly safeguard the premises/offices and/or vehicles as well as the contents thereof and the people therein or thereon, which safeguarding is to be executed by applying:
- (a) Access and Egress Control; and
  - (b) Patrol services
  - (c) Searching for dangerous weapons
- 27.3 The purpose of access and egress control is to prevent unauthorized access and egress of persons, vehicles and dangerous objects onto the Client's property in order to safeguard people, property and premises, and/or to prevent unauthorized removal of assets, persons, documents and/or information from the premise(s).
- 27.4 In order to safeguard the premises and/or the vehicles and the contents thereof, as well as the people therein or thereon, and/or information, the Service Provider shall:

- (a) Apply the stipulations of the following Act: "Control of Access to Public Premises and Vehicles Act, Act 53 of 1985, Section 2, 3 as well as;
  - (b) Apply the stipulations of the Criminal Procedure Act, Act 51 of 1977, Section 20,23 (b) (as amended in the Criminal Procedure Amendment Act, Act 33 of 1986) Section 24, 29 and 42 (as amended in the Amendment of the Criminal Law Amendment Act, Act 59 of 1983) as well as Section 46, 49, 50 and 51.
- 27.5 In respect of Security Services provided on the property (Sites) of the Client that has been declared as National Key Points by the Minister of Defence, the Service Provider shall at all times comply and enforce the provisions of the National Key Points Act, 102 of 1980, and its directive as well as the provisions of the Control of Access to Public Premises and Vehicles Act, 53 of 1985, as amended, and all other applicable legislation.
- 27.6 Whilst conducting access and egress control the Service Provider must ensure that:
- (a) No Municipal property and/or information may be removed from the premises without proper authorization documents issued and signed by a person designated by management on the premises, of the Client , for this purpose;
  - (b) No Municipal vehicle may be removed from the premises without a completed and approved trip authorization issued by a person authorized by the Client on the premises. A copy of the properly signed and completed trip authorization must be requested from the authorized driver and be kept for control purposes;
  - (c) No dangerous object(s) and/or firearm(s) are allowed into/onto the premises. If no secure storage facilities are available, the owner of the dangerous object(s) and/or firearm(s) must be referred to the nearest South African Police Service (SAPS) station.
- 27.7 The Service Provider must ensure that no person shall, without the permission of the Authorised Officer, enter any premises or any vehicle in respect of which a directive has been issued by the Client in terms of subsection (2)(b) of the Control of Access to Public Premises and Vehicles Act, 53 of 1985, as amended.
- 27.8 For the purpose of the granting of that permission, an Authorised Officer may require that the person concerned shall:
- (a) furnish his name, address and any other relevant information required by the Authorised Officer;
  - (b) produce proof of his identity to the satisfaction of the Authorised Officer;
  - (c) declare whether he has a firearm or any potentially dangerous object in his possession, custody or under his control;
  - (d) declare what the contents are of any vehicle, suitcase, attaché case, bag, handbag, folder, envelope, parcel or container of any nature which he has in his possession or custody or under his control, and show those contents to the Authorised Officer;
  - (e) subject himself and anything which he has in his possession or custody or under his control to an examination by an electronic or other apparatus in order to determine the presence of any potential dangerous object; and

- (f) in the case of premises or a vehicle or a class of premises or vehicles determined by the Minister of Police by Gazette, be searched by an Authorised Officer.
- 27.9 Where an Authorised Officer grants permission in terms of this clause, he may do so subject to conditions regarding the carrying or displaying of proof that the necessary permission has been granted, to visit a specific person, office or area, the duration of his presence on or in the premises or vehicle, the escorting of the person concerned while he is on or in the premises or vehicle, and such other requirements as he may consider necessary.
- 27.10 Subject to the provisions of the Trespass Act, 6 of 1959, an Authorised Officer shall at any time remove any person from any premises or vehicle if:
- (a) that person enters or enters upon the premises or vehicle concerned without the permission contemplated in this clause;
  - (b) that person refuses or fails to observe a condition contemplated in this clause; or
  - (c) the Authorised Officer considers it necessary for the safeguarding of the premises or vehicle concerned or the contents thereof or for the protection of the people therein or thereon.
- 27.11 The Service Provider must ensure that access and egress control is applied at the following point(s):
- (a) Main Pedestrian entrance;**
    - (i) To control the flow of pedestrians to and from the facility
    - (ii) To apply control instructions per the Individual Agreement
    - (iii) To complete clearly and legible all relevant access control registers.
  - (b) Main vehicle entrance;**
    - (i) To Control the flow of vehicles to and from the facility provided that proper written approval has been obtained from the Client Head and/or authorized the Client representative, the following vehicles may be allowed through the respective vehicle gates:
      - Personnel vehicles;
      - Service Provider vehicles;
      - Visitors (applicable to areas where there are parking bays allocated for visitors);
      - Delivery vehicles;
      - Emergency vehicle; and
      - Administration and Municipal Employees
    - (ii) To apply control instructions per the Individual Agreement
    - (iii) To complete clearly and legible all relevant access control registers.
    - (iv) And where indicated by the Client.
- 27.12 The security officers shall:
- (a) co-operate with any member of the South African Police Service, the South African National Defence Force, the State Security Agency or any other designated South African Government

Security Agency in accordance with the provisions of Co-operation Agreements entered into between such entities and the Client; and

- (b) where no such Co-operation Agreements exist, the security officer shall allow a member of the security agencies mentioned in 27.11(a) above to enter any Site of the Client only when such a member produces valid proof to the satisfaction of the Authorised Officer of such member's official identification documentation.

## **28 VISITOR MANAGEMENT SYSTEM INCLUDING SCANNING DEVICES**

- 28.1 The Service Provider shall, replace the manual access control registers with an operational visitor management system including scanning devices that is able to monitor and track persons entering and exiting the site within three months of commencement of this contract at additional cost, subject to municipalities approval. At the end of the contract the Service Provider must remove the devices and restores the site to its original state at its own cost.
- 28.2 The visitor management system must be fully operational at times and shall monitor the persons entering and exiting municipal sites in real-time.
- 28.3 The purpose of the visitor recording and monitoring system is to give an overall detail, monitor and track persons with their asset declarations entering and exiting municipal premises per site(s) and overall.
- 28.4 All information of persons entering and exiting captured electronically shall have automatically date/time stamped (non-editable) with a unique sequential (also automatic and non-editable) numbering system; no records may be deleted from the system.
- 28.5 The person recording the activities must be automatically recorded against the entry when logging or signing into the systems;
- 28.6 The system must be capable of monitoring the scanning device remotely, which includes:
  - (a) A lockdown on the device which ensures access only to only security software and which cannot perform any other function than intended when locked down
  - (b) Ability to remotely monitor the device location
  - (c) Ability to remotely access the software on the device
  - (d) Ability to deactivate the device
  - (e) Ability to control the Geo-location of the device with deactivation
  - (f) Alerts when the device is tampered with
  - (g) Alerts when the device not in use
  - (h) Ability to communicate to the device
  - (i) Ability to send alerts to the device of threats in the area or similar communications
  - (j) Ability to remotely support the device and troubleshoot problems.
  - (k) Ability to view the device battery percentage remotely
  - (l) Visitors Information,

28.7 the software on the scanning devices provided by the Service Provider must:

- (a) Have the ability to digitally process cars and walk-ins from the same device
- (b) Have the ability to capture ID documents, including driver's license and any form of local or international ID.
- (c) Have the ability to capture the Full Name, contact details, department they are going to/person, full vehicle details including details like VIN, engine number, make, model and colour, ID number or similar detail, images, occupants of a vehicle and any other serial numbers or details deemed necessary and required by the site in the scope.
- (d) Processes visitors when entering onto site and the system must show them as "On site". And when the visitor leaves the visitor must be checked out and the system must show them as "Off Site".
- (e) Visitors who have been "On-Site" beyond 8 hours or business hours must be flagged on the device.
- (f) Must allow for instant viewing of full visitor details at any time.
- (g) When a visitor exits the site, show security all the details of the entry of that visitor, including mode of entry, the vehicle details (if any), who was driving, the driver's license of the driver and the number of occupants that entered. Allowing the security to validate the exit details are the same as the entry.
- (h) Must have the ability to receive emergency alarms and panic alerts directly on the device.
- (i) Must have the ability to receive pre-authenticated visitor alerts from staff inside the site.
- (j) Have a pre-authenticated visitor arrival which alerts the staff member of the visitor's arrival and departure.

28.8 Staff Controls, the software on the devices provided by the Service Provider must: -

- (a) Include a staff application on Web, Android and Apple that allows staff to pre-authenticate arriving visitors.
- (b) Ensure visitors pre-authenticated by staff must be able to have Once Off access or up to five (5) days access rights to the site set by the staff member.
- (c) Be capable of allowing a staff member to add a pre-authenticated visitor immediately or up to thirty (30) days in advance
- (d) By capable of allowing a staff member to view, edit or remove visitor access rights on their application.
- (e) By capable of allowing a staff member to receive notifications on their application of visitor movements.
- (f) Include access to Emergency contact numbers, important documents, important communications, ability to submit security risk feedback and a panic button to alert security in an emergency.

28.9 Reporting, the reporting mechanisms made available by the device and software must allow Management to, inter alia: -

- (a) be able to see all staff approved on the site.
- (b) be able to add, approve, edit or remove staff from the application
- (c) be able to send security communication to all staff on the application e) be able to edit security protocols live on the application
- (d) able to receive security feedback alerts from staff and respond to these
- (e) be able to view live visitor metrics on the control panel
- (f) receive reports on a weekly basis with the following measurable metrics:

28.10 Full visitor report

- (a) Summary of busy hours every day of the week
- (b) Summary of visitor count on site: Vehicle/walk in
- (c) Details of visited departments and visitor traffic
- (d) Top 10 most common visitors
- (e) Top 10 most common cars
- (f) Overview of metrics for traffic flow times for the week
- (g) Comparative data vs other government sites
- (h) Risks and alerts

28.11 The Service Provider shall issue a fully functional scanning devices eg. touch mobile computer /rechargeable laser scanner to the Security Officer in order for the Security Officer to scan and or capture the following information for the Client's Employees and Visitors.

- (a) Personal Details from Identity Document
  - (i) ID number,
  - (ii) Name and Surname of the visitor,
  - (iii) Gender
  - (iv) Photo
- (b) Personal Details from the driver's license
  - (i) Driver's license number
  - (ii) Gender
  - (iii) Security Officer shall confirm the captured full name of the visitor and confirm face vs photo on the identification document.
  - (iv) Contact Detail [telephone number, cell number, email address]
  - (v) Auto Date Stamp
  - (vi) Auto time of arrival and departure stamp
  - (vii) reason for visit

- (viii) Must be able to sign by a visitor.
- (c) Vehicle details from a Vehicle Licence disc
  - (i) Vehicle Details
  - (ii) Vehicle Make
  - (iii) Vehicle Model
  - (iv) Vehicle Colour
  - (v) Vehicle registration number [Number Plate]
  - (vi) Licence Disc Number g) VIN Number,
  - (vii) Engine number,
  - (viii) Image
- (d) Must be able to capture number of passengers
- (e) Details of the person being visited,
  - (i) Name and Surname,
  - (ii) Contact details [telephone number, email address]
  - (iii) From which department
- (f) Asset Declared
  - (i) Asset type
  - (ii) Asset Description
  - (iii) Make/Model/Serial number
- (g) Security Officer Section
  - (i) Card number / Electronic code issued when entering the premises, items declared
- (h) The scanning devices shall have the following functionality;
  - (i) **Geolocation** - Must be able to show and lock location.
  - (ii) **Panic button** - Must have a functional panic button.
  - (iii) **Charger**
    - Scanner they must be charged at all times.
    - Signal on the device notifying battery level.
    - Ability to view the device battery percentage remotely.
  - (iv) **Electronic pen signing** - Visitors must be able to sign in and out of municipal premises using electronic pen.
  - (v) **Data card Prepaid/Contract**- Ability to communicate to the device
  - (vi) Must be able to take and send photos and video.

## **29 SEARCHING OF PERSONS AND VEHICLES**

- 29.1 The Service Provider shall at all times comply with the provisions of the Control and Access to Public Premises and Vehicles Act, 1985 (Act no 53 of 1985).
- 29.2 Searching must be conducted as per section 29 of the Criminal Procedure Act, Act 51 of 1957 as amended.
- 29.3 The search of a female under these clauses shall only be carried out by a female security personnel member in private and should at all times be done in a courteous and dignified manner.

## **30 PATROL SERVICES**

- 30.1 The purpose of the patrolling of the premises is to;
- (a) prevent, deter and detect criminal activities and other irregularities that may occur on site,
  - (b) apprehend offenders of criminal activities and other irregularities that may occur on site, and
  - (c) report on any criminal activities and other irregularities, which may occur on site.
- 30.2 The Service Provider must implement pro-active patrolling patterns to ensure proper random coverage of the entire contracted area including the external perimeters and sidewalks.
- 30.3 Patrols must be conducted, at least once every hour, in the following manner:
- (a) Patrols must be carried out along the routes prescribed by the Client and must be included in the job description;
  - (b) The Security Officer must take notice of any criminal activities and irregularities, which may occur, and act according to the provisions as stipulated.
  - (c) Irregularities, which may occur, are:
    - (i) Unauthorized persons entering and/or egressing the premises;
    - (ii) Persons in the act of committing theft, vandalism or any Annexure 1 contravention of the Criminal Procedure Act, Act 51 of 1977, as amended; and
    - (iii) Any property and/or information of the Client that is clearly at risk of being stolen/vandalized and/or threatened.
- 30.4 Patrols are to be carried out to identify, report and respond to criminal activities and other irregularities observed to;
- (a) Check and report on the condition of the perimeter fence.
  - (b) Check that all external doors are locked after hours.
  - (c) Check that all external lights are illuminated during the hours of darkness.
  - (d) Check and report any broken windows and doors.
  - (e) Check and ensure that vehicles are locked and secure.
- 30.5 All such incidents are to be properly recorded in pocketbooks and reported accurately in the Electronic Occurrence Register and Manual Occurrence Register.
- 30.6 Patrolling routes are to be established and followed as instructed by the Client.

### **31 GUARD PATROL MONITORING SYSTEM INCLUDING ELECTRONIC SIGN-ON AND OFF-DUTY**

- 31.1 The Service Provider shall, replace the manual duty on/off registers with an operational guard monitoring system that is able to monitor and track Security personnel activities whistle on duty within three months of commencement of this contract at their own cost, subject to municipalities approval. At the end of the contract the Service Provider must remove the tagging points and or devices utilised for this regard and restores the site to its original state at its own cost.
- 31.2 The patrol monitoring system must be fully operational at times and shall monitor the Security Officer's operational times and patrol patterns.
- 31.3 The purpose of the electronic guard monitoring system is to provide detailed information on the Security Officers' Time of arrival, mid-day intervals, time of departure, Overtime per premises/site(s), and overall Security Personnel activities, including site coverage and patrol patterns.
- 31.4 The Service Provider must post his/her personnel and provide proof of posting by submitting posting reports daily to the Client.
- 31.5 All activities captured electronically shall have an automatic date/time stamped (non-editable) numbering system with a unique sequential (also automatic and non-editable) numbering system; no records may be deleted from the system.
- 31.6 The person recording the activities must be automatically recorded against the entry when logging or signing into the systems.
- 31.7 Security personnel activities must be monitored real time with the minimum mandatory fields being the
- (a) Name and Surname of the Security Officer,
  - (b) Service number of the Security Officer,
  - (c) Date
  - (d) Time of arrival,
  - (e) Time of mid-day intervals
  - (f) Time of departure
  - (g) Overtime
  - (h) Patrol activities, time and intervals
  - (i) Site information
- 31.8 All the relevant particulars of the Security personnel activities shall be monitored and reported, and be accessible by the Controlling Officer via the Internet.
- 31.9 The system should allow multiple concurrent users to access the same information via network. Identified persons of the Client must be informed of specified such as no arrival, late arrival, lunch time interval, early departure, no patrol, which will be indicated, via short message service (sms) and e-mail.
- 31.10 Each user of the system shall have different levels of access, restricting viewing, editing, adding, and printing of site coverage information and reports. Analytical reports and any other sensitive information recorded in the system shall be restricted as indicated above,

- 31.11 The system shall allow a user to quickly and easily access either a single or multiple guard monitoring reports with a minimum of the following selection criteria.
- 31.12 Once retrieved, those Security personnel activities shall be available for viewing/editing/printing:
- (a) From /To: date and time range;
  - (b) From/ To: time of day;
  - (c) From/To: day of week;
  - (d) From/To: Month;
  - (e) Type of Security Personnel activity (category);
  - (f) All uncovered posts, All late/delayed postings, deserted posts
- 31.13 The system shall allow graphs and statistics to be produced based on similar selection criteria for any of the above selections, either cumulatively or by month, and also allow for year-on-year comparisons to be drawn.
- 31.14 The system should be fully networkable. The Client's identified persons must be informed of all incidents, which will be indicated via short message service (SMS) and email or as agreed. A complete investigation report will also be submitted to the Controlling Officer, and the respective Business Unit Security Managers.
- 31.15 A monthly report must be submitted to the Controlling Officer at agreed intervals and deadlines.
- 31.16 In the event a Service Provider fails to comply with this clause, the Client shall be entitled to impose penalties as per **clause 35 (PENALTIES)**.
- 31.17 The Client may have a guard patrol monitoring system installed at some sites. The Service provider shall operate this for the purpose as envisaged. The Service Provider shall be held liable for the loss of or damage to any guard tracking and/or monitoring system supplied by the Client where these are in use.
- 31.18 Pursuant to **sub-clause 31.17** above, when such a guard tracking and/or monitoring system is damaged or lost, the Service Provider shall immediately report such damage or loss to the Client in writing.

## **32 INCIDENT MANAGEMENT**

- 32.1 All Incidents, events or accidents involving the death of or injury to any person or loss of or damage to any of the Client's property, including any criminal offence committed on the premises of the Client, shall forthwith be reported as soon as they occur, and a flash/notice report shall be generated within the same shift by the Service Provider to the Client after each Incident, event or accident has come to the attention of the Service Provider.
- 32.2 A detailed written report of all such Incidents, events or accidents shall be presented to the Client within twelve (12) hours after the Incident, event or accident.
- 32.3 The Service Provider shall deploy a response / tactical team(s) to react to any incident/crisis (riots, protests, etc.) that may occur on the Client's premises and will inform the Controlling Officer. A list of names and contact details of the Client's Controlling Officers to whom the said Incidents, events, or

accidents shall be reported shall be furnished to the Service Provider on or before the commencement of this Agreement.

- 32.4 Salient facts of all incidents, events or accidents on the Client's premises shall be recorded immediately after the occurrence thereof in the occurrence book. Subject to the provisions of **clause 14 (PROVISION OF SECURITY SERVICE(S))**, occurrence books for this purpose shall be made available by the Service Provider at its own cost for the premises and shall remain available for inspection by the Client at any time in a prearranged office or enclosure on the premises.
- 32.5 The pages of the occurrence book and the security officer's pocketbook shall be numbered consecutively by the Service Provider when implemented, and no pages shall be removed by any person for any reason whatsoever.
- 32.6 A weekly and /or monthly detailed written report in respect of each Site shall be submitted to the Client's Controlling Officer during the agreed weekly meetings. The monthly reports shall have a summary of key issues affecting the affected site. The Client reserves the right to alter the format and information required on this report.
- 32.7 The report shall include full details of any Incidents, events or accidents, which occurred during the preceding week; reports as may be requested by the Client in the duty list; details of routine inspection visits, and any other information relating to the security situation on the Site(s).
- 32.8 Notwithstanding anything to the contrary in this Agreement, the Client may also, should it deem it necessary, request the Service Provider to submit a detailed written report in respect of any Incident.

### **32.9 ELECTRONIC OCCURRENCE BOOK**

- (a) The Service Provider shall provide an operational electronic occurrence book within three months of commencement of this contract at their own cost, subject to municipalities approval. The Contractor shall supply, install, maintain and remove these systems at the end of the contract. All electronic information, books, registers or other documents used in the supply of the Security Service(s) remain the property of the eThekweni municipality.
- (b) The purpose of the electronic occurrence book is to give an overall picture of activities, inspections by Supervisors and other occurrences at the premises/site(s);
- (c) All incidents reported and captured electronically shall have automatically date/time stamped (non- editable) with a unique sequential (also automatic and non-editable) numbering system; no records may be deleted from the eob.
- (d) The person recording the incident must be automatically recorded against the incident when logging into the systems; Incidents must be captured real-time with the minimum mandatory fields being the
- (i) location of the occurrence
  - (ii) type of incident (categorised) and
  - (iii) Person recording the occurrence
  - (iv) Details of the occurrence

- What happened?
  - Where did it happen?
  - How did it happen?
  - Who was responsible?
  - What procedures and techniques were used during the incident?
  - What weapons and equipment were used?
  - What damage was done (include rand value)?
  - What was done about the incident?
  - How effective were the existing security measures?
  - How did the security personnel react to the incident?
  - Any other aspects?
- (e) All the relevant particulars of the incident must be recorded. Ideally, pre-defined questionnaires should be used to guide the controllers entering the details as to the information required for that particular type of incident; and
- (f) The electronic/digital occurrence book system must be accessible by the Client Controlling Officer via the Internet.
- (g) The system should allow multiple concurrent users to access the same information via network.
- (h) Identified persons of the eThekweni Municipality must be informed of specified incidents, which will be indicated, via short message service (sms) and e-mail.
- (i) Each user of the system shall have different levels of access, restricting viewing, editing, adding, and printing of incidents. Analytical reports and any other sensitive information recorded in the system shall be restricted as indicated above,
- (j) The system shall allow a user to quickly and easily access either a single or multiple incident with a minimum of the following selection criteria. Once retrieved those incidents shall be available for viewing/editing/printing:
- From /To: date and time range;
  - From/ To: time of day;
  - From/To: day of week;
  - From/To: Month;
  - Type of incident (category);
  - Location;
  - Reporting person;
  - Recorded by a person/Security Officer who entered the information in the Computer and
  - Key word / names entered into the incident (e.g. Find all incidents where a knife was involved).

- 32.10 The system shall allow graphs and statistics to be produced, based on similar selection criteria to allow for statistics/graphs to be produced for any of the above selections, either cumulatively, or by month, also allowing for year-on-year comparisons to be drawn.
- 32.11 The system should be fully networkable. Identified persons of the eThekweni Municipality must be informed of specialised incidents, which will be indicated via short message service (sms) and email as well as a complete investigation report be submitted to Head: Security Management Unit or his/her delegate and the respective Business Unit Security Managers.
- 32.12 A monthly report must be submitted to the Head: Security Management Unit or his/her delegate at agreed intervals and deadlines.
- 32.13 In the event a contractor fails to provide the EOB, municipality shall be entitled to impose penalties as per "penalty" clause.

### **33 ADVERTISING AND TRADING**

- 33.1 The Service Provider is prohibited from advertising or publishing in any of its promotional documents or brochures the fact that it is a Service Provider to the Client, unless the prior written authority of the Client's General Manager of Corporate Communication is obtained. The Client reserves all advertising rights on its own premises.
- 33.2 Neither the Service Provider nor any of the security officers provided by it in terms of this Agreement shall during the term of this Agreement be entitled to conduct any business or to offer any article for sale or distribute any article free of charge on premises of the Client.

### **34 INTIMIDATION**

- 34.1 It is the intention of both Parties that the security officers provided in terms hereof shall, as far as practically possible, not fail to carry out their duties as a result of any form of intimidation. Should the Service Provider suspect intimidation of its security officers, it shall take prompt action in conjunction with the South African Police Service to remedy the situation.
- 34.2 Such action shall, if deemed necessary by the Client, include immediate replacement of the security officers involved.
- 34.3 The Service Provider shall forthwith notify the Client of any form of intimidation to which its security officers may be subjected.

### **35 PENALTIES**

- 35.1 The Client shall be entitled to impose penalties against the Service Provider should the Service Provider be in breach of certain provisions of this Agreement. Such penalties shall be deducted from the monthly amount due to the Service Provider by the Client, after the Service Provider has been notified of such penalties.
- 35.2 Notwithstanding the provision of this penalty clause, the Client shall:

- (a) not be precluded from exercising its right to terminate the Agreement in the event of Persistent Minor Breach; and
  - (b) shall not be precluded from claiming damages from the Service Provider, should damages be suffered by the Client or any third party as a result of any conduct or failure on the part of the Service Provider or any of its employees.
- 35.3 Should it at any time during the term of this Agreement or at any time thereafter be determined that security officers of a lower grade than required, or with inadequate training, or with no training at all, or with no PSIRA registration, are being provided:
- (a) Any amount paid that is in excess of the scale applicable to such lower grade made to the Service Provider shall forthwith be recovered from the time the lower grade or untrained/unregistered security officers was/were supplied; and
  - (b) the Client shall be entitled to terminate the Agreement forthwith; and
  - (c) the Client shall not remunerate the Service Provider for the time the inadequately trained or unregistered security officers were deployed on the Client's premises.
- 35.4 In the event of security officers being provided without standard uniform or such standard uniform is incomplete and/or unclean or is in a deteriorating condition:
- (a) One (1) shift penalty for the security officer will be deducted per security officer per such Incident; and
  - (b) repeat or persistent breach of this clause shall entitle the Client to terminate this Agreement.
- 35.5 The Client shall conduct a risk assessment and rate the likelihood of Incidents, events or accidents, the consequences of Incidents, events or accidents at all Sites and allocate a rating of "L" (low risk Site), "M" (medium risk Site) or "H" (high risk Site).
- (a) Such ratings shall be recorded in the Individual Agreement not later than during the first month of the Agreement.
  - (b) These risk ratings will remain constant during the term of this Agreement unless a new risk assessment has been conducted that results in the rating to change. Any such change must be endorsed by the Controlling Officer and communicated to the Service Provider in writing with the necessary amendment being made to the Individual Agreement and signed off by both Parties. The penalties shall apply to the Sites, 100% of shift rate for Low risk (L) sites, 150% of shift rate for Medium risk (M) sites and 200% of shift rate for High risk (H) sites for non-compliance with the obligations of the Service Provider in terms of this Agreement as per **Schedule 9**
- 35.6 In addition to the above and in the event of the following security officers not being posted or posted late or being absent from his/her place of duty after being posted or under the influence of alcohol or drugs or found sleeping on duty the following penalties shall apply which shall be deducted by the Client from the fees payable to the Service Provider, as set out in the Scope of Work(s).
- (a) Shift Supervisor
  - (b) National Key Point Security Officer
  - (c) Dog Handler Security Officer

- 35.7 Notwithstanding any other provision of this Agreement, the penalty deduction shall be limited to a maximum of fifty percent (50%) of the monthly contract value payable to the Service Provider in respect of any particular Site.
- 35.8 The Parties may identify additional breaches in the Individual Agreement and determine applicable penalties.
- 35.9 Any penalty imposed in terms of this **clause 35 (PENALTIES)** shall be offset against the invoiced (vatable) amount, as declared in the Service Provider's Tax Invoice, to which the penalty has attached, and the VAT payable by the Client to the Service Provider shall be calculated on the invoiced amount less the service-related penalty imposed.

**35.10 Non-compliance Penalty Certificate:**

- (a) If any Non-compliance Penalty arises, the Controlling Officer shall issue a Non-compliance Penalty Certificate on the last day of each month during such Non-compliance indicating the Non-compliance Penalties which have accrued during that period.
- (b) A Non-compliance Penalty Certificate shall be prima facie proof of the matters to which it relates. If the Service Provider disputes any of the amounts set out in a Non-compliance Penalty Certificate, the dispute shall be resolved in accordance with the provisions of the Agreement; and if pursuant to that referral, it is determined that the Service Provider owes any amount to the Client pursuant to the Non-compliance Penalty Certificate, then the Service Provider shall pay such amount to the within 10 (ten) days or as agreed, of the determination made pursuant to such determination and an accompanying valid Tax Invoice.

**35.11 Payment of Non-compliance Penalties:**

- (a) **Subject to sub-clause 35.10** above, the Service Provider shall pay the Non-compliance Penalty indicated in the Non-compliance Penalty Certificate within 10 (ten) Business Days of the Client issuing a valid Tax Invoice to the Service Provider for the amount set out in that certificate.
- (b) If the Client does not issue a valid Tax Invoice to the Service Provider for Non-compliance Penalties accrued during any relevant period, those Non-compliance Penalties shall be carried forward to the next period.
- (c) The Service Provider shall pay the amount due within 10 (ten) days or as agreed, after receipt of a valid Tax Invoice from the Client, failing which the Client shall, without prejudice to any other rights of the Client under the Agreement, be entitled to call for payment which may be in any form the Client deems reasonable and/or appropriate.
- (d) Should the Service Provider fail to pay any Non-Compliance Penalties within the time indicated above (as applicable), the Client shall be entitled to deduct (set off) the amount not paid by the Service Provider from the account of the Service Provider in the ensuing month.

- (e) The Non-Compliance Penalties set forth in this Clause are stated exclusive of VAT. Any VAT payable on Non-Compliance Penalties will be for the account of the Service Provider.

### **36 PRICE**

- 36.1 Prices are fixed for the duration of this agreement. No price increases shall be granted. These prices are specified on the following schedules of the Agreement;
  - (a) **Schedule 4** - Rates per shift (where a security service is **not** provided for the whole month and will be pro-rata)
  - (b) **Schedule 5** - Rates per month (where a security service is provided for the whole month)
  - (c) **Schedule 6** - Contract authority for a three year period

### **37 PAYMENT**

- 37.1 The amount payable by the Client to the Service Provider in respect of the Security Services shall be in accordance with the Scope of Work(s)/Purchase Order and shall exclude Value-Added Tax which shall be reflected separately on the Tax Invoices.
- 37.2 The Service Provider shall, in the first week of each calendar month, submit to the Client, the relevant invoicing schedule in respect of each Site, specifying the Security Service rendered during the previous calendar month detailing the amount due and payable to the Service Provider to be certified by both the Service Provider and the Client as correct.
- 37.3 Payment shall not be effected unless the Service Provider submits credit notes with the Tax Invoices in respect of non-compliance penalties and/or liability for loss claims in terms of the this agreement and of the Individual Agreement.
- 37.4 Payment for the Security Services shall be made by the Client to the Service Provider for the month where the services have been rendered.
- 37.5 Notwithstanding the provisions of **sub-clause 37.2** above, should either of the Parties be of the view that underpayments or overpayments were made in respect of invoices paid for the Security Services, it shall notify the other in writing of such underpayment or overpayment:
  - (a) The Parties are entitled to conduct a reconciliation process before any amount is paid to a Party as a result of the underpayment or overpayment.
  - (b) The payment resulting from the underpayment or overpayment reconciliation process shall be made within thirty (30) days after the Party has been notified of the underpayment or overpayment.
- 37.6 The Client may, pending an investigation, withhold any payments to the Service Provider, in the case where irregular expenditure has been identified in the particular contract and that there is reasonable suspicion that the Service Provider is involved or was aware that the contract transgressed any legislation.
- 37.7 All Prices set out in this Agreement and the Schedule of Requirements hereto are to be indicated inclusive and exclusive of VAT, which will be payable at the applicable rate in ZAR.

- 37.8 Unless otherwise provided for in the Schedule of Requirements appended to this Agreement, Tax Invoices shall be submitted together with a certified invoicing schedule in terms of **sub-clause 37.2**, a month-end statement, summary of incident reports and any other report or documentation that may be required by the Client. Payment against such month-end statement shall be made by the Client within 30 [thirty] calendar days after date of receipt by the Client of the Service Provider's statement together with the relevant valid and undisputed Tax Invoice(s) and supporting documentation.
- 37.9 Should the Client require additional Security Services on an ad hoc basis in terms of this Agreement, the Service Provider shall provide such Security Services at the rates per shift or rate per month as specified in the Scope of Work(s).

### **38 WARRANTIES BY THE SERVICE PROVIDER**

- 38.1 The Service Provider warrants to the Client that:
- (a) it has full capacity and authority to enter into and to perform the Agreement and that the Agreement is executed by duly authorised representatives of the Service Provider;
  - (b) it will discharge its obligations under the Agreement and any annexure, appendix or schedule hereto with all due skill, care and diligence;
  - (c) it will be solely responsible for the payment of remuneration and associated benefits if any, of its Personnel and for withholding and remitting income tax for its Personnel in conformance with any applicable laws and regulations;
  - (d) it will procure licences for the Client in respect of all Third Party Material detailed in the Scope of work, and will procure the right for the Client to take such copies [in whole or in part] of such Third Party Materials as it may reasonably require for the purposes of back-up for archiving and disaster recovery; and
  - (e) the use or possession by the Client of any Materials will not subject the Client to any claim for infringement of any Intellectual Property Rights of any third party.
- 38.2 The Service Provider warrants that it will perform its obligations under the Agreement in accordance with the Service Levels as defined and agreed in the relevant schedule which will form part of this agreement.
- 38.3 The Client may at its discretion, audit compliance with the Service Levels. Without prejudice to **sub-clause 43.4** below, in the event that the Service Provider fails to meet the Service Levels, the Client may claim appropriate service credits or invoke a retention of Fees as detailed in the relevant schedule and/or Scope of work.
- 38.4 The Service Provider will remedy any issues of defects (in respect of ancillary equipment except for the firearms) within **30 days** of being notified of that defect by the Client in writing.
- 38.5 The Service Provider will not be liable to remedy any problem arising from or caused by any modification made by the Client to the Deliverables or any part thereof without the prior approval of the Service Provider.
- 38.6 The Service Provider shall advise the Client of the effects, of any steps proposed by the Client pursuant to **sub-clause 43.6**, including but not limited to any cost implications or any disruption or delay in the

performance of the Services. The Parties agree that any changes to the Services, including the charges for the Services or any timetables for delivery of the Services, will be agreed in accordance with the change control procedure, as set out in the **Clause 56 (VARIATION OF THE CONTRACT)**.

38.7 The Service Provider warrants that:

- (a) it has, using the most up-to-date software available, tested for all commonly known viruses in the Materials and for all viruses known by the Service Provider at the date of the relevant Scope of work and Purchase Order; and
- (b) at the time of delivery to the Client, the Materials do not contain any trojan horse, worm, logic bomb, time bomb, back door, trap door, keys or other harmful components.
- (c) The Service Provider agrees that, in the event that a virus is found, it will at its own expense use its best endeavours to assist the Client in reducing the effect of the virus and, particularly in the event that a virus causes loss of operational efficiency or loss of data, to assist the Client to the same extent to mitigate such losses and to restore the Client to its original operating efficiency.

38.8 The Service Provider undertakes to comply with South Africa's general privacy protection in terms of Section 14 of the Bill of Rights in connection with this Agreement and shall procure that its Personnel shall observe the provisions of Section 14 [as applicable] or any amendments and re-enactments thereof and any regulations made pursuant thereto.

38.9 The Service Provider warrants that it has taken all reasonable precautions to ensure that, in the event of a disaster, the impact of such disaster on the ability of the Service Provider to comply with its obligations under the Agreement will be reduced to the greatest extent possible, and that the Service Provider shall ensure that it has appropriate, tested and documented recovery arrangements in place.

### **39 TOTAL OR PARTIAL FAILURE TO PERFORM THE SCOPE OF SERVICES**

39.1 Should the Service Provider fail or neglect to execute the work or to deliver any portion of the Service, as required by the terms of the Agreement or Purchase Order, Client may cancel the Agreement or Purchase Order in so far as it relates to the unexecuted work or rejected portion of the Service, and, in such event, the provision of any remaining commitment shall remain subject in all respects to these conditions.

39.2 If the Client at any time ascertains that:

- (a) delivery of any of the Goods or services is being or is likely to be delayed beyond the promised delivery date(s), and there is little or no prospect of the Purchase Order(s) being carried out within reasonable adherence to the promised delivery rate(s) or time(s), then the Client may, irrespective of the cause of the delay, by notice to the Service Provider, cancel as from a future date specified in such notice the whole or any part of this Agreement or Purchase Order in respect of which the Goods to be supplied have not been completed by that date, without incurring any liability by reason of such cancellation except as provided in this clause.
- (b) The Service Provider shall thereupon, as soon as possible after such date, deliver to the Client the Goods/Services [if any] already completed, and payment for the part performance shall be made on a pro-rata basis, provided the uncompleted part is not an integral or essential part of

the completed Goods/Services. Where an integral or essential part of the work has not been completed, the amount to be paid to the Supplier/Service Provider will be calculated on the basis of the Client's enrichment. The Service provider shall, wherever practicable, supply the Client with the necessary drawings and/or specifications to enable it to complete the work.

#### **40 NON-CONFORMANCE OF SERVICE PROCURED**

- 40.1 in the case of service procured by the Client from the service provider in terms of this agreement, being found not to conform to the Client standards, specifications and requirements, the Client at any time may be entitled to raise a non-conformance/deficiency report (NCR) against a service provider whose goods/ services do not conform to the Client standards, specifications and requirements directing the supplier/service provider to investigate and remedy the non-conformance within thirty (30) minutes or the stipulated time frame as may be determined by the Client at its discretion.
- 40.2 failure by the service provider to fully comply with the non-conformance report (NCR) within the period stated in **sub-clause 48.1** above, shall entitle the Client to further conditions to which the service provider must discharge in order to close the non-conformance report (NCR) or to terminate the order without giving the service provider written notice of termination in terms of this agreement.

#### **41 TERMINATION**

- 41.1 The agreement shall terminate on the expiry date **[to be agreed upon]** unless; the Agreement is cancelled by either Party in accordance with the provisions incorporated herein or in any Purchase Orders, schedules or annexures appended hereto, or otherwise in accordance with law or equity.
- 41.2 The Client will issue a termination letter, and the Service Provider shall vacate the Client's site at 06h00 on the Agreement's expiry date.
- (a) Failure to vacate the Client's Site will result in the Client seeking the assistance of Law Enforcement Agencies to remove the Service Provider and his employees from the Client's facilities.
  - (b) The Service Provider shall be liable for any damage to the Client's property, injury or loss of life resulting from the Service Provider or his employees failing to vacate the site.
  - (c) The Service Provider shall be liable to inform his employees in time of the expiry/termination/cancellation of the Agreement.
  - (d) The Client will not be obligated to request a newly appointed service provider to employ employees of the existing Service Provider.
- 41.3 Termination in accordance with **sub-clause 41.1** shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either Party, and all provisions which are to survive this Agreement or impliedly do so shall remain in force and in effect.
- 41.4 This Agreement shall not be extended.

## 42 CANCELLATION

- 42.1 Notwithstanding **clause 43 (BREACH AND CONSEQUENCE)** either Party may cancel the Agreement without cause by giving thirty (30) calendar days prior written notice thereof to the other Party, provided that in such instance, the Agreement will nevertheless be applicable in respect of all Purchase Orders which have been placed prior to the date of such cancellation.
- 42.2 Notwithstanding anything to the contrary contained in this Agreement, and in addition to all of its other rights, the Client shall also be entitled to cancel this Agreement, in whole or in part (as it in its sole discretion may determine) upon fifteen (15) calendar days' written notice given by the Client to the Service Provider, without assigning any reason for such action. Such termination by the Client shall not form the subject of any arbitration or review and shall be binding upon the Service Provider, who shall have no claim of any nature, howsoever arising, against the Client out of such termination.

## 43 BREACH AND CONSEQUENCE

- 43.1 In the event of the Service Provider's failure to promptly commence performance of any obligation for which it is liable, or failing to carry out such obligation, partially or fully, without delay, the Client shall be entitled to appoint an alternate Service Provider, subject to the procurement regulatory framework, to perform such obligation. Should the Client exercise the right to do so at any stage, it shall also be entitled to claim and recover all damages and costs incurred thereby (directly or indirectly) from the Service Provider, who hereby undertakes to pay such damages and costs to the Client upon demand.
- 43.2 In the event of either Party to this Agreement committing a breach of any provision of this Agreement ("the defaulting Party"), excluding **sub-clause 14.1**, and the defaulting Party fails to remedy such breach within a period of forty-eight (48) hours after having received written notice from the other Party ("the aggrieved Party") to remedy such breach, the aggrieved Party shall be entitled to terminate this Agreement, immediately, by notice in writing to the defaulting Party.
- 43.3 Without derogating from the provisions of **sub-clause 43.2**, and in addition thereto, in the event of the Service Provider for any reason committing a breach of the provisions of **sub-clause 14.1** of this Agreement and failing to remedy such breach within twelve (12) hours after having received written notice from the Client calling upon it to rectify such breach, the Client shall be entitled to terminate this Agreement, immediately, by notice in writing to the Service Provider .
- 43.4 Should the Service Provider's PSIRA's certificate for any reason whatsoever be suspended, revoked, set aside by an appropriate authority or competent person, for any reason whatsoever, or should the Service Provider's competence to render the Security Service be terminated, or diminished in a material manner, such suspension, revocation, setting aside, termination or diminution shall be deemed to be a breach of this Agreement, and shall entitle the Client to terminate the Agreement forthwith.
- 43.5 Should the Service Provider's firearm licence and competency certificate for any reason whatsoever be suspended, revoked or set aside by an appropriate authority or competent person or should the Service Provider's competence to render the Security Services for any reason whatsoever be diminished in a material manner, such suspension, revocation, setting aside or diminution shall be deemed to be a breach of the Agreement, and shall entitle the Client to terminate the Agreement forthwith.

- 43.6 Should the Service Provider's insurance(s) for any reason whatsoever be suspended, revoked, set aside or terminated by its insurance service provider, such suspension, revocation, setting aside or termination shall be deemed to be a breach of this Agreement and shall entitle the Client to terminate the Agreement forthwith.
- 43.7 Should the Service Provider act in conflict with or fail to comply with any statutory provision, regulation, by-law, rule or programme or policy or procedure that has a direct bearing on the Security Service(s), such action or failure shall be deemed to be a breach of this Agreement and shall entitle the Client to terminate the Agreement forthwith.
- 43.8 Should the Client incur any losses, including but not limited to theft of the Client's property, theft of the Client's third party property, fraud and or any other criminal activities that are to the detriment of the Client, at any of the Sites where the Service Provider is performing the Security Service, such action shall be deemed to be a breach of this Agreement and shall entitle the Client to terminate the Agreement forthwith.
- 43.9 Notwithstanding anything contained to the contrary in this Agreement, the Client may terminate this Agreement at any time by giving written notice to the Service Provider of such termination if:
- (a) the Service Provider is, other than for the purposes of reconstruction or amalgamation, placed under voluntary or compulsory liquidation, provisionally or finally, or under provisional or final judicial management, or under receivership or under any of the equivalent of any of the foregoing; or
  - (b) a final and unappeasable judgment against the Service Provider remains unsatisfied for a period of twenty-one (21) days or more after it comes to the notice of the board of directors of the Service Provider; or
  - (c) the Service Provider makes any arrangements or composition with all or some of its creditors, or ceases or threatens to cease carrying on business; or
  - (d) the Service Provider makes any material incorrect or untrue statement or representation to the Client in connection with any information furnished by it in respect of this Agreement, or, without limitation, in the tender documents preceding the conclusion by the Parties of this Agreement, then upon the occurrence of any one (1) or more of such events, the Client may without prejudice to any other rights it may have against the Service Provider, elect to immediately terminate this Agreement forthwith by written notice of such termination to the Service Provider.
- 43.10 Notwithstanding anything to the contrary contained in this Agreement, and in addition to all of its other rights, the Client shall also be entitled to cancel this Agreement, if any event or series of events occurs (whether or not caused by any reasons whatsoever outside the control of the Service Provider or the Client) which, in the reasonable opinion of the Client might have a material or adverse effect on the performance of the Security Service or the operations of Client at any Site, whether or not as contemplated in this Agreement.
- 43.11 Notwithstanding anything to the contrary contained in this Agreement, and in addition to all of its other rights, the Client shall also be entitled to cancel this Agreement, in whole or in part, (as it in its sole

discretion may determine) in the event that the Service Provider colludes with any other party in respect of any tender submitted to the Client.

43.12 Notwithstanding anything to the contrary in this Agreement, in the event of security officers and/or employees of the Service Provider being in any way involved in theft, bribery, fraud and/or any other criminal activities or misconduct that are to the detriment of the Client (e.g. theft of the Client's property), either while on or off duty, then this shall be considered to be an irremediable breach of this Agreement in which event the Client shall have the right to terminate this Agreement with immediate effect. Such termination by the Client shall not be considered to be a dispute as intended in **clause 53 (DISPUTE RESOLUTION AND ARBITRATION)** and shall not form the subject of any arbitration.

43.13 In the event of strike action being embarked upon by the employees of the Service Provider,

- (a) the Service Provider shall immediately advise the Client of the strike action. The employees of the Service Provider shall not be allowed onto the premises of the Client for any purposes other than the rendering of Security Services in terms of this contract.
- (b) The Service Provider shall be responsible for the removal of any of its employees from the premises of the Client and the costs thereof in the event of its (the Service Provider's) employees conducting any activities on the premises of the Client other than the rendering of Security Services in terms of this Agreement.
- (c) The Service Provider shall immediately replace any striking employees with suitably qualified employees so that the operations of the Client are not disrupted in any way.
- (d) Any additional costs that arise as a result of the aforementioned replacement labour shall be for the account of the Service Provider.
- (e) Failure to comply with this provision shall constitute a material breach, and the Client shall be entitled to terminate this Agreement with immediate effect.
- (f) In the event of the Client incurring any losses or damages as a result of the strike action, the Service Provider shall be liable for the payment of the aforementioned losses and/or damages.

43.14 Notwithstanding anything stipulated under **clause 35 (PENALTIES)** the Client reserves the right to terminate this Agreement without notice in the event of a Persistent Minor Breach by the Service Provider.

43.15 The Service Provider shall be liable for any breach by any one or more of its Security Officers, employees, servants, permitted agents, sub-contractors and Service Providers (independent or otherwise) of the provisions of this contract and indemnifies and holds the Client harmless against all claims, loss or damage which the Client may suffer arising out of all such breaches.

43.16 Breach of the following clauses 7, 8, 9, 10, 11, 12,13 and 14 shall be regarded as material breaches.

#### **44 CESSION OR DELEGATION**

44.1 Neither Party shall cede or delegate any right or obligation under this Agreement nor enter into any sub-contract of whatever nature for the execution thereof or part thereof without the prior written consent of the other.

#### **45 IMPOSSIBILITY OF PERFORMANCE**

- 45.1 Should any of the obligations of either Party become objectively impossible of performance, such Party shall be exempted from its obligations under this Agreement if the circumstance that renders performance impossible was unforeseeable with reasonable foresight at the time of contracting and unavoidable with reasonable care at the time of its occurrence by the Party concerned and such Party displays reasonable care and diligence in attempting to avoid the consequences thereof.
- 45.2 Such exemption shall, however, operate only to the extent that the performance of the obligations of such Party is rendered objectively impossible and only for the period during which the relevant circumstance prevails. Notice of such circumstances shall be given to the other Party in writing without delay.

#### **46 INSOLVENCY**

- 46.1 Should the Service Provider commit any act of insolvency or being a natural person be sequestered or assign, surrender or attempt to assign or surrender his estate or being a partnership be dissolved, or be liquidated or placed under judicial management, business rescue or be wound up (whether provisionally or finally), no payments due and payable from that date shall be made by the Client to the Service Provider directly, but only to the liquidator, trustee or judicial manager of the estate, as the case may be.

#### **47 PROTECTION OF PERSONAL DATA**

- 47.1 The Parties agree that they may obtain and have access to personal data for the duration of the Agreement for the fulfilment of the rights and obligations contained herein. In performing the obligations as set out in the Agreement, the Parties shall at all times ensure that:
- (a) they process data only for the express purpose for which it was obtained;
  - (b) once processed for the purposes for which it was obtained, all data will be destroyed to an extent that it cannot be reconstructed to its original form;
  - (c) data is provided only to authorised personnel who strictly require the personal data to carry out the Parties' respective obligations under the Agreement;
  - (d) they do not disclose personal data of the other Party, other than in terms of the Agreement;
  - (e) they have all reasonable technical and organisational measures in place to protect all personal data from unauthorised access and/or use;
  - (f) they have appropriate technical and organisational measures in place to safeguard the security, integrity and authenticity of all data in its possession or under its control in terms of the Agreement;
  - (g) such personal data is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access.
- 47.2 The Parties agree that if personal data will be processed for additional purposes beyond the original purpose for which it was obtained, explicit consent must be obtained beforehand from those persons whose information will be subject to further processing.

- 47.3 Should it be necessary for either Party to disclose or otherwise make available the personal data to any third party (including sub-contractors and employees), it may do so only with the prior written permission of the other Party. The Party requiring such permission shall require of all such third parties, appropriate written undertakings to be provided, containing similar terms to that set forth in this clause, and dealing with that third party's obligations in respect of its processing of the personal data. Following approval by the other Party, the Party requiring permission agrees that the provisions of this clause shall mutatis mutandis apply to all authorised third parties who process personal data.
- 47.4 The Parties shall ensure that any persons authorized to process data on their behalf (including employees and third parties) will safeguard the security, integrity and authenticity of all data. Where necessary to meet this requirement, the Parties shall keep all personal data and any analyses, profiles, or documents derived therefrom logically separated from all other data and documentation held by it.
- 47.5 The Parties shall carry out regular assessments to identify all reasonably foreseeable internal and external risks to the personal data in its possession or under its control. The Parties shall implement and maintain appropriate safeguards against the risks which it identifies and shall also regularly verify that the safeguards which it has in place has been effectively implemented.
- 47.6 The Parties agree that they will promptly return or destroy any personal data in their possession or control which belongs to the other Party once it no longer serves the purpose for which it was collected in relation to the Agreement, subject to any legal retention requirements. This may be at the request of the other Party and includes circumstances where a person has requested the Parties to delete all instances of their personal data. The information will be destroyed in such a manner that it cannot be reconstructed to its original form, linking it to any particular individual or organisation.
- 47.7 Personal Information security breach: Service Provider's Obligations
- (a) The Service Provider shall notify the Information Officer of the Client, in writing as soon as possible after it becomes aware of or suspects any loss, unauthorised access or unlawful use of any personal data and shall, at its own cost, take all necessary remedial steps to mitigate the extent of the loss or compromise of personal data and to restore the integrity of the affected Goods as quickly as is possible. The Service Provider shall also be required to provide the Client with details of the persons affected by the compromise and the nature and extent of the compromise, including details of the identity of the unauthorised person who may have accessed or acquired the personal data.
  - (b) The Service Provider shall provide on-going updates on its progress in resolving the compromise at reasonable intervals until such time as the compromise is resolved.
  - (c) Where required, the Service Provider may be required to notify the South African Police Service; and/or the State Security Agency and where applicable, the relevant regulator and/or the affected persons of the security breach. Any such notification shall always include sufficient information to allow the persons to take protective measures against the potential consequences of the compromise.

- (d) The Service Provider undertakes to co-operate in any investigation relating to security which is carried out by or on behalf of the Client including providing any information or material in its possession or control and implementing new security measures.
  - (i) course of the agreement.

#### **48 CONFIDENTIALITY**

- 48.1 The Parties undertake that all information which each has or obtains at any time relating to the other, including but not limited to technical, commercial and security-related information, which is not available on request to the general public or to which they become privy to in the course of the exercise:
  - (a) shall be kept confidential and shall not be disclosed by such Party, or by its officers, employees, independent Service Providers or agents, to any third party; and
  - (b) shall not directly or indirectly be used by such Party, or by its officers, employees and agents for its own benefit or the benefit of any third party.
- 48.2 The Service Provider shall, on demand from the Client, use its best endeavours to obtain written secrecy undertakings in the form reasonably specified by the Client, from any approved agent or sub- contractors of the Service Provider or any employee of the Service Provider.
- 48.3 The provisions of this confidentiality clause shall survive the cancellation or termination of this Agreement for any reason and shall remain binding on the Parties for a period of five (5) years after termination of this Agreement for any reason whatsoever.

#### **49 INSURANCE**

- 49.1 The Service Provider shall, before the commencement of this Agreement, and throughout the existence of this Agreement obtain and maintain at its own expense, insurances with an insurer approved in writing by the Client insuring itself against any and all loss, damage, claims and costs which it may suffer arising out of or connected with the implementation of this Agreement. The Service Provider shall obtain Public Liability Insurance, Security Liability insurance and Third-Party Liability insurance cover for not less than five million South African Rand (R 5, 000, 000.00) in respect of one Incident or a series of Incidents arising from the same cause and with an annual limit of cover not less than thirty million South African Rand (R 30 000 000.00).
- 49.2 The Client reserves the right to inspect the Service Provider's insurance policy documents in relation to its obligations under **sub-clause 54.1** above and shall exhibit the relevant policies and premium receipts in respect of the insurance to the Controlling Officer, and shall provide copies of such policies and receipts to the Client, and, in the event of a dispute, shall bear the onus to prove that it has done so.
- 49.3 Should any single claim by any party exceed the amount of R5 000 000 (five million) covered by the Service Provider's Liability Insurance Policy(s), the Service Provider shall be liable for the difference between the actual amount claimed and the amount insured. Likewise, it is recorded that in the event that the annual limit of cover is exceeded, the Service Provider shall be fully liable for any claims above those applicable limits.

- 49.4 The said insurance shall not be cancelled or materially changed, without prior written consent from the Controlling Officer.
- 49.5 The Service Provider shall at all times comply with all the terms and conditions of any policy of insurance effected in terms of **sub-clause** 54.1 and that it will not itself act or permit any act or omission that will or may have the effect of voiding or invalidating any policy of insurance or cover thereunder and shall implement the requirements thereof, and in particular (without limiting the generality of the foregoing and notwithstanding anything to the contrary in this Agreement contained), the Service Provider shall:
- (a) notify the Client promptly of the happening of an Incident or event in terms of this Agreement or any event which may give rise to a claim under any such policy of insurance;
  - (b) render to the Client and/or the insurer whatever assistance may be necessary or required in connection with or arising out of any claims; and
  - (c) notwithstanding anything contained to the contrary in this Agreement, it is specifically recorded that neither the Service Provider nor the Client shall be precluded from instituting a claim against each other following an occurrence or event whether or not it is covered in terms of the insurance policy referred to in this clause.

## **50 LIABILITY**

- 50.1 The Service Provider shall at all times be held strictly liable and accepts responsibility for all damage of whatsoever nature due to any acts or omissions of its security officers, servants, agents, Subcontractors, assigns, Service Provider and in the provision of the Security Services provided in terms of this Agreement.
- 50.2 The Service Provider shall at all times be held strictly liable and accepts responsibility for all and any loss or damage to or caused by any road motor vehicles, equipment or other material used by the Service Provider in respect of the Security Service provided in terms of this Agreement.
- 50.3 The Service Provider shall at all times be vicariously and strictly liable for all the acts and/or omissions of security officers, whether acting in the course and within the scope of their duties and employment with the Service Provider. The Service Provider shall also be liable for losses or damages arising out of the behaviour or action of the guard dogs being deployed on the Client's Site.
- 50.4 The Service Provider irrevocably and unconditionally undertakes to indemnify and keep the Client indemnified and holds the Client harmless against, and, in respect of, all and any loss or damage incurred by the Client as a result of, arising out of or connected with any failure, act or omission or breach of this Agreement by the Service Provider or any of its employees, security officers, employees, servants, agents, assigns, Service Provider s or sub-Service Provider s or occurring during or as a result of the provision by the Service Provider of the Security Service. The absolute obligation of the Service Provider to indemnify the Client on a full indemnity basis against all claims shall include but not be limited to: -
- (a) any damage or loss to the Client's property, whether moveable or immovable;
  - (b) loss of property belonging to the Client;

- (c) liability in respect of any loss or damage to property, whether movable or immovable, belonging to third parties;
- (d) liability in respect of lost property belonging to third parties;
- (e) liability arising out of any unlawful act committed by the Service Provider or its employees during the process of rendering a Security Service; and
- (f) liability in respect of the death, unlawful arrest, injury, illness or disease of any person, should the damage, loss, unlawful arrest, death, injury, illness or disease referred to above be attributable to or arise out of the Security Services that are being or have been rendered by the Service Provider in terms of this Agreement.

## **51 WAIVER**

- 51.1 No waiver on the part of either Party of any rights arising from a breach of any provision of this Agreement will constitute a waiver by the indulgent Party of its rights in respect of any subsequent breach of any other provision of this Agreement by the other Party.

## **52 PARTIAL INVALIDITY**

- 52.1 If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, or shall be required to be modified, the validity, legality and enforceability of the remaining provisions shall not be affected thereby.

## **53 DISPUTE RESOLUTION AND ARBITRATION**

- 53.1 The parties undertake to make every effort to resolve amicably disputes or differences by mutual consultation in connection with or arising out of the contract.
- 53.2 Subject to any other provision in this Agreement to the contrary, should any dispute arise between the Parties in connection with or which in any way relates to:
- (a) the implementation of this Agreement;
  - (b) the interpretation or application of the provisions of this Agreement;
  - (c) the respective rights and obligations of the Parties in terms of or arising out of this Agreement or its breach or termination;
  - (d) the rectification, termination or cancellation, whether in whole or in part of this Agreement;
  - (e) any documents furnished by the Parties pursuant to the provisions of this Agreement; or
  - (f) any matter affecting the interests of the Parties in terms of this Agreement,
- that dispute may be resolved by mutual consultation.
- 53.3 If, after thirty (30) days, the parties fail to resolve their dispute in terms of clause 54.1 and 54.2, upon the agreement by both Parties, disputes may be referred to and be determined by arbitration in terms of this clause, provided that a cancellation of the Agreement as provided for in **clause 42 (CANCELLATION)** shall not be considered to be a dispute for the purpose of this clause and shall not

form the subject of any arbitration; then the dispute shall be resolved in accordance with the rules of the Arbitration Foundation of South Africa ("AFSA") by a single arbitrator agreed between the Parties.

- 53.4 This clause constitutes an irrevocable consent by the Parties to any proceedings in terms hereof, and neither of the Parties shall be entitled to withdraw from the provisions of this clause or claim at any such proceedings that it is not bound by this clause.
- 53.5 This clause is severable from the rest of the Agreement and shall remain in effect even if the Agreement is terminated for any reason.
- 53.6 This clause shall not preclude either Party from seeking urgent relief in a court of appropriate jurisdiction, where grounds for urgency exist. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 53.7 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the Client shall pay the Service Provider any monies due the Service Provider for goods delivered and / or services rendered according to the prescripts of this Agreement.

#### **54 NOTICES AND DOMICILIUM**

- 54.1 The Client chooses as its *domicilium citandi et executandi* the address in Schedule "1", for all purposes arising out of or in connection with this Agreement at which address all processes and notices arising out of or in connection with this Agreement, its breach or termination may validly be served upon or delivered.
- 54.2 The Service Provider chooses as its *domicilium citandi et executandi* the address in Schedule "1" (which shall not be a post office box or *poste restante*) for the same purposes.
- 54.3 A Party may change the addresses referred to above by giving the other Party notice in writing of the new address (which shall not be a post office box or *poste restante*).
- 54.4 Any notice given in terms of this Agreement shall be in writing and shall:
- (a) if delivered by hand, be deemed to have been received by the addressee one (1) day after the date of delivery;
  - (b) if posted by prepaid registered post, be deemed to have been received by the addressee 10 (ten) days after dispatch; or
  - (c) if transmitted by facsimile or electronic mail, be deemed to have been received by the addressee one (1) day after dispatch.
- 54.5 Notwithstanding anything to the contrary contained in this Agreement, a written notice or communication actually received by one of the Parties from the other, including by way of electronic media, shall be adequate written notice or communication to such Party.

## **55 WHOLE AGREEMENT**

This Agreement shall constitute the whole Agreement between the Parties as to the subject matter hereof, and no agreement, representation or warranty between the Parties other than set out herein shall be binding on the Parties.

## **56 VARIATION OF THE CONTRACT**

56.1 No addition to, amendment, consensual cancellation or novation of this Agreement and no waiver of any right arising from this Agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by the Parties.

56.2 Any requirement for an amendment or change to the Agreement or to a Scope of Work shall be subject to the Client's Bid Adjudication Committee (BAC) approval in writing, signed by both Parties and added to the Agreement as an addendum hereto.

56.3 In the event the Parties cannot agree upon changes, the Parties shall, in good faith, seek to agree to any proposed changes using the dispute resolution procedures.

## **57 RELAXATION**

57.1 No latitude, extension of time or other indulgences which may be given or allowed by one Party to the other Party in respect of the performance of any obligation hereunder or the enforcement of any right arising here from and no single or partial exercise of any right by such former Party shall under any circumstance be construed to be an implied consent by such Party or operate as a waiver of, a novation of, or otherwise affect any of that Party's rights in terms of or arising from this Agreement or stop such Party from enforcing, at any time and without notice, strict and punctual compliance with each and every provision thereof.

## **58 REPRESENTATION OR AGENCY**

58.1 Notwithstanding the provisions of this Agreement, the security officers and other Service Provider's representatives shall not, for any purpose, be deemed to be the employees of the Client.

## **59 RULE OF CONSTRUCTION**

59.1 A rule of construction may not disadvantage a Party just because that Party was responsible for the preparation of this Agreement or any part of it.

## **60 SEVERABILITY**

60.1 Each clause of this Agreement shall be severable, the one from the other, and if any clause is found to be defective or unenforceable for any reason by any competent court, then the remaining clauses shall be and continue to be of full force and effect and binding upon the Parties.

## **61 SIGNATURE**

The signatories to this Agreement hereby warrant that they have the proper and full authority to sign this Agreement on behalf of the Parties and each shall without delay produce an appropriate resolution to such effect, if and when called upon to do so by the other.

For and on behalf of <b>CLIENT</b> duly authorised thereto	For and on behalf of <b>SERVICE PROVIDER</b> duly authorised thereto
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Date:

<b>AS WITNESS:</b> Name:	<b>AS WITNESS:</b> Name:
Signature:	Signature:

<b>AS WITNESS:</b> Name:	<b>AS WITNESS:</b> Name:
Signature:	Signature:

**62 SCHEDULES AND ANNEXURES**

- 62.1 **SCHEDULE 1:** SERVICE PROVIDER DETAILS
- 62.2 **SCHEDULE 2:** CONTROL ROOM DETAILS
- 62.3 **SCHEDULE 3:** SUMMARY OF DEFICIENCIES AND PENALTIES
- 62.4 **SCHEDULE 4:** PERFORMANCE BALANCED SCORECARD
- 62.5 **SCHEDULE 5:** COMPLIANCE DOCUMENTS
- 62.6 **SCHEDULE 6:** RATES PER SHIFT
- 62.7 **SCHEDULE 7:** RATES PER MONTH
- 62.8 **SCHEDULE 8:** CONTRACT AUTHORITY FOR A THREE-YEAR PERIOD
- 62.9 **SCHEDULE 9:** ALLOCATED SITES AND QUANTITIES
- 62.10 **SCHEDULE 10:** DEPLOYED RESOURCES
  - (a) **ANNEXURE A: PERSONNEL**

**MANAGEMENT AND ADMINISTRATION**

- (i) CONTRACT MANAGER
- (ii) FINANCE MANAGER
- (iii) OPERATIONS MANAGER

**OPERATIONS**

- (i) CONTROLLERS
- (ii) SUPERVISING INSPECTORS
- (iii) SECURITY OFFICERS (A, B, C)

(b) **ANNEXURE B: SECURITY EQUIPMENT**

**IDENTIFICATION**

- (i) UNIFORMS
- (ii) IDENTIFICATION CARDS

**EQUIPMENT**

- (i) TACTICAL BATON STICKS
- (ii) HANDCUFFS
- (iii) FLASHLIGHT
- (iv) WHISTLE

**COMMUNICATION TOOLS:**

- (i) PORTABLE DIGITAL TWO-WAY RADIO
- (ii) CELLPHONE

**SEARCHING TOOLS:**

- (i) HANDHELD BODY SCANNERS
- (ii) HANDHELD VEHICLE AND DRIVER'S LICENCE SCANNERS

**GUARDING TOOLS:**

- (i) GUARD DOG
- (ii) FIREARM

**HOUSING AND ABLUTION FACILITIES:**

- (i) GUARD HOUSE
- (ii) PORTABLE TOILET

**MOBILE PATROL TOOLS:**

- (i) MOTOR VEHICLE
- (ii) TWO-WHEEL SEGWAY
- (iii) GOLF CART
- (iv) BICYCLE

**SECURITY SYSTEMS:**

- (i) ELECTRONIC SIGN-ON AND OFF DUTY
- (ii) GUARD PATROL MONITORING SYSTEM
- (iii) ELECTRONIC OCCURRENCE BOOK
- (iv) ACCESS CONTROL SYSTEM
- (v) ALARM MONITORING SYSTEM

**62.11 SCHEDULE 11: INDIVIDUAL SERVICE LEVEL AGREEMENT**

DRAFT

**Schedule 1: Service Provider’s details, address, commencement date & duration**

Full name of the Service Provider (Company):

Registration Number of the Service Provider (Company):

Commencement Date and time of this Agreement (Commencement Date/Time):

Expiry date and time of this Agreement:

Physical Address of the Service Provider:

(which shall also be the *domicilium citandi et executandi* of the Service Provider)

Physical Address of Client:

160 Lynette Street
Kilner Park
Pretoria
0186
Mr Maatla Hlapolosa
E Legal Services
Name.surname@durban.gvo.za

(which shall also be the *domicilium citandi et executandi* of the Client)

**Schedule 2: Service Provider's Control Room details and address**

Province	Physical Address of Control Room/Offices	Tick (where applicable)	Landline	Cellphone	email address
Gauteng					
Mpumalanga					
Limpopo					
Northwest					
Free State					
Northern cape					
Western cape					
Eastern cape					
KwaZulu Natal					

Provide proof of (1) Lease agreement or ownership of premises where office/control room is situated in province(s) in the name of company and/or director and; (2) Five (5) pictures of control room showing the equipment, communication system with 2 way radio. This information will be verified during site visits.

**Schedule 3: Summary of Deficiencies and Penalties**

Item	1 <sup>st</sup> offence,	2 <sup>nd</sup> Offence	3 <sup>rd</sup> Offence and / or Financial Penalty			Frequency	Result In termination of the contract
	All Risks Level	All Risks Level	Low Risk Site	Medium Risk Site	High Risk Site		
<b>Security Officer Conduct</b>	<b>Relevant Security Officer rate per shift</b>						
No Security Officer being posted						Per Incident, per shift	>5 incidents per month
Post deserted/late coming/early departure							
Under the influence alcohol and drugs.							
Sleeping on duty							
Working double shift			100% of shift rate	150% of shift rate	200% of shift rate		
Negligent in discharge of duties							
Pocket / occurrence book of a Security Officer written up in advance / not clearly captured							
Falsification of entries into the occurrence book or unreadable entries							
Pocket / occurrence book not written up hourly							
<b>Security Officer Training</b>	<b>Relevant Security Officer rate per shift</b>						
No training						Per Incident, per shift	>5 incidents per month
Inadequate training							
No Specialised training & Registration							
No PSIRA registration							
Lower grade than required			100% of shift rate	150% of shift rate	200% of shift rate		
Late submission or non-submission of training reports							
<b>Security Officer Uniform</b>	<b>Relevant Security Officer rate per shift</b>						

No Uniform	Warning	50% of shift rate	100% of shift rate	150% of shift rate	200% of shift rate	Per Incident, per shift	>5 incidents per month
Improperly dressed: Private item							
Improperly dressed: deteriorating condition (e.g. Torn item)/ unclean							
Improperly dressed: Incomplete items							
<b>Security Officer Identification</b>			<b>Relevant Security Officer rate per shift</b>				
No / Invalid PSIRA Identity card	Warning	50% of shift rate	100% of shift rate	150% of shift rate	200% of shift rate	Per Incident, per shift	>5 incidents per month
No / Invalid employee Identity card/ ID card not to specification							
ID card not clean / in deteriorating condition			<b>Relevant Security Officer rate per shift</b>				
<b>Security Officer Standard Issued Equipment</b>			<b>Relevant Security Officer rate per shift</b>				
No /non-functional standard / not in good condition / no relevant accessories eg spare cells for the torch, security Issued Equipment	Warning	50% of shift rate	100%	150% of	200% of shift rate	Per Incident, per shift	>5 incidents per month
Failure to replace non-functional / not in good condition standard issue item within One (1) hour							
<b>Security Officer Standard Issued Security Aid</b>			<b>Relevant Security Officer rate per shift</b>				
No / deteriorating condition/ non-functional Registers	Warning	50% of shift rate	100% of shift rate	150% of shift rate	150% of shift rate	Per Incident, per shift	>5 incidents per month
No / deteriorating condition/ non-functional Site duty on/off system							
No / deteriorating condition/ non-functional guard monitoring system / Guard monitoring system is non-functional (if supplied by the Service Provider							
No / deteriorating condition/ non-functional							
Chargeable vehicle Laser scanner							
No / deteriorating condition/ non-functional Non							
– Engraved Occurrence Book [manual/electronic]							
Failure to replace non-functional / not in good condition standard security aid item within one (1) hour							
<b>Security Officer Protective Gear</b>			<b>Relevant Security Officer rate per shift</b>				
No protective gear	Warning					Per Incident, per shift	

Inadequately protected: Private item			50% of shift rate	100% of shift rate	150% of shift rate	200% of shift rate		>5 incidents per month
Inadequately protected: deteriorating condition								
Inadequately protected: Incomplete items								
<b>Ancillary Equipment</b>								
<b>Two way and Base Radios</b>							<b>Relevant Radio rate per shift</b>	
No handheld radio								
Non-functional / not charged handheld radio			100% of shift rate	150% of shift rate	200% of shift rate		Per Incident, per shift	>5 incidents per month
Failure to replace non-functional radio within One (1) hour								
There is no operational base radio on Site where required								
<b>Cell phones / rechargeable laser scanner</b>							<b>Relevant cell phone / Rechargeable laser scanner rate per shift</b>	
No Cell phone/ cell phone or laser scanner without a charger								
Non-functional cell phone								
No airtime			100% of shift rate	150% of shift rate	200% of shift rate		Per Incident, per shift	>5 incidents per month
Failure to replace non-functional cell phone rechargeable laser scanner within One (1) hour								
Private cell phones								
Officer using earphones (if not for safety requirement)								
<b>Hand held scanner</b>							<b>Relevant handheld scanner rate per shift</b>	
No handheld scanner/ scanner with no charger								
Non-functional handheld scanner			100% of shift rate	150% of shift rate	200% of shift rate		Per Incident, per shift	>5 incidents per month
Failure to replace non-functional handheld scanner within One (1) hour								
<b>Firearms</b>							<b>Relevant Firearm / armed guard rate per shift</b>	
Not a specified firearm [Pistols]								
Private / personal firearm								
No Firearm			100% of shift rate	150% of shift rate	200% of shift rate		Per Incident, per shift	>5 incidents per month
No / invalid Firearm permit								
Firearm not serviceable								

Unsafe keeping of firearm on site							
No firearm holster							
A Security Officer (required to carry a firearm & where required) is on duty without a SABS approved bullet-proof vest							
<b>Ammunition</b>	<b>Relevant Firearm armed / guard rate per shift</b>						
No ammunition			100% of shift rate	150% of shift rate	200% of shift rate	Per Incident, per shift	>5 incidents per month
Inadequate number of ammunitions							
Unsafe keeping of ammunition on site							
No ammunition pouch/holster							
<b>Guard Hut and Portable toilet</b>	<b>Relevant guard hut rate per shift</b>						
No guard hut provided							
Not as specified guard hut / non-functional / not in a good condition							
Electric devices found in the guard hut			100% of shift rate	150% of shift rate	200% of shift rate	Per Incident, per shift	>5 incidents per month
Failure to post site instructions / job description							
Failure to service portable toilet weekly							
Failure to clean guard hut/ portable toilet							
<b>Guard Dogs</b>	<b>Relevant dog rate per shift</b>						
Dogs not as specified or provided							
No guard dog / dog handler							
Guard dog deployed for 24 hours without rotation							
Guard dog tide up whilst on duty							
No guard dog ID card			100% of shift rate	150% of shift rate	200% of shift rate	Per Incident, per shift	>5 incidents per month
Late submission or non-submission of vet reports							
Failure to replace a non-effective guard dog within One (1) hours							
No kennel provided							
Failure to clean after a dog mess							

<b>Vehicles</b>				<b>Relevant Vehicle rate per shift</b>			
No Vehicles			100% of shift rate	150% of shift rate	200% of shift rate	Per Incident, per shift	>5 incidents per month
Vehicles with no company in-sigma							
Vehicle without radio communication or the radio communication is not in working order							
Vehicle with no or non-functional tracker/AVL							
Vehicles with no/invalid/expired first aid kit							
Vehicle not as specified							
Unlicensed /un-roadworthy / inoperable / nonfunctional / no fuel or inadequate fuel Vehicles							
Driver not in possession of / invalid / drivers' license							
Driver not in possession of / Invalid PDP							
Failure to submit tracker / AVL reports within specified time							
<b>Golf Carts</b>				<b>Relevant Golf cart rate per shift</b>			
No golf cart			100% of shift rate	150% of shift rate	200% of shift rate	Per Incident, per shift	>5 incidents per month
Non-functional golf cart							
Failure to replace non-functional golf cart within one (1) hour							
<b>Segway</b>				<b>Relevant Segway rate per shift</b>			
No Segway			100% of shift rate	150% of shift rate	200% of shift rate	Per Incident, per shift	>5 incidents per month
Non-functional Segway							
Failure to replace non-functional Segway within one (1) hour							
<b>Bicycles</b>				<b>Relevant Bicycle rate per shift</b>			
No bicycle			100% of shift rate	150% of shift rate	200% of shift rate	Per Incident, per shift	>5 incidents per month
Bicycle not as specified							
Non-functional / un-roadworthy / inoperable / bicycle							
Failure to replace non-functional bicycle within one (1) hour							
<b>Sub-Contracting</b>	<b>Targeted sub-contracting percentage</b>						

Failure to meet 40 % sub-contracting	one and a half times the difference between the tendered and achieved participation goals multiplied by the Award Value and divided by one hundred.			Per month	>3 incidents per month		
Late submission or non-submission of BBBEE report. Late submission or non-submission of progress report	[1.5 X (40% - achieved %) X Awarded value ÷ 100]						
<b>Supervision / Management</b>	<b>Relevant Supervisor / Manager (Grade A) rate per shift</b>						
Self-posting and/or no parade or inspection of a Security Officer			100% of shift rate	150% of shift rate	200% of shift rate	Per Incident, per shift	>5 incidents per month
Failure by the Inspector / supervisor / manager to visit site twice a day							
Failure to replace the Security Officer within One (1) hours							
Failure by the supervisor / manager / response team / to respond to an incident							
Failure by the service provider to report any security related incident							
Failure to submit a preliminary incident report within 24 hours							
Failure to submit the full incident report within seven days.							
Late submission of invoices or irregular statements							
Failure by the service provider to attend a scheduled meeting							
Monthly/Quarterly report not received within three (3) days of the following month							
Late submission or non-submission of Health & Safety minutes							
Failure to meet service level	1.5% [one and a half per cent] to penalty/rebate on the annual total e		10% [ten per cent] estimated security fees		Per Contract Period	>2 incidents per contract period	

**Schedule 4: Service Provider’s Performance Score Card**

ITEM	KEY PERFORMANCE AREA	KPA WEIGHT	KEY PERFORMANCE INDICATOR	KPI WEIGHT	PERFORMANCE TARGET	SCORING CRITERIA	ACTUAL PERFORMANCE	RATING	WEIGHTED SCORE
1	Site Coverage (Quantity, Quality, and Specification deployed)	20%	Number of deployment shortages per area of deployment as a percentage of the contract value	50%					
			Deployment shortages value per area of deployment as a percentage of the contract value	50%					
				<b>100%</b>					
2	Inspections (Compliance with contract obligations)	20%	Number of deficient inspections per area per deployment	50%					
			Penalty value per area of deployment as a percentage of the contract value	50%					
				<b>100%</b>					
3	Safety (Incidents)	30%	Number of incidents per area per deployment	20%					
			Monetary losses per area of deployment as a percentage of the contract value	40%					
			Number of life-threatening incidents per area per deployment	40%					
				<b>100%</b>					
4	General Performance (Turnaround times, Quality of feedback, Accessibility and availability, Reliability, Customer satisfaction in terms of Service Level Agreement)	30%	Risk assessment report, incidents preliminary report, Patrol report, incident response times, access control, etc	100%					
TOTAL		100%			100%				<b>0</b>

Rating	Description
3	Excellent Performance
2	Accepted Performance
1	Poor Performance

**Schedule 5: Service Provider’s Compliance Documents**

ITEMS	DESCRIPTION	ATTACHED (Y/N)	EXPIRY DATE
1	Proof of Registration with the Private Security Industry Regulatory Authority (PSIRA) for the Bidding Entity		
2	Proof of Registration with the Private Security Industry Regulatory Authority (PSIRA) for the Member(s), Director (s), Partner(s), / Trustee(s) and Employees of the Bidding Entity		
3	Proof of Compliance with the Pension Fund Act 24 OF 1956		
4	Proof Of Compliance with the Unemployment Insurance Fund (UIF)		
5	Proof Of Registration with the Compensation for Occupational Injuries and Diseases Act (130 of 1993) (COIDA)		
6	Proof Of Compliance with the Firearms Control Act (Act 60 of 2000)		
7	Proof Of Compliance with Performing Animals’ Protection Act (PAPA) Act 4 Of 2016		
8	Proof Of Compliance with National Key Points Act, 102 Of 1980		

**Schedule 6: Service Provider's Rates Per Shift**

Eight (8) Shift	Year 1			Year 2			Year 3			
	Personnel	Normal	Sunday	Public Holiday	Normal	Sunday	Public Holiday	Normal	Sunday	Public Holiday
<b>Unarmed Security Officers</b>										
Grade A										
Grade B										
Grade C										
<b>Armed Security Officers</b>										
Grade A										
Grade B										
Grade C										
<b>Dog handler and Guard Dog Security Officers</b>										
Grade A										
Grade B										
Grade C										
<b>National Key Point Armed Security Officers</b>										
Grade A										
Grade B										
Grade C										

Ten (10) Shift	Year 1			Year 2			Year 3			
	Personnel	Normal	Sunday	Public Holiday	Normal	Sunday	Public Holiday	Normal	Sunday	Public Holiday
<b>Unarmed Security Officers</b>										
Grade A										
Grade B										
Grade C										
<b>Armed Security Officers</b>										
Grade A										
Grade B										
Grade C										
<b>Dog handler and Guard Dog Security Officers</b>										
Grade A										
Grade B										
Grade C										
<b>National Key Point Armed Security Officers</b>										
Grade A										
Grade B										
Grade C										

Twelve (12) Hours Shift	Year 1			Year 2			Year 3			
	Personnel	Normal	Sunday	Public Holiday	Normal	Sunday	Public Holiday	Normal	Sunday	Public Holiday
<b>Unarmed Security Officers</b>										
Grade A										
Grade B										
Grade C										
<b>Armed Security Officers</b>										
Grade A										
Grade B										
Grade C										
<b>Dog handler and Guard Dog Security Officers</b>										
Grade A										
Grade B										
Grade C										
<b>National Key Point Armed Security Officers</b>										
Grade A										
Grade B										
Grade C										

Sixteen (16) Hours Shift	Year 1			Year 2			Year 3			
	Personnel	Normal	Sunday	Public Holiday	Normal	Sunday	Public Holiday	Normal	Sunday	Public Holiday
<b>Unarmed Security Officers</b>										
Grade A										
Grade B										
Grade C										
<b>Armed Security Officers</b>										
Grade A										
Grade B										
Grade C										
<b>Dog handler and Guard Dog Security Officers</b>										
Grade A										
Grade B										
Grade C										
<b>National Key Point Armed Security Officers</b>										
Grade A										
Grade B										
Grade C										

SECURITY EQUIPMENT		7 days a week, 16 hours			7 days a week, 12 hours			7 days a week, 10 hours			7 days a week, 8 hours		
Description / Item Code	Unit of Measure	* Price Year 1 (excl)	* Price Year 2 (excl)	* Price Year 3 (excl)	* Price Year 1 (excl)	* Price Year 2 (excl)	* Price Year 3 (excl)	* Price Year 1 (excl)	* Price Year 2 (excl)	* Price Year 3 (excl)	* Price Year 1 (excl)	* Price Year 2 (excl)	* Price Year 3 (excl)
<b>Communication Tools</b>													
Digital handheld two-way radio,	Each												
Cell phones (where applicable)	Each												
<b>Housing And Ablution Facilities</b>													
Guard Hut	Each												
Portable Toilet	Each												
<b>Mobile Patrol Tools</b>													
<b>Motor Vehicles</b>													
4 X 4 double Cabs with roller shutters	Each												
4 X 4 single Cabs with roller shutters	Each												
4 X 2 double Cabs with roller shutters	Each												
4 X 2 single Cabs with roller shutters													
5-door sedan/hatchback													
<b>Golf Cart</b>													
Two-wheel	Each												
Four-wheel	Each												
Two-Wheel Segway	Each												
Bicycle	Each												
Razor wire	Per metres												
<b>Security System</b>													
Dispatch monitoring System,	Each												
Visitor management system and scanning devices	Each												

Drone and tracking system, where applicable	Each																		
---	------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

**Schedule 7: Service Provider’s Control Rates Per Month**

Item	Description / Item Code	Unit of Measure	Shift Pattern	7 days a week, 8 hours			7 days a week, 10 hours			7 days a week, 12 hours			7 days a week, 16 hours						
				* Price Year 1 (excl)	* Price Year 2 (excl)	* Price Year 3 (excl)	* Price Year 1 (excl)	* Price Year 2 (excl)	* Price Year 3 (excl)	* Price Year 1 (excl)	* Price Year 2 (excl)	* Price Year 3 (excl)	* Price Year 1 (excl)	* Price Year 2 (excl)	* Price Year 3 (excl)				
	<b>UNARMED SECURITY OFFICERS</b>																		
1	GRADE A	Per Person	Per month																
2	GRADE B	Per Person	Per month																
3	GRADE C	Per Person	Per month																
	<b>ARMED SECURITY OFFICERS</b>																		
4	GRADE A	Per Person	Per month																
5	GRADE B	Per Person	Per month																
6	GRADE C	Per Person	Per month																
	<b>DOG HANDLERS AND GUARD DOG SECURITY OFFICERS</b>																		
7	GRADE A	Per Person	Per month																
8	GRADE B	Per Person	Per month																
9	GRADE C	Per Person	Per month																
	<b>NATIONAL KEY POINT (NKP) SECURITY OFFICERS</b>																		
10	GRADE A	Per Person	Per month																
11	GRADE B	Per Person	Per month																
12	GRADE C	Per Person	Per month																

Item	Description / Item Code	Unit of Measure	Frequency	6 days a week, 8 hours, Including Public Holidays			6 days a week, 10 hours, Including Public Holidays			6 days a week, 12 hours, Including Public Holidays			6 days a week, 16 hours, Including Public Holidays		
				* Price Year 1 (excl)	* Price Year 2 (excl)	* Price Year 3 (excl)	* Price Year 1 (excl)	* Price Year 2 (excl)	* Price Year 3 (excl)	* Price Year 1 (excl)	* Price Year 2 (excl)	* Price Year 3 (excl)	* Price Year 1 (excl)	* Price Year 2 (excl)	* Price Year 3 (excl)
	<b>UNARMED SECURITY OFFICERS</b>														
1	GRADE A	Per Person	Per month												
2	GRADE B	Per Person	Per month												
3	GRADE C	Per Person	Per month												
	<b>ARMED SECURITY OFFICERS</b>														
4	GRADE A	Per Person	Per month												
5	GRADE B	Per Person	Per month												
6	GRADE C	Per Person	Per month												
	<b>DOG HANDLERS AND GUARD DOG SECURITY OFFICERS</b>														
7	GRADE A	Per Person	Per month												
8	GRADE B	Per Person	Per month												
9	GRADE C	Per Person	Per month												
	<b>NATIONAL KEY POINT (NKP) SECURITY OFFICERS</b>														
10	GRADE A	Per Person	Per month												
11	GRADE B	Per Person	Per month												
12	GRADE C	Per Person	Per month												

Item	Description / Item Code	Unit of Measure	Frequency	6 days a week, 8 hours, Excluding Public Holidays			6 days a week, 10 hours, Excluding Public Holidays			6 days a week, 12 hours, Excluding Public Holidays			6 days a week, 16 hours, Excluding Public Holidays		
				* Price Year 1 (excl)	* Price Year 2 (excl)	* Price Year 3 (excl)	* Price Year 1 (excl)	* Price Year 2 (excl)	* Price Year 3 (excl)	* Price Year 1 (excl)	* Price Year 2 (excl)	* Price Year 3 (excl)	* Price Year 1 (excl)	* Price Year 2 (excl)	* Price Year 3 (excl)
	<b>UNARMED SECURITY OFFICERS</b>														
1	GRADE A	Per Person	Per month												
2	GRADE B	Per Person	Per month												
3	GRADE C	Per Person	Per month												
	<b>ARMED SECURITY OFFICERS</b>														
4	GRADE A	Per Person	Per month												
5	GRADE B	Per Person	Per month												
6	GRADE C	Per Person	Per month												
	<b>DOG HANDLERS AND GUARD DOG SECURITY OFFICERS</b>														
7	GRADE A	Per Person	Per month												
8	GRADE B	Per Person	Per month												
9	GRADE C	Per Person	Per month												
	<b>NATIONAL KEY POINT (NKP) SECURITY OFFICERS</b>														
10	GRADE A	Per Person	Per month												
11	GRADE B	Per Person	Per month												
12	GRADE C	Per Person	Per month												

Item	Description / Item Code	Unit of Measure	Frequency	5 days a week, 8 hours, Including Public Holidays			5 days a week, 10 hours, Including Public Holidays			5 days a week, 12 hours, Including Public Holidays			5 days a week, 16 hours, Including Public Holidays		
				* Price Year 1 (excl)	* Price Year 2 (excl)	* Price Year 3 (excl)	* Price Year 1 (excl)	* Price Year 2 (excl)	* Price Year 3 (excl)	* Price Year 1 (excl)	* Price Year 2 (excl)	* Price Year 3 (excl)	* Price Year 1 (excl)	* Price Year 2 (excl)	* Price Year 3 (excl)
	<b>UNARMED SECURITY OFFICERS</b>														
1	GRADE A	Per Person	Per month												
2	GRADE B	Per Person	Per month												
3	GRADE C	Per Person	Per month												
	<b>ARMED SECURITY OFFICERS</b>														
4	GRADE A	Per Person	Per month												
5	GRADE B	Per Person	Per month												
6	GRADE C	Per Person	Per month												
	<b>DOG HANDLERS AND GUARD DOG SECURITY OFFICERS</b>														
7	GRADE A	Per Person	Per month												
8	GRADE B	Per Person	Per month												
9	GRADE C	Per Person	Per month												
	<b>NATIONAL KEY POINT (NKP) SECURITY OFFICERS</b>														
10	GRADE A	Per Person	Per month												
11	GRADE B	Per Person	Per month												
12	GRADE C	Per Person	Per month												

Item	Description / Item Code	Unit of Measure	Frequency	5 days a week, 8 hours, Excluding Public Holidays			5 days a week, 10 hours , Excluding Public Holidays			5 days a week, 12 hours , Excluding Public Holidays			5 days a week, 16 hours , Excluding Public Holidays		
				* Price Year 1 (excl)	* Price Year 2 (excl)	* Price Year 3 (excl)	* Price Year 1 (excl)	* Price Year 2 (excl)	* Price Year 3 (excl)	* Price Year 1 (excl)	* Price Year 2 (excl)	* Price Year 3 (excl)	* Price Year 1 (excl)	* Price Year 2 (excl)	* Price Year 3 (excl)
	<b>UNARMED SECURITY OFFICERS</b>														
1	GRADE A	Per Person	Per month												
2	GRADE B	Per Person	Per month												
3	GRADE C	Per Person	Per month												
	<b>ARMED SECURITY OFFICERS</b>														
4	GRADE A	Per Person	Per month												
5	GRADE B	Per Person	Per month												
6	GRADE C	Per Person	Per month												
	<b>DOG HANDLERS AND GUARD DOG SECURITY OFFICERS</b>														
7	GRADE A	Per Person	Per month												
8	GRADE B	Per Person	Per month												
9	GRADE C	Per Person	Per month												
	<b>NATIONAL KEY POINT (NKP) SECURITY OFFICERS</b>														
10	GRADE A	Per Person	Per month												
11	GRADE B	Per Person	Per month												
12	GRADE C	Per Person	Per month												

SECURITY EQUIPMENT			7 days a week, 8 hours			7 days a week, 10 hours			7 days a week, 12 hours			7 days a week, 16 hours			7 days a week, 24 hours		
Description / Item Code	Unit of Measure		Price Year 1 (excl)	Price Year 2 (excl)	Price Year 3 (excl)	Price Year 1 (excl)	Price Year 2 (excl)	Price Year 3 (excl)	Price Year 1 (excl)	Price Year 2 (excl)	Price Year 3 (excl)	Price Year 1 (excl)	Price Year 2 (excl)	Price Year 3 (excl)	Price Year 1 (excl)	Price Year 2 (excl)	Price Year 3 (excl)
<b>Communication Tools</b>																	
Digital handheld two-way radio,	Each	Per Month															
Cell phones (where applicable)	Each	Per Month															
<b>Housing And Ablution Facilities</b>																	
Guard Hut	Each	Per Shift															
Portable Toilet	Each	Per Shift															
<b>Mobile Patrol Tools</b>																	
<b>Motor Vehicles</b>																	
4 X 4 double Cabs with roller shutters	Each	Per Month															
4 X 4 single Cabs with roller shutters	Each	Per Month															
4 X 2 double Cabs with roller shutters	Each	Per Month															
4 X 2 single Cabs with roller shutters	Each	Per Month															
5-door sedan/hatchback	Each	Per Month															
<b>Golf Cart</b>																	
Two-wheel	Each	Per Month															
Four-wheel	Each	Per Month															
Two-Wheel Segway	Each	Per Month															
Bicycle	Each	Per Month															

Razor wire	Per metres	Per Month																
<b>Security System</b>																		
Dispatch monitoring System,	Each	Per Month																
Visitor management system and scanning devices	Each	Per Month																
Drone and tracking system, where applicable	Each	Per Month																

SECURITY EQUIPMENT			5 days a week, 8 hours			5 days a week, 10 hours			5 days a week, 12 hours			5 days a week, 16 hours			6 days a week, 24 hours		
Description / Item Code	Unit of Measure		Price Year 1 (excl)	Price Year 2 (excl)	Price Year 3 (excl)	Price Year 1 (excl)	Price Year 2 (excl)	Price Year 3 (excl)	Price Year 1 (excl)	Price Year 2 (excl)	Price Year 3 (excl)	Price Year 1 (excl)	Price Year 2 (excl)	Price Year 3 (excl)	Price Year 1 (excl)	Price Year 2 (excl)	Price Year 3 (excl)
<b>Communication Tools</b>																	
Digital handheld two-way radio,	Each	Per Month															
Cell phones (where applicable)	Each	Per Month															
<b>Housing And Ablution Facilities</b>																	
Guard Hut	Each	Per Month															
Portable Toilet	Each	Per Month															
<b>Mobile Patrol Tools</b>																	
<b>Motor Vehicles</b>	Each	Per Month															
4 X 4 double Cabs with roller shutters	Each	Per Month															
4 X 4 single Cabs with roller shutters	Each	Per Month															
4 X 2 double Cabs with roller shutters	Each	Per Month															
4 X 2 single Cabs with roller shutters																	
5-door sedan/hatchback																	
<b>Golf Cart</b>	Each	Per Month															
Two-wheel	Each	Per Month															
Four-wheel	Each	Per Month															

Two-Wheel Segway	Each	Per Month																
Bicycle	Each	Per Month																
Mobile Razor wire	Per metres	Per Month																
<b>Security System</b>																		
Dispatch monitoring System,	Each	Per Month																
Visitor management system and scanning devices	Each	Per Month																
Drone and tracking system, where applicable	Each	Per Month																

DRAFT

## Schedule 8: Contract Authority For A Three-Year Period

**Part A: OFFER BY TENDERER** - In response to **Tender Number : 1C-29300 I** / we hereby offer to supply the goods / services detailed hereunder in accordance with the Technical Specification, and subject to the Standard and Special Conditions of Tender (Goods/Services), and General and Special Conditions of Contract, which accompanied your Tender (with which I / we acknowledge myself / ourselves to be fully acquainted) at the price stated below, or in the case of individual rates are indicated in Section 8 : Bill Of Quantities / Schedule of Rates / Activities.

QUOTATION PRICE EXCLUSIVE OF VAT	VAT AMOUNT	QUOTATION PRICE INCLUSIVE OF VAT
R	R	* R
* AMOUNT IN WORDS (incl. VAT): .....		

I / We hereby agree that this tender will hold good and remain open for acceptance as specified in the Conditions of Tender or during such other period as may be specified in the Special Conditions of Tender.

eThekwini Vendor Portal Registration Number: PR  
 C.S.D Registration Number: MAAA  
 S.A.R.S Pin Number: \_\_\_\_\_

**Completion of the following is compulsory. Failure to declare the following will invalidate your offer.**

**Declaration of Interest**

Are any of the entity's directors, managers, principle shareholder or stakeholders currently in the service of the state or have been in the service of the state in the past twelve (12) months?  Yes  No

Is any spouse, child or parent of the entity's directors, managers, principle shareholder or stakeholder currently in the service of the state or have been in the service of the state in the past twelve (12) months?  Yes  No

Name of entity's member	Position in Entity	Name of Relative (if applicable)	Name of State Institution	Nature of Relationship

Do you or any other directors, managers, principle shareholder or stakeholder of your entity have any relationship (spouse, family, friend, associate) with persons in the service of the state and/or who may be involved with the evaluation of this quotation? If yes please furnish particulars below  Yes  No

Name of entity's member	Position in Entity	Name of Relative (if applicable)	Name of State Institution	Nature of Relationship

Refer to the Consolidated MBD Documents in Section 4(d) for the definition of "in service of the State"

\* **Signature** : \_\_\_\_\_ \* **Name (capitals):** \_\_\_\_\_  
**Date:** \_\_\_\_\_ **Capacity:** \_\_\_\_\_  
 \* **Name of Business:** \_\_\_\_\_ **Tel:** \_\_\_\_\_  
**Address:** \_\_\_\_\_ **Fax:** \_\_\_\_\_  
 \_\_\_\_\_

\* Denotes Mandatory Information

**Failure to complete the Mandatory Information and sign this Tender Form will invalidate the tender**

**Part B: ACCEPTANCE BY PURCHASER** - The Purchaser, as represented by the following Official, hereby accepts the Tenderer's offer in terms of the Conditions of Tender, Specifications, and Conditions of Contract.

**Signature:** \_\_\_\_\_ **Name (capitals):** \_\_\_\_\_  
**Date:** \_\_\_\_\_ **Capacity:** \_\_\_\_\_

DRAFT

DRAFT

**Schedule 8:** Contract Authority per Contract Period (Form of Offer)

DRAFT

**Schedule 9: Allocated Sites**

DRAFT

**Schedule 10:** Deployed Resources

DRAFT

**Schedule 11:** Individual Service Level Agreement

DRAFT