



**IKHALA TVET COLLEGE (ITVETC) IN COLLABORATION WITH THE PURCHASING
CONSORTIUM SOUTHERN AFRICA (PURCO SA)**

**TERMS OF REFERENCE FOR THE PROVISION OF SECURITY SERVICES FOR THIRTY-SIX
(36) MONTHS**

1.1.1 PRE-QUALIFICATION/MANDATORY INFORMATION REQUIREMENT

The Pre-qualification/Mandatory Information Requirement phase validates the tenderers' compliance to the legal requirements to conduct business in SA, as well as to specific industry requirement for the supply of services where applicable.

Please see table below for the list of mandatory requirements and tick yes if documentation is submitted and no if not submitted.

Appendix Number	Description of Appendix	Requirement	Circle yes if submitted	
Appendix A	RFP Document	Submission of a completed and signed Form of Offer and Acceptance	Yes	No
Appendix A1	Payfast Proof of Payment	Attach Payfast Payment Confirmation	Yes	No
Appendix B	Technical Specifications and Pricing	Pricing according to the technical specification	Yes	No
Appendix B1	USB X 1/No CD accepted	Fully scanned tender document and all returnable	Yes	No
Appendix C	Company Registration Documents	Provide Company registration documents	Yes	No
Appendix D	Tax Pin / clearance certificate	Submit valid Pin Status / clearance	Yes	No
Appendix E	BBBEE Certification	Provide A valid BBBEE certificate from a SANAS accredited agency or Auditor registered with the IRBA/ or Affidavit	Yes	No
Appendix F	SBDs 4,6,2, 8 & 9	Forms to be completed in full	Yes	No
Appendix G	Registration On National Treasury (CSD)	Proof Required CSD registration	Yes	No

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Appendix H	PSIRA Registration	Valid Proof Required	Yes	No
Appendix I	COIDA	Valid Proof of Good Standing	Yes	No
Appendix J	Local labour	Guards to be sourced within EC , where the college and campuses are situated	Yes	No
Appendix K	Joint venture agreement (if applicable)	Submit a copy of joint venture agreement	Yes	No
Appendix L	Declaration of Interest	Complete the form in full (point 9, in the tender document)	Yes	No

NB: No points will be allocated to this phase; however, tenders that do not meet the pre-qualification requirements will not advance to the next phase of the evaluation process.

1.1.2 STAGE 1: EVALUATION OF FUNCTIONALITY

The evaluation criterion for functionality aims to assess the capability of the tenderer to execute and maintain a tender and/ or contract. Tenderers need to obtain a minimum percentage score of **70%** and above to progress to the next stage of evaluation.

All proposals will be evaluated on the following criteria indicated below.

FUNCTIONALITY CRITERIA	POINTS ALLOCATED	
Provide three (3) contactable (Email and tel) references of provision of security services contracts (Reference letter not older than 5 years) 3 References verified 2 References verified 1 Reference verified Less than 3 years	= 15 Points = 10 Points = 05 Points = 00 Points	15
Provide proof of the below (Ad hoc Security Services) 24 Hour Control Room 24 Hour Site Supervisor Sufficient Staff for Crisis Situation None Provided	= 5 Points = 5 Points = 5 Points = 0 Points	15
Company's experience (profile) and PSIRA Certificate for the Company More than 10 years of experience Experience between 5 and 9 years Experience below 5 years No proof provided NB: Points will be awarded based on Evidence of project done not date of company registration	= 10 Points = 05 Points = 2.5 Points = 00 Points	10

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Qualification of Management in the Security Services Industry The Supervisor must have at least five (5) years' experience in relevant supervisory experience (submit CV) Grade A PSIRA Certificate and other formal qualification No proof provided	= 10 Points = 00 Points	10
Proof of Locality Proof of locality essential (e.g., latest Utility bill or Lease Agreement etc.) Proof of Chris Hani District Municipality & Joe Gqabi District Municipality district locality Proof of EC Locality Outside EC province	=10 Points = 05 Points = 2.5 Points	10
Quality Management System (Service Providers must submit a generic quality plan detailing the following) Standard operating procedures, Monitoring and control and legal requirements, KPIs of the management of the contract (response time, number of non-conformance), etc. Management of non-conformance, Management reports Contingency plan in the event of any industrial action by students/ college staff /public and the service provider and its employees, including absenteeism	= 3 Points = 3 Points = 3 Points = 3 Points = 3 Points	15
Radio Frequency (ICASA) Submit ICASA approved Radio Frequency infrastructure (example) No proof provided	= 5 Points = 0 Points	5
Provide list of PSIRA registered guards who have first aid training List provided: List not provided:	= 10 Points = 00 Points	10
Recent Audited Annual Financial Statements Provided Not provided	= 10 points = 0 points	10
	Total	100

Specifications Scope and Pricing Schedule

TERMS OF REFERENCE

Bidders must complete the pricing schedule in full, failing which, such bidders will be disqualified.

Background

The IKHALA TVET COLLEGE is an institution governed by the Continuing Education and Training Act 2006. The Minister of Higher Education and Training is the Executive Authority, and the ITVETC Council is the Accounting Authority of the WTC. The ITVETC is governed by the Council appointed by the Minister of Higher Education and Training.

1. Current state

IKHALA TVET College currently has four sites (including Central Office) which require 24-hour security to ensure that the state resources are protected. The College sites are as follows:

- Central Office- Zone D Gwadana Drive
- Ezibeleni Engineering Campus - Zone D Gwadana Drive
- Queenstown Campus – Corner Zeiler & Robinson Road
- Aliwal North Engineering Campus – Murray Road

2. Scope of Work

IKHALA TVET College requires service providers to supply security services. The following should be taken into consideration:

- I. A twenty-four (24) hour guard and access/exit control services are to be provided for buildings and open spaces as well as control of movement of College assets within the premises.
- II. Control the entry and departure of motor vehicles to and from the premises and maintain records at the premises to be made available for inspection by the College.
- III. Conduct searches at all entrance/exit points of all College sites for both drivers and pedestrians.
- IV. Direct deliveries and visitors to the reception counter.
- V. In times of unrest, secure the gates against illegal incursions and provide necessary strike management protection.
- VI. Ensure compliance with College policies and relevant government prescripts.
- VII. Assist in the control of visitors awaiting attention, assist in queue control and giving directions where and when necessary.
- VIII. Report irregularities to College Office Management and in cases of unrest also to the South African Police Services (SAPS).
- IX. Remove or assist in the control of unruly visitors, staff members or other persons, as instructed by College Office Management.
- X. Conduct patrols as often as possible.
- XI. Monitor firearm control system.

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PRICING

A. CENTRAL OFFICE-ZONE D GWADANA DRIVE EZIBELENI

CAMPUS / DELIVERY SITE	SHIFT	GUARD GRADE AND QUANTITIES OF GUARDS REQUIRED	RATE PER GUARD PER MONTH (INCL VAT)	TOTAL AMOUNT PER MONTH (INCL VAT) QUANTITY x RATE/MONTH
		C (Unarmed)		
ZONE D GWADANA DRIVE EZIBELENI	Monday – Friday Day 06:00 – 18:00	4	R	R
	Saturday – Sunday Day 06:00 – 18:00	2	R	R
	Monday – Friday Night 18:00 – 06:00	3	R	R
	Saturday – Sunday Night 18:00 – 06:00	3	R	R
	TOTAL PER MONTH - (INCL VAT)	R		

QUEENSTOWN CAMPUS – CORNER ZEILER & ROBINSON ROAD

CAMPUS	SHIFT	GUARD GRADE AND QUANTITIES OF GUARDS REQUIRED	RATE PER GUARD PER MONTH (INCL VAT)	TOTAL AMOUNT PER MONTH (INCL VAT) QUANTITY x RATE/MONTH
		C (Unarmed)		
QUEENSTOWN CAMPUS – CORNER ZEILER & ROBINSON ROAD	Monday – Friday Day 06:00 – 18:00	3	R	R
	Saturday – Sunday Day 06:00 – 18:00	2	R	R
	Monday – Friday Night 18:00 – 06:00	2	R	R
	Saturday – Sunday Night 18:00 – 06:00	2	R	R
	TOTAL PER MONTH - (INCL VAT)	R		

ALIWAL NORTH ENGINEERING CAMPUS – MURRAY ROAD

CAMPUS	SHIFT	GUARD GRADE AND QUANTITIES OF GUARDS REQUIRED	RATE PER GUARD PER MONTH (INCL VAT)	TOTAL AMOUNT PER MONTH (INCL VAT) QUANTITY x RATE/MONTH
		C (Unarmed)		
ALIWAL NORTH ENGINEERING CAMPUS – MURRAY ROAD	Monday – Friday Day 06:00 – 18:00	3	R	R
	Saturday – Sunday Day 06:00 – 18:00	2	R	R
	Monday – Friday Night 18:00 – 06:00	2	R	R
	Saturday – Sunday Night 18:00 – 06:00	2	R	R
	TOTAL PER MONTH - (INCL VAT)	R		

B. PRICING SCHEDULE – SUMMARY

Item	Campus	Number of Guards (Grade C) Unarmed	Monthly Price per One Grade C (Unarmed) Guard (including VAT)	Total Monthly Price for All Unarmed Guards per Campus (including VAT)
1	Central Office & Ezibeleni Engineering Campus - Zone D Gwadana Drive	12	R	R
2	Queenstown Campus – Corner Zeiler & Robinson Road	9	R	R
3	Aliwal North Engineering Campus – Murray Road	9	R	R
4	BID PRICE PER MONTH FOR 30 GRADE C UNARMED GUARDS FOR ALL CAMPUSES (INCLUDING VAT)	30	R	R

C. ADHOC SERVICES

Item	Service	Unit	Rate per Month (including VAT), fixed for 36 Months
1	Bouncer (unarmed)	1	R
2	Armed guard (Grade C)	1	R
3	Special events (Grade C Unarmed)	1	R
4	Students unrest (riot) (Grade C Unarmed)	1	R
5	Dog only (All-Inclusive)	1	R

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No	CAMPUS / SITE	MINIMUM NUMBER OF PATROL BUTTONS REQUIRED	ONCE OFF COST FOR THE SYSTEM	ANNUAL SERVICE FEE
1	Central Office & Ezibeleni Engineering Campus - Zone D Gwadana Drive	1	R	R
2	Queenstown Campus – Corner Zeiler & Robinson Road	1	R	R
3	Aliwal North Engineering Campus – Murray Road	1	R	R

D. ACTIVE TRACK SOLUTION

NB:

Security Company appointed shall be expected to install Active Track Solution.

Suppliers shall be required to present the proposal of the Guard Touring Buttons / Active Security Patrolling Device to be installed.

The proposal is to make clear the specifications and functions of the patrol system.

The guards are expected to patrol the premises interchangeably, and not all be stationed at the guardhouse at the same time.

The once off cost for the system includes purchase & delivery, installation, and monitoring.

Annual service fee is for maintaining the system in good working condition.

The system is expected to provide reports of evidence that patrol has taken place.

This facility is to be implemented by the Security Company as a tool of ensuring that the personnel are attentively guarding the premises, as any losses to property will be charged to the security company.

ALL AMOUNTS ARE INCLUSIVE OF VAT

1. Obligations of Contractor

The Contractor undertakes, but not limited to:

- Render a service of the highest possible standard and quality whilst striving to improve efficiency, reduce costs and meet the standards, service levels and criteria as required by the College and as specified in this Agreement. The Contractor shall to this end allow the College to undertake inspections and also to submit the services rendered to an independent audit if requested to do so by the College.
- Make available its time and service to the College to ensure the highest degree of skill, expertise, care and diligence is exercised in the performance of the service, and to provide competent, sufficient and suitable staff and supervisors in terms of this Agreement.
- The onus probandi shall vest with the Contractor in order to prove that services were rendered according to required standards.
- Provide and maintain in good order, subject to exceptions provided for in this Agreement, all required uniforms, materials, equipment and vehicles to meet and carry out its obligations in terms of this Agreement.
- Undertakes to **always** keep an inventory list of all materials, equipment and/or furniture that were issued to him/her by the College.
- Ensure that where his staff makes use of the College's equipment, material or installations, they are fully trained to do so with safety.
- At all times comply with procedures and requirements regarding complaints and client liaison as stipulated in this Agreement.
- Comply with the general rules and regulations of any of the premises as applicable to employees, as amended from time to time, during the rendering of his contractual obligations in terms of this Agreement at such premises.
- Not to harm the College and/or his products, business, equipment, staff or clients in any way.
- Not to transgress any rules, codes, policy documents, procedures and safety standards of the College concerned, which are available on request and of which the Contractor must take notice.
- Not to disclose any information concerning the business of the College to any person or College.
- Not to violate the copyright on any of the material, information or programs of the College concerned.
- Not to remove any property of the College concerned, its employees, contractors or students from the premises of the College without the written consent of the College first being obtained.
- The Contractor shall ensure that the tendered number of and sufficient appropriately trained and PSIRA registered staff is at all times present to ensure that contractual obligations can be met.
- The Contractor shall ensure that when workers, guards, supervisors or group managers are absent, whether owing to leave, illness or any other reason, equally competent (trained) personnel replace them for the duration of their absence.
- No guard shall vacate his position unless the replacement has reported for duty.
- The Contractor shall ensure that all workers are familiar with the College's emergency evacuation program and that the correct emergency procedures will be followed in the event of an emergency or when an exercise is held.
- Ensure that all of its employees and workers at the site are at all times familiar with and comply with the provisions of relevant laws and legislation.

- The College maintains the right to appoint other service providers to perform specific services in the area of the Contractor's operations and it is expected from the Contractor to co-operate with the provision of these specific services.
- The Contractor shall perform the service without causing any interruption or disturbance to everyday client or student activities, including but not limited to the academic processes such as lectures, study, research, conducting practical classes or writing examinations.
- The Contractor shall inform the College in writing of every failure or foreseeable failure by the Contractor, which could result in a position where the Contractor is unable to fulfil its obligations in terms of this Agreement.
- The Contractor acts as independent Contractor and not as an agent or employee of the College and shall not incur any liability on behalf of the College or in any way pledge or purport the College's credit. The Contractor also has no authority to bind the College contractually and hereby indemnifies the College against any losses and/or damages resulting from such actions or applications.
- Where keys for access to buildings, offices, classrooms, etc. are given to the contractor, the necessary care and responsibility for their safekeeping must be observed. The Contractor must ensure that keys are not misused or used to allow access to buildings by unauthorized persons.
- The Contractor shall not sub-contract the Service or any part thereof to any third party without obtaining the written consent of the College, who in the exercise of its discretion, shall have regard to the extent to which such consent shall adversely affect the standard of the Service.
- Designate in writing, a Manager in its employ who will liaise with the College's Liaison Manager, or his nominee, in respect of the service to be rendered by the Contractor. (The Manager so designated, shall, when acting within the scope and ambit of this agreement, have complete authority to represent the Contractor on all issues pertaining to this Agreement).
- Upon request from the College, perform surveys (either personally or through an independent agency) as may be required by the College to determine students, employees and customer's satisfaction and to make the results thereof available to the College.
- The Contractor shall submit weekly and monthly reports to the College.
- Ensure that all its personnel employed in the rendering of the Service are at all times whilst on duty neatly dressed in uniform, presentable and hygienic.
- Upon being requested to do so by the College, remove from the Site any employee who in the opinion of the College has deliberately or negligently conducted themselves in a manner which was or could be detrimental to the good name of the College, the maintenance of order and discipline at the College or the proper execution of the functions of the College.
- This clause should not be interpreted that the College has the right to demand or expect that the Contractor must discharge from its service any of the said employees. Nor should this clause replace any of the normal staff remedial/disciplinary actions such as counselling or disciplinary hearings that the Contractor would normally follow in the event of any of their employees making themselves guilty of any misdemeanor or conduct contrary to the Contractor's Normal Code of Conduct for their employees, or other rules and regulations they deem fit to enforce.

2. Confidentiality

- The Contractor undertake to ensure that all data and information (including but not limited to any technical, commercial, scientific information, processes, designs, technical specifications, copyright and data in any form) in connection with or arising from this Agreement shall be kept confidential and agree not to disclose it to third parties and not to make use of such information other than for the performance of its obligations under this Agreement and to release such information to its employees on a “need-to-know” basis only, provided that such employees undertake to be bound by the confidentiality contained herein.
- The Contractor agrees to hold the Confidential Information in strict confidence and not to make use of such information other than in the performance of the obligations in terms of this Agreement and to release such information only to those employees who require the same for the rendering of the Service and then only provided that such employees undertake to be bound by the confidentiality contained therein.
- The Contractor agrees not to use the name of the College in publicity releases or advertising or for any other promotional purposes, without first obtaining the prior written consent of the College.
- The Contractor agrees that the provisions of this clause will be binding on him and his employees after the termination of this Agreement.

3. Obligations of the College

- For the purposes of the execution of this Agreement, where applicable and not in all circumstances, the College shall for the duration hereof, provide to the Contractor free of charge and subject to the provisions stipulated in this Agreement, existing facilities allocated to Security Services as deemed adequate by the College.
- Make available to the Contractor such information as may reasonably be required by the Contractor for the rendering of the specified Security Service.
- The Contractor will not be held liable to fulfil its obligations in terms of this contract if the College is responsible or partly responsible for the Contractor’s failure to provide the services in accordance with the standards and provisions as specified. The Contractor shall inform the College in writing of every such failure or foreseeable failure by the College.
- **No college official shall be involved in the operations of the contractor. Example – instruct the contractor to change the roster of guards, etc.**
- **The college will only be involved in the contractors’ operations when the service delivery is adversely affected.**

4. Discipline

- The Contractor shall be responsible to ensure that workers comply with the Company’s disciplinary procedures, to apply the necessary steps and take action when it is required. In the instance where the College is accusing an employee of stealing or mismanagement of goods and/or money, such an employee must be suspended immediately and replacement labour provided, subject to a disciplinary hearing.
- If the employee refuses to be searched by the College, such employee may not return to the campus and must be replaced with immediate effect.

5. Replacement of Labour

- In the event of an employee, not reporting for services the Contracts Manager shall arrange for replacement labour to take over duties within 1 hours.
- The Contractor shall provide suitable replacement labour in the event of an employee being on leave, sick leave, strike, meal brake or unable to perform his duties. The relief staff will be of a similar level, PSIRA registered and trained to deliver the required service, as the one being replaced.
- The College reserves the right to ask, within reason, for the replacement of any personnel of the Contractor.
- The Contractor will ensure adequate and suitable trained labour at all times to deliver the required service.
- No guard shall vacate his position unless another person or replacement arrives on site at the position.

The College requires that all aspects of the Service provided is regularly monitored against this Agreement, the specification therein, applicable legislation and accepted industry standards of good practice. To that end, the Contractor shall be responsible for establishing and conducting quality-monitoring systems and procedures as agreed with the College to ensure this.

The College reserves the right to institute any of its own methods of monitoring, at any time, without first informing the Contractor.

6. Occurrence Book

The Contractor shall keep an Occurrence Book for the purpose of reporting all actions, incidents and matters related to Protection Service on the campus (es). Entries in the book shall include, but is not limited to the following:

- Report on daily activities.
- Activities and/or actions that require attention in order to prevent future problems or incidents.
- Actions that require special attention.
- Areas or incidents where the service was not performed to standard, reasons therefore and recommendations how similar problems will be avoided.

7. Enforcement of Standards

Notwithstanding any actions already instituted by the Contractor, in the event of a failure to perform or supply the required service, the following will apply:

- Firstly, the College's designated Contract Manager will inform the Contractor in writing that there has been a failure to meet requirements. The Contractor will be obliged to take forthwith-such remedial action as is required by the College.
- In the event of the services provided continuing to be unsatisfactory, the College's designated Contract Manager shall inform the Contractor in writing of this non-compliance with requirements, and give him a period of 14 (FOURTEEN) days in which to rectify the situation.
- Should the required service not be provided in the stipulated time, the College reserve the right to terminate this Agreement with one (ONE) month's written notice, without prejudicing the College's rights to recoup the cost of alternative service provision from the Contractor?
- The College may, with a clearly communicated complaint, withhold within its discretion payment in respect of a particular service until the situation is adequately rectified.

- In the event of any dispute where a mutual Agreement cannot be reached, both parties agree to arbitration as provided for in this Agreement.

8. Risk and Responsibility

- The Contractor accepts full responsibility for its staff's actions and will ensure that such actions at no time place the staff or property of the College in danger.
- The Contractor undertakes to at all times vehemently discourage his staff from becoming involved in any way with any industrial action on the College's premises, whether these are initiated by the College's staff, students or any other person/s or by any other outside body.
- In the event of the Contractor's staff participating in any strikes, marches, riots or any other industrial actions, for whatsoever reason, the Contractor is responsible to control his staff and immediately restore order. If he is unable to restore order, then he must ensure that such staff that are participating in industrial action are removed from the College's premises forthwith. Any action/s to be taken to remove staff from the premises or restore order, as the case may be, must first be approved by the College's Contract Manager before being instituted.
- In the case of the Contractor's staff becoming involved in any strike, stay-away or other action, where no, or only partial service is rendered, and where the Contractor is as a result not responsible for remuneration (no work, no pay) of such personnel, the Contract price for the period concerned shall be adjusted accordingly and it is the responsibility of the Contractor to present revised invoices for payment at the end of the month in which the partial or no service, as the case may be, was rendered
- The Contractor accepts responsibility for any losses, which occur during the process of rendering service when it can be established that the security guards were responsible. The College shall request their staff to ensure that items of value, cash, documents and personal items are securely locked away during service periods.

9. Change of Specifications and/or Conditions

- The College reserves the right, in consultation with the Contractor, to amend or add to these specifications and/or conditions as and when necessary depending on changing conditions and requirements.
- The College may request to amend or reduce the work force, or cancel the Agreement in the event where buildings, areas or part thereof are no longer in use, sold, reach end of lease, return to owner or landlord, taken over by another College or Institution (merge), etc. Refer to item 3.14.3 of this document.
- Changes to the conditions will not be binding unless mutually agreed upon, recorded in writing and duly signed by both parties. In the event of any dispute where a mutual agreement cannot be reached, both parties agree to arbitration as provided for in this Agreement.

10. Employees of the Contractor

10.1 Identification

Identification cards are the responsibility of the Contractor. It is furthermore his responsibility to ensure that all of his staff whilst on duty on the site display their identity cards on their persons at all times, in such a way as to be fully visible. The College reserves the right to require the Contractor to remove from site any staff failing to display their identification cards in the prescribed manner.

The Contractor shall provide the College with a personnel file for each officer containing identification, proof of registration with all the relevant regulatory bodies (PSIRA, UIF, Training, etc.).

10.2 Medical fitness

The College reserves the right to require that all of the Contractor's staff be certified fit for duty. Should such certification be required a medical practitioner, appointed by the College if the College does not approve of the medical practitioner appointed by the Contractor, shall carry it out. Such certification will be for the cost of the Contractor.

10.3 Training

The College recognizes the need for and in fact encourages any training, both induction and during the course of employment, and expects to derive both benefit and value-for-money from all training undertaken by employees of the Contractor engaged in relation to this contract. However, the Contractor shall ensure that the absence from operational duty of staff attending a training course does not affect the satisfactory provision of the specified services.

10.4 Appointment

The College reserves the right to interview and approve or veto the appointment and deployment of all Shift Supervisory and Site Management staff to be provided by the Contractor in relation to this contract.

10.5 Uniforms

All of the Contractor's staff whilst on duty on the campus must wear the uniform (including any headgear and any protective clothing appropriate to their task or function) prescribed and provided by the Contractor. The Contractor shall supply all uniforms, which shall be of good quality and in a style approved by the College. All uniforms must bear the name and logo of the Contractor. Contractor uniforms may not in any way bear the name or logo of the College.

10.6 Relief Staff

It is the responsibility of the Contractor to provide all relief-staff required in the event of any labour unrest, seasonal workload peaks or to replace staff on training, leave or sick leave or absent from duty for any reason whatsoever. At all times that relief staff are to be deployed the College's Contract Manager must be given reasonable notice of this. The Contractor will bear all costs related to the provision of relief staff and ensure adequate and suitable trained staff of a similar level as the one/s being replaced, if not, the College reserves the right to appoint relief-staff from another service provider at the cost of the Contractor.

10.7 First Aid

The Contractor shall be responsible for the provision and replenishment of a first aid box in each security hut on each campus for the use of his staff. In conjunction with the College's Contract Manager, the Contractor must ensure that the first aid boxes are under the control of a trained first aid provider. In any cases of emergency where an ambulance is required, the ambulance will be summoned in accordance with the laid down Standard Operating Procedures and approved Operating Rules.

11. Operating Rules

- 11.1** The Contractor shall at all times comply strictly with the College's rules, regulations, policies and procedures, applicable to the rendering of the Service, as set out in the Site Procedures Manual, Standing Operating Procedure, and other written instructions provided from time to time, all of which will be made available at a central Control Room on each site and must be regarded by the Contractor collectively as the "Operating Rules".
- 11.2** Where the documents listed in the above clause or this Agreement do not deal with a specific matter that should have been dealt with, the Parties shall negotiate in good faith with each other with a view to amending either the Agreement or the documents, in writing, so as to regulate that specific matter.

12. Complaints Register

A complaint register, in which complaints in respect of the service have been recorded, will be made available at an agreed point or points. The supervisor must check the entries in the book(s) on a daily basis to ascertain what complaints have been made and to ensure that these receive attention within 24 hours at the most.

13. Working Hours

- Working hours shall be determined by the Head of Protection Services in consultation with the Contractor and may be adjusted from time to time in order to cater for the requirements of the College.
- Service is required 24 (twenty-four) hours per day and seven (7) days per week.
- Working conditions and/or –hours could be adjusted during special occasions such as open days, graduation ceremonies, functions, sports activities, etc.

14. SUPPORTING STRUCTURE AND MANAGEMENT MEETINGS

The Parties agree that frequent and regular liaison through formal and informal communication structures is essential for maintaining customer focus and clear and open lines of communication. It is also accepted that there should be communication between the Contractor, Contract Manager (College designated Person) and stakeholders from other departments. The Contractor will be expected to be pro-active in approaching these immediate stakeholders but must always do so through the Contract Manager.

15. LIAISON

15.1 Informal Liaison

- Informal liaison will take place as required by the Contract Manager or Contractor in order to deal with daily management and operational matters. Either the Contract Manager or Contractor may initiate these meetings.

- It is however inevitable that during the course of normal operations the Contractor's personnel (Supervisors and Workers) will come into contact with the College's staff. In these contact situations, the Contractor's personnel must not execute any orders from anybody other than from the College's Contract Manager or his appointees. If any such order is directed to the Contractor's personnel they must, in a spirit of good collaboration, hear what the person/s needs are and then immediately bring the order / request to the attention of the College's Contract Manager for attention and finalization.

15.2 Formal Liaison

- Formal liaison should be based on at least a monthly basis, and to that end, meetings will be convened by
- the College's Contract Manager giving five (5) days' notice of the date and time of the meeting as well as the business to be transacted at that meeting. The Contractor may also place items on the agenda for formal meetings by way of written notice faxed or e-mailed to the College's Contract Manager. Shorter notice may be given in the case of emergencies. All such meetings shall be held at the premises of the College and shall be chaired by the College's Contract Manager or his appointee.

Formal Liaison meetings shall consist of the following members:

- The College's Contract Manager.
- The responsible Operations Manager of the Contractor.
- Relevant College Supervisor/s as nominated by the College's Contract Manager.
- Relevant Contractor Site Management and or Shift Supervisor/s as nominated by the Contractor and approved by the College's Contract Manager.

The purpose of formal liaison meetings shall be to, amongst others:

- Consider and endeavor to resolve any problem or potential dispute that may arise between the Parties.
- Discuss and plan work schedules, training requirements, special events, additional duties, new policies and procedures, methods of quality control and all other aspects relating to the provision of the service.
- Make recommendations to the top management of either the College or Contractor in connection with the Service.
- Identify and discuss areas for improvement, particularly productivity and costs savings.
- Identify and discuss any planned changes in the scope of the operation of this Agreement, particularly changes in the Services required or the removal or addition of premises to the existing premises.
- Query any charge appearing on any invoice, or the manner of arriving at such charge.
- Discuss any amendments to the Operating Rules between the Parties.

In the event of any matter being unable to be resolved in a reasonable period of time through the formal liaison channels, either Party may, but shall not be obliged to, refer the matter to:

- In the case of the Contractor, to the responsible Manager of the College.
- In the case of the College to the Managing Director / Owner of the Contractor.

In the event of the matter still being unresolved after the referral the Parties may, but shall not be obliged to, refer the matter to be resolved in terms of Informal Arbitration.

16. Independent Audit

- The College may, at its cost, at any time during the currency of this Agreement, be entitled to appoint an independent person, acknowledged as an expert in the Security Industry, to undertake a review of the manner in which the Contractor has complied with its obligations in terms of this Agreement and the provision of the Security Service in terms of acceptable industry norms, and in the event of such person finding that the Contractor has not adequately complied with such obligations, then to make recommendations as to how the Contractor should comply with such obligations.
- In the event of such person having conducted his review and having made the recommendations, then the College shall be entitled to make the recommendations known to the Contractor at a meeting convened in terms of the formal liaison channels as specified. The Contractor shall then be obliged to comply with such recommendations and any other recommendations that the College may submit. In the event of the Contractor failing to comply with such recommendations within 30 (thirty) days after the date of such meeting having taken place, the College shall be entitled to cancel this Agreement forthwith without giving notice to the Contractor.
- The provisions of this clause shall not be construed as restricting the rights of either of the Parties to cancel this Agreement in terms of the provisions of clause 3.15, Breach, of this Agreement.

17. Assistance by the Contractor

Upon termination of this Agreement for whatsoever reasons, howsoever arising, the Contractor shall be obliged to provide all reasonable assistance to the College in order to enable the College to effect a smooth, non-disruptive transition to another Service Provider who provides services similar to the Service, or to re-establish the College's in-house security service, as the case may be. To this end the Contractor shall:

- Provide advice and guidance to the new Security Service Provider or to the College, as the case may be.
- Make available its employees to render assistance to the new Security Service Provider or the College, as the case may be.
- Provide on an ad hoc basis, the Service that it was providing in terms of this Agreement, until such time, as the case may be, that the new Security Service Provider or the College is capable of performing the new Service.

18. Media Announcement

The Parties undertake not to make any public announcement concerning this Agreement unless the terms and details of such announcement have been agreed upon between them in writing. Notwithstanding the above-mentioned provision, the College reserves the right to publish the final outcome of the bid adjudication and award in the National Treasury Government Tender Bulletin.

19. Code of Conduct

The Contractor and his employees agree not to give any gifts, gift vouchers or any advantages to College employees either directly or indirectly unless market related prices are paid for it. This includes “kick-backs” and “spotter fees”. The Contractor further agrees not to grant any loans, money or otherwise, to College employees, and vice versa. Contravention of this clause may result in the immediate cancellation of the contract.

The Contractor is not allowed to hold any social functions on College premises unless permission for it is beforehand obtained from the Director of Facilities and Services

Social interaction between the Contractor and College’s employees during working hours is prohibited.