



military veterans

Department:
Military Veterans
REPUBLIC OF SOUTH AFRICA

PRIVATE BAG X943 PRETORIA 0001;

328 FESTIVAL STREET HATFIELD PRETORIA 0001

SERVICE LEVEL AGREEMENT

BETWEEN:

DEPARTMENT OF MILITARY VETERANS

Department within the Government of the Republic of South Africa

(Hereinafter referred to as "**DMV**")

Herein represented by **Ms Nontobeko Mafu**

in her capacity as **Acting Director General**

and duly authorised thereto.

AND

CSG SECURITY PTY LTD

Has been registered in terms section 44 (1)(b) of the Companies Act , 1973

(Act No. 13 of 2006)

Registration Number: **1997/005499/07**

(Hereinafter referred to as Service Provider)

Herein represented by **Tswelelo Marcia Kodisang**

ID Number: **8005060672087**

in her capacity as **Director**

T.M
NM

PREAMBLE

WHEREAS the Department invited bidders to provide Physical Security Services for the Department as more outlined in the Terms of Reference attached herewith as **Annexure “A”**;

AND WHEREAS the Service Provider submitted a proposal received on 29 April 2024, attached hereto as **Annexure “B”**;

AND WHEREAS the Department has appointed the **CSG Security Pty Ltd** (the Service Provider) to render Physical Security Services for the Department;

AND WHEREAS this Agreement is regarded as Special Conditions of Contract which further supplement the Government Procurement General Conditions of Contract marked as **Annexure “C”**;

AND WHEREAS the Department has accepted financial proposal from **CSG Security Pty Ltd** (the Service Provider) attached hereto as **Annexure “D”**; and

NOW THEREFORE the Parties wish to record the following Special Conditions of Contract:

1. Definitions And Interpretations

- 1.1 The headings of the clauses in this Agreement are for the purpose of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the terms of this Agreement nor any clause hereof.
- 1.2 Unless the context clearly indicates a contrary intention, an expression which denotes any gender includes the other genders, a natural person includes an artificial person and vice versa, the singular includes the plural and vice versa and the following expressions bear the meanings assigned to them below and cognate expressions bear corresponding meanings, namely: -

“Agreement” means this Agreement and includes all Schedules and Annexures thereto;

“Accounting Officer” means the head of the department (**DMV**) as contemplated in section 36(2) (a) of the PFMA and referred to as the DG;

- “Annexure A”** means the terms of reference submitted by **DMV**, and titled “Quotation request” and accepted by **CSG Security Pty Ltd** Annexed hereto as **Annexure “A”**
- “Annexure B”** means the technical proposal submitted by **CSG Security Pty Ltd** and accepted by **DMV**; annexed hereto as **Annexure “B”**
- “Annexure C”** means the General Conditions of Contract Annexed hereto as **Annexure “C”**;
- “Annexure D”** means financial proposal submitted by **CSG Security Pty Ltd** annexed hereto as **Annexure “D”**.
- “Confidential Information”** means information that (a) relates to the Disclosing Party’s past, present or future research, development, business activities, products, services and/or technical knowledge relating to the Project, and (b) either has been identified in writing as confidential or is of such a nature (or has been disclosed in such a way) that it should be obvious to the other Party that it is claimed as confidential. (As used herein, the Party disclosing confidential information is referred to as “the Disclosing Party” and the Party receiving confidential information is referred to as “the Recipient” or “the Receiving Party.”) and includes, but is not limited in its interpretation to, all project information and secret knowledge, technical information and specifications, manufacturing techniques, designs, circuit diagrams, instruction manuals, blueprints, electronic artwork, samples, devices, demonstrations, formulae, know-how, information concerning materials, scientific information generally, and other materials of whatever description in which the owner thereof has an interest in being kept confidential including scientific knowledge gathered during the course of research and includes information (whether oral, documentary, magnetic, electronic, graphic or digitised) containing or consisting of information or material of a technical, financial, operational, commercial, administrative or planning nature or in the nature of Intellectual Property of any kind and

T.M
NM

relating (wholly or in part) to the Disclosing party or any of its actual or projected projects, research activities or businesses, including its suppliers, funder's, personnel, students, facilities, assets, financial condition or results, rights, obligations and liabilities;

“Financial Year” means the financial year beginning on **1st April** and ending on the **31st March**;

“Intellectual Property” includes any immaterial property or rights thereto recognised and protected as such by the laws of the Republic of South Africa, International law, custom and/ practice to be Intellectual Property;

“Parties” means **DMV** and **CSG Security Pty Ltd** and “Party” refers to either one of them as so determined by the context;

“PFMA” means the Public Finance Management Act, 1999 (Act No. 1 of 1999) as amended; and

“Project” Means the Physical Security Services requested by the **DMV** to be rendered by **CSG Security Pty Ltd** as set out in the agreement.

1.3 **“Confidential Information”** will include, but not limited to, any information or data belonging to the Department which may be seen or discovered by the employee(s) of the Service Provider unless such information is already in the public domain;

1.4 **“consents”** means any or all consents, licences, permits, clearances, authorisations approvals, rulings, exemptions, registrations, filings or decisions issued or otherwise required to be issued or made to the Service Provider by any responsible authority for the purposes of the Project;

1.5 **“Contract price”** means the price as tendered by the Service Provider and accepted by the Department when the Service Provider was appointed;

1.6 **“Date of Signature”** means the date of signature of this Agreement by the last Party;

T.M
nm

- 1.7 **“DMV”** means the Department of Military Veterans;
- 1.8 **“GCC”** means Government Procurement: General Conditions of Contract annexed hereto as Annexure **“C”**;
- 1.9 **“Intellectual property”** includes any immaterial property or rights thereto recognised and protected as such by the laws of the Republic of South Africa, International law, custom and/ practice to be Intellectual Property;
- 1.10 **“Party”** means either one of the signatories to this Agreement and **“Parties”** means both of them collectively and shall be deemed to mean and include their respective successors and permitted assigns;
- 1.11 **“Project Manager”** means the Manager responsible to oversee the project, being **Mr. M.S. Kondilati**;
- 1.12 **“SCC”** means Special Conditions of Contract;
- 1.13 **“Service Provider”** means **CSG Security Pty Ltd** Reg. No: **1997/005499/07**;
- 1.14 **“Financial Proposal”** means the proposal accepted by **DMV** from the service provider annexed hereto as **Annexure “D”**;
- 1.15 **“PSIRA”** means Private Security Industry Regulatory Authority
- 1.16 **“Firm Price”** means the price accepted by the Department of Military Veterans when awarding the bid and it shall not change during the course of the contract; and
- 1.17 **“Year”** means a calendar year.
- 1.18 In this Agreement, except where the context otherwise indicates:
- 1.18.1 The singular includes the plural and vice versa.
- 1.18.2 Any reference to a natural person includes a juristic person and vice versa.

- 1.18.3 The headnotes to the clauses of this Agreement are included for reference purposes only and shall not affect the interpretation of the provisions to which they relate.
- 1.18.4 Words and phrases defined in any clause shall bear the meanings assigned thereto.
- 1.18.5 The various parts of the Agreement are servable and may be interpreted as such.
- 1.18.6 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive clause in the body of the Agreement, notwithstanding that it is only contained in the interpretation clause.
- 1.18.7 The headings of the clauses in this Contract are for the purpose of convenience and reference only, and shall not be used in the interpretation of nor modify nor amplify the terms of this Contract nor any clause hereof.
- 1.19 The Annexures to this Agreement will form an integral part of the Agreement;
- 1.20 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the Agreement;
- 1.21 When any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the succeeding day which is not a Saturday, Sunday or public holiday;
- 1.22 Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;
- 1.23 Expressions defined in this Agreement shall bear the same meanings in Schedules or Annexures to this Agreement which do not contain their own definitions;
- 1.24 Where any term is defined within the context of any particular clause in this Agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that, that term has not been defined in this interpretation clause;

- 1.25 The use of the word "including" followed by a specific example/s shall not be construed as limiting the meaning of the general wording preceding it and the *eiusdem generis* rule shall not be applied in the interpretation of such general wording or such specific examples;
- 1.26 Where any provision of the Agreement requires a Party to perform any act in writing, this requirement will only be satisfied if such performance is made in a written form. The provision of the Electronic Communications and Transactions Act, 2002 (Act No. 25 of 2002), are expressly excluded from this Agreement;
- 1.27 No provision herein shall be construed against or interpreted to the disadvantage of any Party by reason of such Party having or being deemed to have structured or drafted such provision;
- 1.28 If reference is made in this Agreement or to any other document for the purpose of defining words and/or phrases used in this Agreement, the applicable definition or description in such document shall be read and interpreted in terms of this Agreement as if specifically incorporated herein; and
- 1.29 If there is any conflict between the terms of this Agreement and the terms of any Annexure or Schedule attached hereto, the terms of this Agreement shall apply.

2. Commencement And Duration

- 2.1 The Agreement shall come into force from **05 May 2024** despite the date of the last signing Party hereof and shall continue to remain in force until **05 November 2024**.
- 2.2 The Agreement shall remain in force until termination, unless extended in writing by agreement.
- 2.3 The termination of this Agreement shall not affect completion of any project or activities undertaken by Parties prior to the termination thereof or the full execution of any cooperative activity.

T.M
NM

3 Scope Of Work

Scope of work shall be governed by paragraph 3 on the terms of references annexed hereto as **Annexure "A"**

4 Deliverables

Deliverables shall be governed by paragraph 6 on the terms of references annexed hereto as **Annexure "A"**

5 Obligations And Rights Of CSG Security Pty Ltd

- 5.1 The Service Provider shall not enter into any agreement(s) or to otherwise bind or incur liability on behalf of the **DMV**.
- 5.2 The Service Provider shall exercise reasonable care and responsibility when using items belonging to the **DMV** in the performance of its duties and obligations in terms of this Agreement.
- 5.3 The Service Provider shall exercise the highest degree of skill, care and diligence that can be expected of its profession when rendering the services to the **DMV**.
- 5.4 **CSG Security Pty Ltd** shall comply with the Service levels set out in Annexure B
- 5.5 **CSG Security Pty Ltd** shall comply with all applicable laws and regulations;
- 5.6 Follow the directives and instructions of the Partner in relation to all aspects of the carrying out of its duties, functions and obligations hereunder;
- 5.7 Provide the Partner with such detail and information pertaining to the Services as requested by the Partner from time to time;
- 5.8 Generally exercise the utmost good faith and all reasonable care, skill and diligence in its dealings with the Partner in the carrying out of its duties, functions and obligations hereunder;
- 5.9 Refrain from doing anything whatsoever which may harm the Partner's relationship with its Clients, or which may bring the Partner into disrepute with its Clients or in the market-place generally; and
- 5.10 Immediately disclose to the Partner all or any material facts or circumstances which come to its notice which might affect the interests of the Partner.
- 5.11 In fulfilment of the obligations under this agreement, **CSG Security Pty Ltd** hereby provides written assurance in terms of section 38(1)(j) of the PFMA that it has implemented effective, efficient and transparent financial management and internal control systems and that it shall comply with all the applicable provisions of the PFMA insofar as it relates to this Agreement.

T.M

- 5.12 **CSG Security Pty Ltd** shall faithfully and diligently devote time to the service of the **DMV** in terms of this Agreement.
- 5.13 **CSG Security Pty Ltd** shall undertake such assignments, as the **DMV** requires to be performed in terms of this Agreement.
- 5.14 **CSG Security Pty Ltd** acknowledges and agrees that the **DMV** is bound by the rules and regulations governing the **DMV** and that any obligations arising from this Agreement can only be carried out in light thereof.
- 5.15 **CSG Security Pty Ltd** shall ensure that all work shall be of a high standard, skill and executed to the satisfaction of the **DMV** official responsible for the management of this agreement.

6 Obligations Of DMV

- 6.1 With regards to managing the relationship with **CSG Security Pty Ltd**, the **DMV** has the following obligations:
- 6.2 **DMV** shall comply with all applicable laws and regulations;
- 6.3 Follow the directives and instructions of **CSG Security Pty Ltd** in relation to all aspects of the carrying out of its duties, functions and obligations hereunder;
- 6.4 Provide **CSG Security Pty Ltd** with such detail and information pertaining to the Services as requested from time to time;
- 6.5 Generally exercise the utmost good faith and all reasonable care, skill and diligence in its dealings with **CSG Security Pty Ltd** in the carrying out of its duties, functions and obligations hereunder;
- 6.6 Immediately disclose to **CSG Security Pty Ltd** all or any material facts or circumstances which come to its notice which might affect the interests of **CSG Security Pty Ltd**.
- 6.7 **DMV** shall at its earliest convenience inform **CSG Security Pty Ltd** of any changes within **DMV** that might adversely affect the subsistence of this Agreement.

7 Change Control

- 7.1 Should either Party wish to make any amendment or alteration to the service specification that Party shall prepare a change order and present to the other Party, which shall specify the following:
- 7.1.1 the date of the change order;
 - 7.1.2 the description of the proposed amendment or alteration;
 - 7.1.3 if applicable, previous unspecified ad-hoc work to be undertaken;
 - 7.1.4 the reason for making the proposed amendment or alteration;

- 7.1.5 when the Party requires the change to be implemented;
- 7.1.6 the resources available; and
- 7.1.7 the continued balance of the Parties obligations under this Agreement.

- 7.2 The other Party shall be given an opportunity to consider such change order and make a decision on whether it is prepared to accept such change order or not.
- 7.3 No change order shall be of any force and effect until it is signed by duly authorised representatives of the Parties.

8 Confidentiality

- 8.1 The Parties shall keep confidential and shall not disclose to any third party (other than for the purposes of performing services under this Agreement) any of the Confidential Information disclosed to either Party during the discussions or negotiations or implementation of this Agreement or at any time thereafter.
- 8.2 The provisions of 8.1 above shall not apply to any Confidential Information which –
 - 8.2.1 Is or hereafter becomes part of the public domain (otherwise than as a result of a breach of the provisions of 8.1 above);
 - 8.2.2 Can be shown to have been lawfully in the possession of the Party receiving such Confidential Information, or its affiliates, prior to its disclosure and is not subject to any existing Agreement between the Parties and/or their affiliates;
 - 8.2.3 is acquired by a Party or its affiliates independently from a third party, who lawfully acquired such information without restriction, or information which is acquired or developed by a Party or its affiliates independently of the other Party in circumstances which do not amount to a provision of 8.2.1 and 8.2.2 above;
 - 8.2.4 is disclosed or released by the Receiving Party/Recipient to satisfy an order of Court or otherwise comply with the provisions of any law or regulation in force at the time.

9 Breach And Termination

- 9.1 Should any Party (*“the defaulting Party”*) commit a breach of any of the provisions hereof, then any of the other Parties (*“the aggrieved Party”*) shall be entitled to give the defaulting Party 14 (fourteen) days written notice to remedy the breach. If the defaulting Party fails to comply with such notice, the aggrieved Party shall be entitled to cancel this Agreement against the defaulting Party or claim immediate payment and/or performance by the defaulting Party of all of the defaulting Party’s obligations whether or not the due date for payment and/or performance shall have arrived, in either event without prejudice to the aggrieved Party’s rights to claim damages.

The foregoing is without prejudice to such other rights as the aggrieved Party may have at law.

9.2 **DMV** reserves the right to terminate the Agreement if the service is not rendered as agreed in this Agreement.

9.3 **DMV** shall give **CSG Security Pty Ltd 14 (fourteen) days' notice** of its intention to terminate the Agreement as envisaged in terms of clause 9.2.

10 Acts Of God (Force Majeure)

10.1 A Party shall not be liable for failure to perform any of its obligations in terms of this Agreement if it is established to the satisfaction of the other Party that:

10.1.1 The failure was due to an event which was beyond its control; and/or

10.1.2 It could not reasonably have expected, at the time of conclusion of this Agreement, to have taken into account the event and its effects on the Party's ability to perform; and/or

10.1.3 It could not reasonably have overcome the event or the effects of the event preventing it to perform.

10.2 The events contemplated in clause 10.1 include, but are not limited to:

10.2.1 War, civil war, armed conflict or terrorism; and/or

10.2.2 Natural disasters such as violent storms, floods, earthquakes, destruction by lightning; and/or

10.2.3 Explosions and fires; and/or

10.2.4 Protected or unprotected industrial action; and/or

10.2.5 Acts of authority, whether lawful or unlawful, apart from acts for which the Party seeking relief has assured the risk in terms of this Agreement or in the normal course of business.

11 Cancellation Of The Project And Consequences Thereof

11.1 Should the agreement be cancelled, **CSG Security Pty Ltd** shall inform **DMV** within **7 (seven) working days** thereof and any balance of the allocation received which has not been spent or committed as yet in terms of the Project shall be refunded to **DMV** in accordance with the provisions of this Agreement.

12 Dispute Resolution

12.1 Any dispute shall, unless resolved amongst the Parties, be referred to and be determined by arbitration.

T.M
nm

- 12.2 This clause shall not preclude any Party from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator.
- 12.3 Save as provided in clause 12.2 above, neither Party shall be entitled to institute any legal proceedings against the other in connection with any dispute unless and until such dispute has been submitted to arbitration as provided for herein and such arbitration has been concluded, and then only to the extent that such legal proceedings are not otherwise prohibited in accordance with this clause.
- 12.4 Any Party to this Agreement may demand that a dispute be determined in terms of this clause by written notice given to the other Party.
- 12.5 The arbitration shall be held –
12.5.1 at Pretoria;
12.5.2 On the basis that the proper law of the Agreement contained in this clause and of the Agreement in which this clause is contained shall be the law of the Republic of South Africa;
12.5.3 With only the legal and other representatives of the Parties to the dispute present thereat;
12.5.4 in terms of the Arbitration (Act No. 42 of 1965), as amended, it being the intention that the arbitration shall be held and completed as soon as possible.
- 12.6 The arbitrator shall be, if the matter in dispute is principally –
12.6.1 A legal matter, a practicing advocate or attorney of Pretoria of at least **15 (fifteen) years** standing;
12.6.2 An accounting matter, a practicing chartered accountant of Pretoria of **at least 15 (fifteen) years** standing;
12.6.3 Any other matter, an independent person,
12.6.4 Agreed upon between the Parties to the dispute.
- 12.7 Should the Parties to the dispute fail to agree whether the dispute is principally a legal, accounting or other matter **within 7 (seven) days** after the arbitration was demanded, the matter shall be deemed to be a legal matter.
- 12.8 Should the Parties fail to agree on an arbitrator within 14 (fourteen) days after giving of notice in terms of 12.4, the arbitrator shall be appointed at the request of either Party to the dispute by **the Chairman** for the time being of the Pretoria Bar Council (as presently constituted).
- 12.9 The arbitrator shall have the power to fix all procedural rules for the holding of the arbitration, including discretionary powers to make orders as to any matters which he may consider proper in the circumstances of the case with regard to submissions, pleadings, discovery, inspection of documents, examination of witnesses and any other matter relating to the conduct of the arbitration. The arbitrator may receive and act on all such evidence, whether oral or written, strictly admissible or not, as he in his discretion may deem fit. Unless the arbitrator otherwise expressly directs, the arbitration shall be conducted according to the procedures laid down by the Uniform Rules of the High Court of South Africa, as amended and adapted by any special rules or practices applicable in the Transvaal Provincial Division of the High Court of South Africa.

- 12.10 The award of the arbitrator shall be final and binding upon the Parties to the dispute (who hereby agree to carry out the award). The Parties hereby exclude all rights of appeal, which might otherwise be conferred on them by law.
- 12.11 The arbitrator's award may be made an order of any Court of competent jurisdiction.
- 12.12 The Parties hereby consent to the jurisdiction of the High Court of South Africa in respect of the proceedings referred to in 12.2 and 12.11 above.
- 12.13 The provisions of this clause constitute –
- 12.13.1 An irrevocable consent by the Parties to any proceedings in terms hereof and no Party shall be entitled to withdraw therefrom or claim at any such proceedings, that it is not bound by such provisions;
- 12.13.2 A separate Agreement, severable from the rest of this Agreement and shall remain in effect despite determination of or invalidity for any reason of this Agreement.
- 12.14 The costs of and incidental to any arbitration proceedings shall be in the discretion of the arbitrator, who shall be entitled to direct that they shall be taxed as between "party and party" or as between "attorney and own client".

13 Domicilium

The Parties choose as their respective *domicilium citandi et executandi* the following addresses:

DMV:

Department of Military Veterans
328 Festival Street
Hatfield
Pretoria
0001

CSG Security Pty Ltd:

Oxford Office Park, Building 18
3 Bauhinia Street
Highveld Techno Park
Centurion

- 13.1 Each of the Parties shall be entitled from time to time, by written notice to the other, to vary its domicilium to any other address within the Republic of South Africa which is not a post office box or poste restante.
- 13.2 Any notice given and any payment made by one Party to the other ("the addressee") which is:-

T-M
NM

13.2.1 Delivered by hand during the normal business hours of the addressee at the addressee's domicile for the time being shall be presumed, until the contrary is proved, to have been received by the addressee at the time of delivery;

13.2.2 posted by pre-paid registered post from an address within the Republic of South Africa to the addressee at the addressee's domicile for the time being shall be presumed, until the contrary is proved, to have been received by the addressee on the **4th (fourth) day** after the date of posting;

13.2.3 Transmitted by telefax shall be deemed (in the absence of proof to the contrary) to have been received within **1 (one) hour** of transmission where it is transmitted during normal business hours of the receiving instrument and **within 2 (two) hours** of the commencement of the following business day where it is transmitted outside those business hours.

14 Parties Not Affected By Relinquishment

14.1 The relinquishment (whether expressly or by implication) by any of the Parties of any rights arising out of breach of Agreement in respect of the Agreement shall not prejudice any remedies of the relinquishing Party with regard to any continuing or other breach of Agreement in respect of the Agreement.

14.2 No grace, delay, relaxation or leniency on the part of the Parties in exercising any rights by virtue of this Agreement may be considered to be a relinquishment of such rights. Neither shall a single or partial exercising of such rights exclude any other or further exercising thereof in terms of the Agreement.

14.3 The expiry or termination of this Agreement shall not prejudice the right of any Party in respect of any of the preceding breaches of Agreement or of non-compliance with any of the provisions of the Agreement by any of the Parties.

15 Full Agreement

This Agreement constitutes the entire Agreement, and no other Agreement, provision, document or determination shall form part of this Agreement unless such other Agreement, provision, document or determination is in writing and has been signed by both Parties.

17. Posting Of Security Guards And Inspection

17.1 The posting of **13 Security Officers** within the Department shall be agreed between service provider and the Project Manager before the project kickstarts. **Note: all posting may be subject to change according to the Department's necessity.**

17.2 Security officers must conduct hourly inspection focusing mainly on suspicious persons, objects, electrical appliances, water leaks ETC.

T.M
NM

18. Intimidation

- 18.1 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 such situation.
- 18.2 The action by the Service Provider to remedy the situation contemplated in above shall, if deemed necessary by the Client, include immediate replacement of the Security Officers concerned.
- 18.3 The Service Provider shall forthwith notify the Client of any form of intimidation to which the Security Officers may be subjected.

19. Reporting Relationship

- 19.1 For the purposes of this Agreement, the Service Provider shall report to Deputy Director: Security Management: (**Mr. M.S. Kondilati**) or any official duly delegated by him to ensure that project is monitored with accuracy.
- 19.2 It is expected that this relationship be respected at all times and that the Service Provider's relationship between the Service Provider and DMV be paramount.
- 19.3 To this end the representative from Service Provider may not meet with Department's Top Management (Chief Director Level and above) unless in the presence of a Project Manager being **Mr. M.S. Kondilati**.

20. Monitoring And Performance Evaluation

Meetings

- 20.1 The Service Provider shall assign officers to attend fortnightly meetings with the Department's Project Manager 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.
- 20.2 The members of the Service Provider who attend the fortnightly 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.

T.M
NM

- 20.3 A Senior Manager (Managing Member or Director) at the Service Provider shall be required to attend monthly meetings with the Department's Project Manager or his delegate on the date to be agreed on between the Parties, to discuss matters relating to the 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.
- 20.4 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.

21. Reporting of Incidents and weekly reports

- 21.1 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 by the Service Provider to the local police station and the Client after each Incident, event or accident has come to the attention of the Service Provider. A detailed written report of all such Incidents, events or accidents shall be presented to the Client **within 12 (twelve) hours** after the Incident, event or accident.
- 21.2 A list of names and contact details of the Department's Project Manager 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.
- 21.3 A fortnightly detailed written report in respect of the Site shall be submitted to the Client's Security Manager during the agreed fortnightly meetings.

22. Conduct Of Security Officers

- 22.1 The Department 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.
- 22.2 The Service Provider shall ensure that Security Officers to be posted on Sites agree in writing to the right of the Department to monitor the activities of Security Officers with or 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.
- 22.3 The Department reserve the right to require from the contractor that any of his /her employee be replaced from site, the Client must write down the reasons to the Service provider for replacing the employee. The Department will not be held responsible for any damage or claims, which may arise because of this and is indemnified against any such claims and legal expenses.

T.M
NM

23. No Employment Or Agent

The Service Provider shall act as an independent contractor and not as an agent or employee of **DMV**. This agreement shall not be construed as establishing or creating an employment relationship.

24. Indemnity/Limitation Of Liability

- 24.1 The Service Provider indemnifies the **DMV** and holds the **DMV** harmless from and against any and all liabilities arising from any acts or omissions of its employees and/or agents arising out of this Agreement, provided that such damages did not arise from the Clients negligent willful acts or omissions.
- 24.2 The Service Provider indemnifies the **DMV** against all claims for costs and liabilities arising from the presence of the Service Provider and/or its representatives on **DMV** property. This indemnity shall apply to any claims by the Service Provider and/or its employees, agents and representatives for their injury or death while carrying out their duties/services in terms of this Agreement and shall include loss or damage to any property, provided that such damages did not arise from the Clients negligent willful acts or omissions.
- 24.3 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 provided that such damages did not arise from the Department's negligent willful acts or omissions.
- 24.4 The Service Provider shall at all times be 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.
- 24.5 Service Provider indemnified and holds the **DMV** 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, contractors or sub-contractors 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 **DMV** on a full indemnity basis against all claims shall include but not be limited to; provided that such damages did not arise from the **DMV's** negligent willful acts or omissions.

Any damage or loss to the Departments' property, whether moveable or immovable;

- ✓ loss of property belonging to the **DMV**;
- ✓ liability in respect of any loss or damage to property, whether movable or immovable, belonging to third parties;
- ✓ liability in respect of lost property belonging to third parties;

T.M
NM

- ✓ liability arising out of any unlawful act committed by the Service Provider or its employees during the process of rendering a Security Service; and
- ✓ 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
- ✓ The contractor must at his own expense take out sufficient insurance against any claims, costs loss and/or damage ensuing from his/her obligations and shall ensure that such insurance remains in operative for the duration of this agreement
A copy of such insurance contract shall be handed to the Departmental representative on commencement of the service.

25. Method Of Communication

Communication of instructions and decisions will be in writing, including e-mail. Where an instruction is given telephonically or verbally, such an instruction will take effect when the person issuing the instruction has confirmed the instruction in writing, whether by letter, fax or by e-mail.

26. Form And Format Of Reporting And Working Papers

- 26.1 All agreed reports, working papers and other written deliverables issued will be in line with the forms, formats and standards as agreed to by **DMV** policies. This includes *inter alia* font sizes, general layout and general minimum content.
- 26.2 **DMV** reserves the right to alter the form and format of reports and other written deliverables after proper consultation and written notification to the Service Provider prior to the submission of deliverables.

27. Penalties

DMV shall be entitled to impose/levy penalties against the Service Provider should the Service Provider be in breach of certain provisions of this Agreement. Such penalties shall be credited to the Client by the Service Provider, after the Service Provider has been notified of such penalties.

27.1 Notwithstanding any of the provisions of this clause (Penalty clause), the Department shall:

- 27.1.1 Not be precluded from exercising its right to terminate the Agreement in the event of Persistent Minor Breach.
- 27.1.2 Not be precluded from claiming damages from the Service Provider, should damages be suffered by the Department or any third party as a result of any conduct or failure on the part of the Service Provider or any of its employees within course and scope of duty.

T.M
NM

27.1.3 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 are being provided.

27.1.4 All payments in respect of such lower graded security officers made to the Service Provider shall forthwith be recovered from the time the lower grade or untrained Security Officers was/were supplied; and

27.1.5 The Department shall be entitled to terminate the Agreement forthwith; and

27.1.6 The Department shall not remunerate the Service Provider for the time the inadequately trained Security Officers were deployed on the Department's premises.

27.2 **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:**

27.2.1 **One (1) shift penalty** for the Security Officer will be deducted per Security Officer per such Incident; and repeat or persistent breach of this clause shall entitle the Client to terminate this Agreement.

28. Contract Price And Payment Method

28.1 The total cost for the project will be **R 959 130.46 (Nine Hundred and Fifty Nine Thousand, One hundred and Thirty Rands, Forty Six Cents Only)**, which is inclusive of Value Added Tax (VAT) and Security Officer's annual increment determined by the Department of Labour/PSIRA and shall be payable to the Service Provider by the Department (**see Annexure "D"**). Payments to the Service Provider shall further be subject to the acceptance by the Department of predefined deliverables rendered by the Service Provider.

28.2 The deliverables must comply with all the requirements applicable.

28.3 Invoice will be considered for payment upon receipt by Department of:

- ✓ A valid original VAT invoice; and
- ✓ Signed off deliverable(s) acceptable to the Department.

28.4 The total cost of the project payable to Service Provider, shall not be increased from the amount stated in clause 28.1 even if the target dates of the Project are not met, or if more than initially anticipated resources are required by the Service Provider unless the Department has requested a change in the scope of services, or the Department approved a change in the scope of services requested by either party, which results in additional fees.

- 28.5 All payments due, owing and payable to the Service Provider shall be made by the Department **within thirty (30) days** from date of approval by the delegated authority for payment of a valid VAT invoice, and all other documentation required as per clause 28.3 by the Department. Such approval will not unreasonably be withheld.

29. Variation

No variation or modification of any provision of this Agreement or consent to deviation therefrom shall be valid, unless such variation or modification is in writing and has been signed by both Parties, and such variation, modification or consent shall be valid only for a specific case and only for the purpose for which and extent to which it was made or given.

30. Indulgence

- 30.1 No amendment of this Agreement or of any provisions or terms hereof, and no extension of time or waiver or relaxation or suspension of any of the provisions or terms of this Agreement shall be of any force or effect unless reduced to writing and signed by both parties.
- 30.2 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 of rights in respect of any subsequent breach of the same or any other provision.

31. Good Faith And Co-Operation

- 31.1 The Parties shall co-operate and assist each other in all dealings with any other Party that is necessary to cause this Agreement and all other Agreement contemplated herein to be achieved.
- 31.2 The Parties undertake to do all such things and to sign all documents reasonably necessary to give effect to the implementation of this Agreement.

32. Legal Costs

Each Party will pay its own costs and expenses incurred by it in connection with the negotiation and execution of this Agreement.

33. Intellectual Property

- 33.1 The ownership of any Intellectual Property ("Background Intellectual Property") owned by any Party prior to the commencement of this Agreement shall be and remain vested with that Party.
- 33.2 Any Intellectual Property emanating from the operation ("Foreground Intellectual Property") shall be and remain vested with **DMV**, subject to the following conditions:

Tim
NM

- 33.2.1 The Government of the Republic of South Africa shall under circumstances of national need or emergency have an absolute and irrevocable right to a free license to use any Intellectual Property developed under this Agreement.
- 33.2.2 Where **CSG Security Pty Ltd** comprises a Consortium, the lead party shall ensure that, where, for purposes of this Project, access to and use of individual Consortium members' Background Intellectual Property is required in order to generate and/or exploit Foreground Intellectual Property the necessary permission to use the same will be contractually agreed upon in the relevant Consortium Agreement.
- 33.2.3 **CSG Security Pty Ltd** shall ensure that in terms of their own internal policies they impose an obligation upon their employees (and where applicable, subcontractors or independent contractors) working on the Project to promptly disclose in writing to them any registerable Intellectual Property, such as, but not limited to, inventions, discoveries and/or improvements reasonably believed to have been developed and/or created by any of them during the course of this Project.
- 33.2.4 **CSG Security Pty Ltd** shall, if it does not intend to secure the Foreground Intellectual Property, be obliged to make the disclosure available to **DMV**, timeously, who shall have the right to take assignment of the Foreground Intellectual Property.
- 33.2.5 **CSG Security Pty Ltd** shall exercise its best endeavours to protect the Foreground Intellectual Property as soon as it is protectable.
- 33.2.6 **CSG Security Pty Ltd** shall, where it is envisaged that Foreground Intellectual Property may arise from the Project, ensure that it establishes a Royalty/Benefit Sharing Scheme within a reasonable time after signature of this Agreement, so as to ensure that all researchers/inventors/students working on the Project who create and/or develop a discovery, invention or improvement, shall financially participate in the profits derived from such discovery, invention or improvement on the basis of the said Royalty/Benefit Sharing Scheme;
- 33.2.7 **CSG Security Pty Ltd** shall exercise its best endeavours to commercialise the Foreground Intellectual Property as soon as it is commercially viable, and in doing so, shall, where appropriate, give preference to, in this order, Black Economic Empowerment and Small Medium and Micro Enterprises and South African owned entities in licensing Agreements;
- 33.2.8 **CSG Security Pty Ltd** may not sell or assign its rights in and to the Foreground Intellectual Property to a third party without **DMV's** prior written consent, which consent shall not unreasonably be withheld and shall be communicated to **CSG Security Pty Ltd** within a reasonable time as circumstances may dictate, provided that **DMV** shall keep a proper record of such consent for purposes of future reference;

33.2.9 In the event that an opportunity arises to commercialise the Foreground Intellectual Property, under circumstances where **CSG Security Pty Ltd** has either failed to commercialise or is not interested in pursuing commercialisation thereof itself, **DMV** shall have the discretion to impose an obligation on **CSG Security Pty Ltd** to license the Foreground Intellectual Property (as well as, where applicable, the Background Intellectual Property) to a third party who is willing and capable of commercialising the Intellectual Property.

34. Suspension

DMV may, by written notice of suspension to the Service Provider, suspend all payments to the Service Provider if the latter fails to perform any of the duties and to adhere to obligations under this agreement, Such notice of suspension shall specify the nature of the failure and shall request the Service Provider to remedy such failure within a period **not exceeding five (5) business days** after receipt of the notice.

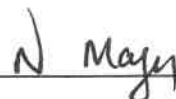
35. Sequestration, Liquidation And Judicial Management

If the Service Provider is sequestered or liquidated or if placed under Judicial Management, business rescue or an administration order is issued against the Service Provider by a court, the **DMV** shall have the right to make other arrangements as it deems fit for the completion of the Services as specified herein and to recover any additional costs from the Service Provider's estate without any prejudice to the defaulting party in respect of damages/ losses suffered.

36. Applicable Law

The Agreement shall be governed by, construed and interpreted according to the law of the Republic of South Africa.

Signed at DMV HQ on this 21 day of MAY 2024 in the presence of the undersigned witnesses.



FOR DMV

Ms. Nontobeko Mafu

Who by her signature hereto warrants that she is authorised to sign on behalf of **DMV**

AS WITNESSES:

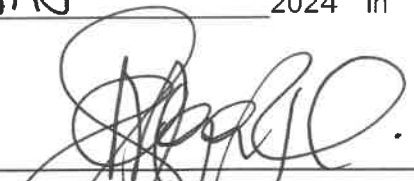
1.



2.



Signed at HATFIELD on this 24 day of MAY 2024 in the presence of the undersigned witnesses.



FOR CSG SECURITY PTY LTD
Ms. Tswelelo Marcia Kodisang
Who by his signature hereto warrants that he is authorised to sign on behalf of **CSG**

AS WITNESSES:

1. _____

2. 



military veterans

Department:
Military Veterans
REPUBLIC OF SOUTH AFRICA

OFFICE OF THE DIRECTOR GENERAL

PRIVATE BAG X 943, PRETORIA, 0001, 328 FESTIVAL STREET, HATFIELD, PRETORIA

CSG Security Pty Ltd
18 Oxford Office Park
3 Bauhinia Street
0167

Attention: Ms M. Kodisang

Email: marcia.kodisang@csqsecurity.co.za

EXPANSION LETTER ON A MONTH-MONTH BASIS FOR PHYSICAL SECURITY SERVICES AT THE DEPARTMENT OF MILITARY VETERANS, STARTING FROM 07 MAY 2025 UNTIL THE DEPARTMENT APPOINTS THE NEW SECURITY SERVICE PROVIDER.

- 1.1 The Department of Military Veterans currently has an extension contract with CSG Security Pty Ltd for rendering physical security services. The extension contract is for a period of three (3) months.
- 1.2 The Department of Military Veterans wishes to expand scope of work on a month-to-month basis, starting from 07 May 2025 until the Department appoints the new security service provider.
- 1.3 The estimated total cost for the expansion shall be **R 159 855, 05 per month** provided that your services are required for the entire months.
- 1.4 The Department of Military Veterans is currently in a process of appointing a new service provider for physical security services. Should the Department finalise the process, your services will no longer be required and the newly appointed service provider will take over the site.
- 1.5 For enquiries, please contact Mr. Mzukisi Kondilati on 072 148 6167/ Mzukisi.kondilati@dmv.gov.za or Mr Gopollang Marema on 076 870 0901/ Gopollang.marema@dmv.gov.za
- 1.6 The Department would like to thank CSG Security Pty Ltd for continued services thus far and looking forward to your favourable response.
- 1.7 Acceptance of this letter should be in writing at your earliest convenience.

Yours sincerely


MS. N. MAFU
ACTING DIRECTOR-GENERAL
DATE: 30/04/2025



MARCIA KODISANG
DIRECTOR