

## **CONTRACT DATA**

**A contract between**

**SENTECH, Sender Technology Park, Radiokop, Octave Road, Honeydew, and**

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**APPOINTMENT OF A SERVICE PROVIDER TO RENDER SECURITY SERVICES AT  
SENTECH HEAD OFFICE, SENTECH TOWER AND NASREC FOR A PERIOD OF THREE (3)  
YEARS**

**Bid Number: SENT-004-2024-25**

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## PART C1: AGREEMENTS AND CONTRACT DATA –

### Form of Offer and Acceptance Offer

Sentech, identified in the acceptance signature block, has solicited offers to enter into a contract for the Appointment of a Service Provider to render security services at Sentech Head Office, Sentech Tower and Nasrec for a period of three (3) years.

The Bidder, identified in the offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Bid schedules, and by submitting this offer has accepted the conditions of the Bid.

By the representative of the Bidder, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Bidder offers to perform all of the obligations and liabilities of the Bidder under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

### THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF APPLICABLE TAXES; (in the Bids applicable currency).

\_\_\_\_\_ (amount in words);

\_\_\_\_\_ (amount in figures)

***NB: The Prices quoted above is the total Bid offer inclusive of all applicable taxes for the Contract duration. The price must be carried over from the price breakdown / schedule of rates provided in the Bid document.***

This offer may be accepted by Sentech by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the Bidder before the end of the period of validity stated in the Tender Data, whereupon the Bidder becomes the party named as the Bidder in the conditions of contract identified in the Contract Data.

**Bidder's Signature(s)** \_\_\_\_\_

**Signed by the Bidder at** \_\_\_\_\_ **on this the** \_\_\_\_\_ **day of** \_\_\_\_\_ **20** \_\_\_\_\_

**Name(s)** \_\_\_\_\_

**Capacity** \_\_\_\_\_

**Address (Domicillium)**  
 \_\_\_\_\_  
 \_\_\_\_\_

## Acceptance

By signing this part of this form of offer and acceptance, Sentech accepts the Bidder's offer. In consideration thereof, Sentech shall pay the Bidder the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the Bidder's offer by the signature by Sentech shall form an agreement between Sentech and the Bidder upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1 Agreements and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work.

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto as listed in the Bid schedules as well as any changes to the terms of the offer agreed by the Bidder and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from the said documents are valid unless contained in this schedule of deviations.

Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

**Sentech's Signature(s)** \_\_\_\_\_

**Signed by Sentech at** \_\_\_\_\_ **on this the** \_\_\_\_\_ **day of** \_\_\_\_\_ **20** \_\_\_\_\_

**Name(s)** \_\_\_\_\_

**Designation** \_\_\_\_\_

**SENTECH SOC LIMITED,**  
Sender Technology Park  
Octave Road, Radiokop  
Honeydew  
Johannesburg

**Date** \_\_\_\_\_

**Upon acceptance by Sentech of the Bidder's offer, a contract will come into existence.**

## SCHEDULE OF DEVIATIONS

**Notes:**

- 1 The extent of deviations from the Bid documents issued by the Sentech before the Bid closing date is limited to those permitted in terms of the conditions of Bid.
- 2 A Bidder's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
- 3 Any other matter arises from the process of offer and acceptance either as a confirmation, clarification or change to the Bid documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
- 4 Any change or addition to the Bid documents arising from the above agreements and recorded here shall also be incorporated into the Contract.

1. **Subject** \_\_\_\_\_

**Details** \_\_\_\_\_

2. **Subject** \_\_\_\_\_

**Details** \_\_\_\_\_

3. **Subject** \_\_\_\_\_

**Details** \_\_\_\_\_

4. **Subject** \_\_\_\_\_

**Details** \_\_\_\_\_

By the duly authorised representatives signing this schedule of deviations, Sentech and the Bidder agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Bid schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Bidder and Sentech during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the Bid documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

## Contract Data

### Part one - Data provided by Sentech given in all contracts

#### 1. The *Purchaser* is

**SENTECH SOC LIMITED,**  
Sender Technology Park  
Octave Road  
Radiokop  
Honeydew  
Johannesburg

#### 2. General

The National Treasury General Conditions of Contract for goods and services (NT GCC, 2010) or General Conditions of Contract for Works (2015) as issued by National Treasury and the Construction Industry Development Board of the Republic of South Africa apply, respectively.

The goods are specified in the Scope of Work. The Special Conditions of Contract (SCC) are stipulated in the Tender Data.

#### 3. Goods information:

The *Goods Information* is in the document called "Scope of Work" and in the documents and drawings referred to by it.

#### 4. Terms of Delivery

The *Terms of Delivery* are contained in the General Conditions of Contract (GCC) and Special Conditions of Contract.

#### 5. Language

The *language* of this contract is English.

#### 6. Governing Laws and Jurisdiction

The Contract shall be governed by and interpreted according to the laws of the Republic of South Africa.

In the event of a conflict between or inconsistency in the laws applicable in the various provinces of the Republic of South Africa, the law as applied and interpreted in the Gauteng Province shall prevail.

The parties irrevocably submit to the exclusive jurisdiction of the South Gauteng High Court, Johannesburg in respect of any action or proceeding arising from this Bid.

This Bid and all contracts emanating there from will be subject to the General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the SCC are in conflict with the GCC, the SCC shall prevail.

#### 7. Sub-contracting post award

A Bidder awarded a Bid may only enter into a subcontracting arrangement with the approval of Sentech. The successful bidder 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 Bidder concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

#### 8. Transformation Plan

A transformation plan is a record of activities an entity intends to undertake to improve its BBBEE Level through Ownership, Management and Control; Skills Development; Enterprise and Supplier Development and Socio-Economic Development.

Sentech reserves the right to request a BBBEE transformation plan with clearly defined timelines and milestones if the recommended bidder does not meet Sentech's transformation goals. These milestones must be achieved over the term of the contract. This transformation plan shall be submitted within 10 working days from the written request, failing which Sentech reserves the right to withdraw its appointment of the preferred recommended Bidder.

## **9. Warranty**

The warranty period is 12 months after Delivery.

## **10. Payment**

The method and conditions of payment are contained in the Tender Data, GCC and SCC.

The interest on late payment is 0 % per complete week of delay.

## **11. Currency**

South African registered businesses that purchase equipment overseas and quote in foreign currency will be required to provide Sentech a 6-month forward cover contract on appointment. The 6 months forward cover will be re-negotiated and renewed every 6 months should the contract term on this tender be longer than 6 months.

## **12. General - Prices**

Unless approval has been obtained from Sentech, no adjustment in contract prices will be made.

Applications for price adjustment must be accompanied by documentary evidence in support of any adjustment.

## **13. Price Negotiations**

Sentech reserves the right to negotiate market related prices. If market-related prices are not agreed to, Sentech reserves the right to cancel the Bid.

## **14. Liabilities indemnities and insurance**

Insurance is required from the Bidder in respect of delivery and transportation where applicable.

## **15. Disputes**

Should any dispute, disagreement or claim arise between the parties ("the dispute") concerning this Agreement, the parties shall try to resolve the dispute by negotiation. This entails one party inviting the other party to meet and attempt to resolve the dispute within fourteen (14) days from the date of the written invitation.

If the dispute has not been resolved by such negotiation as referred to in this clause above, the Parties shall submit the dispute to the Arbitration Foundation of Southern Africa ("AFSA") for administered mediation, upon the terms set out by the AFSA secretariat.

Failing such resolution, the dispute shall be resolved by arbitration in accordance with the rules and procedures of AFSA by an arbitrator appointed by AFSA. Where the arbitration route is followed, the dispute must be adjudicated within Johannesburg in the English language and finally resolved in accordance with the rules of AFSA, by an arbitrator or arbitrators appointed by that Foundation.

The provisions of this clause shall not preclude any party from obtaining relief from a Court of competent jurisdiction. To this extent, the Parties hereby consent to the jurisdiction of the South Gauteng High Court, Johannesburg, South Africa. The provisions of this clause shall continue to be binding on the Parties, notwithstanding any termination or cancellation of this Agreement.

## **16. Termination**

Sentech shall have the right, at its sole and exclusive discretion, upon written notice to the Bidder, to terminate this Agreement, in whole or in part should the Bidder fail to perform any of its obligations or deliver any deliverable timeously or should Sentech not be satisfied with the quality of any service/s in terms of this Agreement, to the satisfaction of Sentech.

Sentech shall furthermore have the right, as a result of such termination, to appoint a third party to perform the obligations of the Bidder in terms of the Agreement and the Bidder indemnifies Sentech against all costs incurred by Sentech in appointing such third party to fulfil the obligations of the Bidder.

Sentech shall have the right, at its sole and exclusive discretion, to terminate this Agreement, at any time, upon 30 (thirty) days' written notice to the Bidder.

## **17. Contract Term**

This contract will run for a period of **36** months.

## **18. Supplier Due Diligence**

Sentech reserves the right to conduct supplier due diligence at any time pre, during and post the contract period. This may include announced or unannounced site visits.

## **19. Cession**

Sentech shall be entitled to cede, delegate, assign, charge, transfer or otherwise dispose of this Agreement or any rights or obligations therein in whole or in part, upon prior written notice to the Bidder.

## **20. Monitoring and Evaluation**

The service delivery and performance of the Bidder will be monitored and evaluated by Sentech at all relevant times. In the event that the Bidder defaults in any manner or form, Sentech reserves the right to blacklist the Bidder on the National Treasury Database of Prohibited Suppliers and Tender Defaulters, and to take such further steps as may be warranted in the circumstances which steps shall be determined at Sentech's sole and exclusive discretion.

## **21. Protection of Personal Information Act No. 4 of 2013 ("POPI")**

Sentech is POPI compliant, and the Bidder will ensure that it conducts itself within the prescripts of the prescribed legislation.

Should Sentech need to collect Personal Information by law or in consideration of the Tender, and the Bidder fail to provide the Personal Information when requested, Sentech may refuse to accept the relevant services from the Bidder, and the Bidder will be notified in this event.

By agreeing to the terms of this Agreement, the Bidder voluntarily authorizes Sentech to process its' personal information (including its' name, credit card & banking details, physical address, telephone numbers, reference letters & any other information it has provided to Sentech) for purposes of Tendering and contracting.

The Bidder consents to the transfer of such personal information to third parties.

This consent is effective immediately and will endure until the relationship between the Bidder and Sentech has been terminated.

The Bidder indemnifies and holds Sentech harmless against any loss, whether direct or indirect, arising out of the failure to process any of its' personal data in accordance with applicable laws.

## **22. Delay damages**

As stipulated in the Special Conditions of Contract.

### **Sentech's Representative is**

Name: Mr. Zunaid Adams

Address: **SENTECH SOC LIMITED,**

Sender Technology Park  
Octave Road,  
Radiokop, Honeydew  
Johannesburg

Tel No. 0114714400



Sentech's Representative is the Executive: Legal and Regulatory.

## **Contract Data**

### **Part two - Data provided by the Bidder**

#### **Statements given in all contracts**

**The Bidder is:**

Name \_\_\_\_\_ Address

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a company / close corporation / partnership duly incorporated in accordance with the laws of the Republic of South Africa.

## PART C2: PRICING DATA

### Price List

**Notes:** Bidders to note that the pricing for this bid will be evaluated in line with the current PSIRA pricing structure for AREA 1 and 2.

### COST BREAKDOWN

Promulgated monthly salary.

Description	Explanation	Grade B	Grade C
Monthly salary	Labour legislation requirements	R	R

### A. EMPLOYEE COSTS

Description	Explanation	Grade B	Grade C
Primary Security Officer	4 shift per week (48 hrs)	R	R
Relief Security Officer	2 shifts per (24 hrs)	R	R
Sunday pay premium	4.333 weeks per month at 1	R	R
Public holiday	1 shift per month at 1.5	R	R
Leave provisions	21 consecutive days	R	R
Sick pay	1 shift per month	R	R
Study leave	6 days per annum	R	R
Family responsibility leave	5 days per annum	R	R
Night shift allowance	Rates per night shift worked	R	R
Provident fund		R	R
Hospital cover		R	R
Statutory annual bonus		R	R
<b>Sub-total of employees' costs</b>		R	R

**B. STATUTORY FEES**

Description	Explanation	Grade B	Grade C
COIDA	2.88% of employee income	R	R
UIF	1% of employee income	R	R
Skills development	1% of remuneration (SDL)	R	R
<b>Sub-total of statutory fees</b>		R	R

**C POSSIBLE EXTRAS**

Description	Explanation	Grade B	Grade C
Set of uniform (statutory requirements)	Per person, per annum	R	R
Firearm allowances	Rates per shift	R	R
NKP allowance	Rates per shift	R	R
Patrol vehicle	Rates per month	R	R
Guard monitoring system	Rates per month	R	R
Push to talk hand radio	Rates per month	R	R
Once off installations	Once off	R	R
Share of overheads	Direct costs	R	R
<b>Sub-total of possible costs</b>		R	R

<b>Total cost per month: Grade B armed guard</b>	R	R
<b>Total cost per month: Grade C unarmed</b>	R	R
<b>Total cost per month: NKP Grade C armed guard</b>	R	R

## 1. SENTECH HEAD OFFICE-STP

Sentech Head Office is divided into the following sections:

### 1.1. Head Office- Main gate

DESCRIPTION	RATE		Total Cost Per Annum (VAT Excl)
	Quantity	Monthly (VAT Excl) per Officer/equipment	
Unarmed Security Officer: Grade C (Day shift): Mon-Fri, weekends and public holiday, (06H00-18H00)	3	R	R
Unarmed Security Officer: Grade C (Night shift): Mon-Fri, weekends and public holiday, (18H00-06H00)	2	R	R
Hand radio	2	R	R
Guard monitoring system	1	R	R
<b>Total cost per year 1(VAT Excl.)</b>			R

### Price escalations

Description	Year 2	Year 3
Price increase %		
Monthly rate per officer (VAT Excl.)	R	R
Monthly rate per hand radio (VAT Excl.)	R	R
Monthly rate Guard monitoring system (VAT Excl.)	R	R
<b>Total Cost Per Year (VAT Excl.)</b>	R	R

### 1.2. Head Office – Main building

DESCRIPTION	RATE		Total Cost Per Annum (VAT Excl)
	Quantity	Monthly (VAT Excl) per guard/equipment	
Unarmed Security Officer: Grade C (Day shift): Mon-Fri. (06h00-18h00)	1	R	R
Handheld radio	1	R	R
<b>Total cost per year 1(VAT Excl.)</b>			R

#### Annual price escalations

Description	Year 2	Year 3
Price increase %		
Monthly rate per officer (VAT Excl.)	R	R
Monthly rate per handheld radio (VAT Excl.)	R	R
<b>Total Cost Per Year (VAT Excl.)</b>	R	R

### 1.3. National Operational Centre

DESCRIPTION	RATE		Total Cost Per Annum (VAT Excl)
	Quantity	Monthly (VAT Excl) per officer/equipment	
Armed NKP Security Officer: Grade C (Day shift): Mon-Fri, weekends and public holiday, (06H00-18H00)	3	R	R
Armed NKP Security Officer: Grade C (Night shift): Mon-Fri, weekends and public holiday, (18H00-06H00)	3	R	R
Handheld radio	2	R	R
Guard monitoring system	1	R	R
<b>Total cost per year 1(VAT Excl.)</b>			R

#### Price escalations

Description	Year 2	Year 3
Price increase %		
Monthly rate per officer (VAT Excl.)	R	R
Monthly rate per hand radio (VAT Excl.)	R	R

<b>Monthly rate Guard monitoring system (VAT Excl.)</b>	R	R
<b>Total Cost Per Year (VAT Excl)</b>	R	R

#### 1.4. Sentech Control room

DESCRIPTION	RATE		Total Cost Per Annum (VAT Excl.)
	Quantity	Monthly (VAT Excl) per officer/equipment	
Armed NKP Security Officer: Grade C- control room operators (Day shift): Mon-Fri, weekends and public holiday, (06H00-18H00)	2	R	R
Armed NKP Security Officer: Grade C-control room operators (Night shift): Mon-Fri, weekends and public holiday, (18H00-06H00)	2	R	R
Base radio	1	R	R
<b>Total cost per year 1(VAT Excl)</b>			R

#### Price escalations

Description	Year 2	Year 3
<b>Price increase %</b>		
<b>Monthly rate per officer (VAT Excl.)</b>	R	R
<b>Monthly rate per base radio (VAT Excl.)</b>	R	R
<b>Total Cost Per Year (VAT Excl.)</b>	R	R

**2. Nasrec**

DESCRIPTION	RATE		Total Cost Per Annum (VAT Excl.)
	Quantity	Monthly (VAT Excl) per Officer/equipment	
Unarmed Security Officer: Grade C (Day shift): Mon-Fri, weekends and public holiday, (06H00-18H00)	2	R	R
Unarmed Security Officer: Grade C (Night shift): Mon-Fri, weekends and public holiday, (18H00-06H00)	2	R	R
Hand radio	1	R	R
Base Radio	1	R	R
Guard monitoring system	1	R	R
<b>Total cost per year 1(VAT Excl)</b>			R

**Price escalations**

Description	Year 2	Year 3
Price increase %		
Monthly rate per officer (VAT Excl.)	R	R
Monthly rate per hand radio (VAT Excl.)	R	R
Monthly rate per base radio (VAT Excl.)	R	R
Monthly rate Guard monitoring system (VAT Excl.)	R	R
<b>Total Cost Per Year (VAT Excl.)</b>	R	R

### 3. Sentech Tower

DESCRIPTION	RATE		Total Cost Per Annum (VAT Excl.)
	Quantity	Monthly (VAT Excl) per officer/equipment	
Armed NKP Security Officer: Grade C (Day shift): Mon-Fri, weekends and public holiday, (06H00-18H00)	3	R	R
Armed NKP Security Officer: Grade C (Night shift): Mon-Fri, weekends and public holiday, (18H00-06H00)	3	R	R
Handheld radio	1	R	R
Base radio	1	R	R
Guard monitoring system	1	R	R
<b>Total cost per year 1(VAT Excl.)</b>			R

### Price escalations

Description	Year 2	Year 3
Price increase %		
Monthly rate per officer (VAT Excl.)	R	R
Monthly rate per hand radio (VAT Excl.)	R	R
Monthly rate per base radio (VAT Excl.)	R	R
Monthly rate Guard monitoring system (VAT Excl.)	R	R
<b>Total Cost Per Year (VAT Excl.)</b>	R	R

#### 4. Supervisor

DESCRIPTION	RATE		Total Cost Per Annum (VAT Excl.)
	Quantity	Monthly (VAT Excl) per officer/equipment	
Armed NKP Security Supervisor: Grade B (Day shift): Mon-Fri, weekends and public holiday, (06H00-18H00)	1	R	R
Armed NKP Security Supervisor: Grade B (Night shift): Mon-Fri, weekends and public holiday, (18H00-06H00)	1	R	R
Patrol vehicle: Day and night, Mon-Fri, weekends and public holiday, 24 hours	1	R	R
<b>Total cost per year 1(VAT Excl.)</b>			R

#### Price escalations

Description	Year 2	Year 3
Price increase %		
Monthly rate per Supervisor (VAT Excl.)	R	R
<b>Total Cost Per Year (VAT Excl.)</b>	R	R

<b>Once –Off Installation and Setup Costs excl Vat</b>	R
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#### Annual National and Provincial Shooting Programme – Ammunitions

- This is once off in a year, it's for two weeks training before the Programme – This applies to Two NKP Sites only.
- One Team must be created to represent the Two NKP Sites at the Programme
- Security Officers Team must be trained to participate in the Programme every year.

Description	Quantity	Two weeks Unit Price excl Vat Year 1	Two Weeks Unit Price excl Vat Year 2	Two Weeks Unit Price excl Vat Year 3
Handgun – Ammunition (04 officers)	10 days	R	R	R
Shotgun or Rifle – Ammunition (04 Officers)	10 days	R	R	R
Sub - Total		R	R	R
<b>Total Amount</b>				

<b>TOTAL FOR ALL</b>	<b>GRAND TOTAL excl Vat</b>	<b>GRAND TOTAL excl Vat</b>	<b>GRAND TOTAL excl Vat</b>
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3 SITES and Ammunitions	Year 1	Year 2	Year 3
	R	R	R

**TOTAL COSTS**

GRAND TOTAL PER SITE FOR 3 YEARS	VAT EXCLUSIVE	VAT INCLUSIVE
HEAD OFFICE	R	R
BRIXTON TOWER	R	R
NASREC	R	R
SUPERVISOR	R	R
ANNUAL SHOOTING	R	R
ONCE OFF INSTALLATIONS	R	R
<b>TOTAL CONTRACT COST</b>	R	R

**Optional – Scope of Work – Pricing**

Please note that this pricing will not be used for evaluation purposes. Prices however must be aligned to industry and market prices. These services will be requested as and when required.

**VIP / Close / Escort Protection Services**

Element	Unit	excl Vat Year 1	excl Vat Year 2	excl Vat Year 3
Armed VIP/ Escort Guard	1			
Price of Vehicle	1			
Price of Driver	1			
Hand-radio	1			
Surveillance / Monitoring	1			
Body Camera	1			
Other: <i>Please specify</i>				

Other: <i>Please specify</i>				
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**Deployment of additional guards and or equipment**

<b>Element</b>	<b>Unit</b>	<b>excl Vat Year 1</b>	<b>excl Vat Year 2</b>	<b>excl Vat Year 3</b>
<b>Hand-radio</b>	1			
<b>Armed Security Guard Grade C &amp; NKP qualified</b>	1			
<b>NKP Supervisor Grade B</b>	1			
<b>Base Radio</b>	1			
<b>Guard Monitoring System</b>	1			
<b>Security Guard Grade C</b>	1			
<b>Security Guard Grade A</b>	1			
<b>Patrol dogs' services</b>	1			

## **PART C3: SCOPE OF WORK SENTECH'S GOODS INFORMATION**

**XXXXX**

### **1. TECHNICAL REQUIREMENTS**

#### **1.1. Glossary of Terms**

Abbreviations	Descriptions
ICASA	Independent Communications Authority of South Africa
PSIRA	Private Security Industry Regulating Authority

### **2. INTRODUCTION**

Sentech is a state-owned company and is the largest broadcasting signal distributor in South Africa. Sentech is a licensed Electronic Communications Network Service provider in South Africa. It currently operates many telecommunication networks for Satellite, Television, Radio, Internet and more. As such, Sentech is a global enabler of broadcasting and digital content delivery.

Sentech regional sites face daily threats of vandalism, break-ins, thefts and to some extent possible attacks on staff conducting maintenance or any other network related duties at the sites. This is aggravated by the time the vandalizers have at their disposal to complete their mission due to lack of proactive security systems and dilapidated perimeter fences at some of the sites offering no resistance to site invasions. Some of the sites are also situated within and around nature reserves.

The services required will cater for two National Key Point facilities and the Nasrec facility which is not an NKP but treated as such.

### **SCOPE OF WORK**

### 3. Requirements Security Services

The prospective service provider will provide security services and should adhere to the following, namely:

- i) Security personnel must conduct patrol along the perimeter fence around premises blocks 24/7 and record all patrols in the occurrence book in a detailed manner.
- ii) Conduct parking area patrol and check all SENTECH vehicles from 18h00 – 06h00. All parked SENTECH vehicles must be recorded daily in the register to be provided.
- iii) All visitors/contractor's vehicles entering and leaving SENTECH premises must be registered and searched.
- iv) Security personnel at the check point/gate must ensure that all electronic equipment and firearms are declared and recorded in the register.
- v) Security personnel must ensure that all firearms are declared and kept in the safe provided at the entry point and no firearm to be allowed in the premises besides the armed forces when on duty.
- vi) Security personnel must perform their duties in line with the Control Access to Public Premises Vehicles Act. 1985 (Act 53 of 1985) and any other relevant legislation.
- vii) Security personnel at the check point/gate must ensure that all SENTECH staff produces their access cards with ID photos when entering the premises and when an employee has no access card to register their presence on site in the relevant register.
- viii) Security personnel on site must ensure that all incidents are recorded in the Occurrence book and reported immediately to the Site supervisor, who in turn must report immediately to the Security Department at SENTECH.
- ix) All prescribed patrols conducted must be reported in the Occurrence Book.
- x) Patrols must be done in accordance with the guard monitoring system, which must be functional and in good working order always.
- xi) Intervals between patrols must not be longer than 30 minutes including the guarding system patrols. Ad-hoc/unplanned patrols must also be conducted daily.
- xii) Patrols must **not** be done in the same sequence/duration. Time and route must be rotated.
- xiii) During patrols the Security personnel should ensure that:
  - If there are any windows open should be recorded in the occurrence book, per floor and office block.
  - All SENTECH vehicles parked in the premises and outside after working hours should be checked and monitored.
  - All vehicles leaving the premises must be stopped at check point/gate and the Security guards must search the vehicle and ensure that all SENTECH vehicle drivers produce approved vehicle trip authorizations.
  - Ensure that no suspicious person wanders between vehicles parked inside and outside.
- xiv) Inside office premises, guards will be deployed as follow:

- Security guards to be stationed around main entrance/reception areas and must be fully conversant in English, as they will be interacting with SENTECH clients & stakeholders daily.
- All electronic equipment entering/leaving the office block should be recorded.
- All visitors entering the premises must complete the visitors register and ensure that the host come and collect the visitor.
- The Supervisor and the security guards are prohibited from reading documents or records in offices or the unnecessary handling thereof. No information concerning SENTECH's activities may be furnished to the public or media by the service provider or any of his/her employees; and
- The Supervisor and the security guards should sign an undertaking in which they declare that they will refrain from any action which might be to the detriment to SENTECH.

#### **4. Minimum Security Aid Requirements**

Service aids to be used by the security officers always are as follows:

- base station radio and must be SENTECH approved.
- two-way radio SENTECH approved, including spare batteries.
- Rechargeable Torches
- Handcuffs
- Batons
- Firearms
- functional cellphone
- Occurrence books, pockets books and pens
- Raincoats, baseball caps, reflector jackets, umbrellas, warm coats, jerseys etc.

Any other additional items /aids required by statutory legislation must be provided in addition to those mentioned above.

The security uniform must accommodate all weather conditions. The security uniform must be accommodative of all weather conditions.

## **5. Security Guards/Personnel: Minimum Qualifications**

- i. Security guards must have at least grade 12 and Grade C (PSIRA certificate), with relevant experience and be South African citizens.
- ii. Security guards must have at least grade 12 and Grade C (PSIRA certificate), with relevant experience and be South African citizens.
- iii. Supervisors must have grade 12, Grade B (PSIRA certificate), relevant qualifications and experience for supervision.
- iv. Security guards must be able to communicate, read and write at least in English.
- v. Security guards must preferably be 21 years of age and above.
- vi. The Security guards must be prepared to work 12 hours per shift.
- vii. The Security guards must have valid firefighting training.

## **6. Hours of service**

Security guards will be required to work seven (7) days a week, day and night including public holidays.

## **7. SENTECH Requirements**

**The following must be provided as part of the bid response:**

- i. Four (4) references with full details (contact, contact person & email address) of references where you rendered service for the last three years. (References)
- ii. The security guards on site must always be able to contact their supervisor/control room via the base station or cellular phone for assistance if and when required. There should be a hand-held radio for each post.
- iii. Security personnel from SENTECH are always on standby for emergency matters. The contact numbers are displayed in the Control room.
- iv. Two-way radios must be provided by the security service provider and must be type approved by ICASA. (Compliance – Provide valid Type Approval certificate).
- v. No Security guards from other companies/members of the public are allowed on the premises or in the security control room.
- vi. No visitors are allowed to visit security guards while on duty.
- vii. All Security guards on site must be dressed in full and clean uniforms.
- viii. Security guards must present an acceptable image and appearance which implies, that they may not sit, lounge about, smoke, eat or drink while attending to staff and public.
- ix. The Supervisors and security guards must always present a professional dedicated attitude approach, there shall be no unnecessary arguments with visitors/staff or discourteous behaviour towards them.
- x. The Supervisors and security guards must be physically healthy and medically fit for the execution of their duties.
- xi. SENTECH retains the right to ascertain from the PSIRA as to whether the Supervisors and security guards are in good standing with PSIRA.
- xii. The service provider shall ensure that each member of his security personnel will always when on duty be fully equipped. A clear identification card of the company with the member's photo, identification and staff number must be always worn on his/her person plus the valid identification card issued by PSIRA.
- xiii. No security personnel may be allowed to work a daily shift longer that twelve (12) hours.

- xiv. SENTECH retains the right to require from the contractor that any of his/her employees be replaced, should justifiable reasons exist, in which case the employee must leave the site immediately.
- xv. All security personnel shortages must be noted in the occurrence book by the Supervisor.
- xvi. The service provider's personnel must always refrain from littering, and they must keep the grounds/ building/ work area occupied by them clean, hygienic, and neat.
- xvii. Under no circumstances will any security personnel be allowed to trade on the premises.

## **8. Security Clearances**

The bidders shall supply and maintain a list of personnel involved on the project indicating their clearance status. The preferred service provider will be screened by SENTECH.

## **9. SPECIAL CONDITIONS**

### **9.1. PUBLIC LIABILITY**

The successful bidder shall at its own cost maintain public liability insurance against accidents, injury, or death. Proof of which must be submitted with a bid before closing time.

### **9.2. CODE OF CONDUCT**

Provider shall amend these Specifications in writing to reflect such amendment. The Service Provider and his/her employees agree not to give any gifts, gift vouchers, or any advantages to Sentech employees either directly or indirectly. This includes “kick-backs” and “spotter fees”. The Service Provider further agrees not to grant any loans, money or otherwise, to Sentech employees, and vice versa. Contravention of this clause may result in the immediate cancellation of the contract.

The Service Provider is not allowed to hold any social functions on Sentech premises unless permission for it is obtained beforehand from Security Department.

Social interaction between the Service Provider and Sentech employees during working hours is prohibited.

No labour union meetings, either in-house or with Sentech union officials, on Sentech premises, will be permitted.

The Service Provider shall not use Sentech address or Logo internally or externally for his or her own correspondences.

Service Providers staff shall not hold unauthorised meetings, involved in industrial action within Sentech premises, incite or participate in industrial action on Sentech premises.

In addition to the security services, the Service Provider shall provide all services as may be reasonably necessary to meet the specifications and service standards.

The Output Specifications shall take precedence over any other specifications provided by the Service Provider. To the extent that the specifications are not adequate to ensure compliance with the Output Specifications, the Service Provider shall be required, subject to the approval of the Security Manager, to amend the said specifications.

**NB: Please read PSIRA code of conduct for service providers.**

### **10.3. INDEMNITY**

The service provider indemnifies, holds harmless and keeps the Sentech, its officers, agents, employees, contractors, clients and sub-contractors fully indemnified from and against all liabilities, claims, actions, proceedings, damages, loss of earnings suffered or incurred by Sentech, its officers, agents, employees, contractors, clients and sub-contractors or paid by Sentech in consequence of or arising out of action or omission of all or any.

### **10.4. HEALTH AND SAFETY**

All security officers shall have First Aid, firefighting and health and safety representative training. Service provider to supply a First Aid box for each site as per general safety regulation 3. In the event of any of the successful bidder's employees being injured while on duty at Sentech's premises, Sentech reserves the right to supply any medical attention that may be deemed necessary without the prior consent of the successful bidder. Sentech will under no circumstances and in no way be liable to any claims whatsoever that might stem from such help. Service provider to conduct medical surveillance to the staff once a year.

### **10.5. INCIDENTS**

Any incident or injury shall be reported immediately to Sentech Security Manager and if reportable in terms of Section 24 of the OHS Act, it shall also be reported by the Service Provider to the appropriate Inspector, in terms of theft or criminal activities shall be reported to local SAPS. Proof of such report shall be given to Sentech Security Manager within 48 hours. Regarding the reporting of incidents, the Service Provider is furthermore specifically referred to Regulation 8 and 9 of the General Administration Regulations issued in terms of the OHS Act.

### **10.6. LIQUOR, DRUGS, DANGEROUS WEAPONS, AND FIREARMS**

The Service Provider shall ensure that no liquor, drugs, dangerous weapons, or personal firearms are brought onto Sentech premises.

### **10.7. TRAINING**

The Service Provider shall ensure that all security officers are adequately trained for the proper fulfilment of their duties in respect of Security Services specification. The Service Provider shall provide an outline of all training and development programmes for security officers indicating the following:

Programmes and courses (internal & external): Block programme- indicating, the course name, notional hours, date etc planned for training per annum for all security officers and NKP officers-

NKP refresher training and firearm training shall be conducted annually.

## **10.8. ACT AND REGULATIONS**

Occupational Safety and Health- The bidder must always comply with the provisions of the Occupational Safety and Health Act, 1993. Unemployment Insurance Fund and Worker's Compensation Fund – The bidder must be registered with the Unemployment Insurance Fund and Workman's Compensation Fund. Minimum wages: It is expected that the bidder shall pay his/her employees at least the minimum monthly basic wage in terms of section 56 of the Basic Conditions of the Employment Act, no 75 of 1997 hereby amend Sectoral determination 6: 5 (1): An employer shall not require or permit an employee to work more ordinary hours of work than provided for from the date of implementation of this determination (a) a security officer, - (i) 48 in any week; and (ii) subject to sub-paragraph (i) 12 hours on any day. Sectoral Determination 6 refers to a regulation that sets out the Basic Conditions of Employment for workers in the Private Security Sector in South Africa. This includes provisions for wages, working hours, leave and other conditions specific to the sector. The determination is made under the Basic Conditions of Employment Act and is subject to amendments to reflect changes in the industry. It is also expected that the bidder shall register his/her employees in accordance with (PSSPF) Private Security Sector Provident Fund which was established and registered with the Financial Services FSB in terms of the Pension Funds Act, no 24 of 1956, as amended. This fund is now regulated by a set registered rule and administered by SALT. In terms of the Rules of the fund, read with the Sectoral Determination, no employer who commences business in the industry may establish or belong to a retirement fund other than PSSPF unless such an employer would have applied in writing to and have been granted an Exemption Certificate by the Board of Trustees of the PSSPF.

## **10.9. Uniforms**

The contractor shall undertake that, at the commencement of the contract, all security officers are deployed in complete full uniform, 2 sets per annum.

## **10.10. Obligations of the contractor**

The service provider will be responsible for the conduct and acts of his/her staff in all matters which occur on Sentech premises in the performance of the contract. In addition, the service provider will audit security standards regularly with Sentech according to an agreed method and timetable. The service provider shall provide Sentech with well-trained security officers that meets all the requirements as stipulated in the service level agreement. The service provider shall provide its employees with all necessary training skills required by Sentech at their expense.

## **10.11. Infrastructure Inspection**

Sentech maintains the prerogative to conduct inspection on the services rendered by the service provider, including\_Inspect the equipment provided by the contractor.\_Make records of any shortage on site\_Sentech reserves the right to inspect the services rendered by the service provider at any time, this will be done in order to establish whether the service rendered by the

contract is satisfactory and comply with the conditions of the contract and the site specification. Sentech reserves the right to require from the service provider that any of his employees be replaced, in which case the employee must leave the site immediately. Sentech would not be held responsible for any damage or claims, which may arise because of this and is indemnified against such claims and legal expenses.

#### **10.12. Staff remuneration**

The bidder must be registered with the Unemployment Insurance Fund and Workman's Compensation Fund. Minimum wages: It is expected that the bidder shall pay his/her employees at least the minimum monthly basic wage in terms of section 56 of the Basic Conditions of the Employment Act, no 75 of 1997 hereby amend Sectoral determination 6: 5 (1): An employer shall not require or permit an employee to work more ordinary hours of work than provided for from the date of implementation of this determination (a) a security officer, - (i) 48 in any week; and (ii) subject to sub-paragraph (i) 12 hours on any day. Sectoral Determination 6 refers to a regulation that sets out the Basic Conditions of Employment for workers in the Private Security Sector in South Africa. This includes provisions for wages, working hours, leave and other conditions specific to the sector. The determination is made under the Basic Conditions of Employment Act and is subject to amendments to reflect changes in the industry. It is also expected that the bidder shall register his/her employees in accordance with (PSSPF) Private Security Sector Provident Fund which was established and registered with the Financial Services FSB in terms of the Pension Funds Act, no 24 of 1956, as amended. This fund is now regulated by a set registered rule and administered by SALT. In terms of the Rules of the fund, read with the Sectoral Determination, no employer who commences business in the industry may establish or belong to a retirement fund other than PSSPF unless such an employer would have applied in writing to and have been granted an Exemption Certificate by the Board of Trustees of the PSSPF.

#### **10.13. Service Scalability**

Sentech may, for any reasons whatsoever, and without any liability of any nature whatsoever, and without any cost to Sentech, advise the Bidder that the Bidder may be required to reduce its' staff complement from time to time should the need arise.