

SECURITY SERVICE SPECIFICATIONS AND PRICE OFFER:

1. SCOPE OF WORK

This specification provides an indication of the areas and buildings where the guarding service is required. The specification is not certified to be fully comprehensive and is only a guideline. Contract Service Providers must acquaint themselves with the exact location, boundaries and areas, as well as the diversity of the various campuses and the buildings thereon. It is therefore a requirement that Contract Service Providers attend the guided site visits.

Port Elizabeth College has adopted the following Security model:
Physical Guarding and Control Room activities. These cameras are College owned and need to be administered.

The CCTV control room will be monitored and controlled by the service provider.

Below are estimated numbers of guards needed, these will be firmed up if needed at the SLA Agreement stage. However, the below figures are for Tender purposes.

Combat Team

Please explain in your proposal how you would deal with crowd control and unrest issues.

The College is needing pricing for a full combat team on a daily rate. Please include with your pricing.

2. QUANTITIES AND FREQUENCIES

The specifications of Service requirements and information below are given in good faith for the purposes of this bid and will be confirmed at the time of appointment. However, the College reserves the right to adjust the requirement either up or down, in accordance with requests received from within the College, or to ensure a better service is allowed for.

Where in these instructions reference is made to "daily" this generally means a 7 (seven)-day week with Saturday, Sunday and Public Holidays included. It is also a requirement that services must be provided during special occasions and events. When such a service is required, the College Contract Manager or his appointee will advise the Contractor.

2.1 PORT ELIZABETH COLLEGE - CONTRACT SERVICE REQUIREMENT

SCHEDULE OF SERVICES AND RATES - BID PRICE

OPERATIONAL MANAGER

CAMPUS	SHIFT	GUARD GRADE AND QUANTITIES OF GUARDS REQUIRED		RATE PER MONTH (INCL VAT)	TOTAL AMOUNT PER MONTH (INCL VAT) QUANTITY x RATE/MONTH
		B			
GENERAL FOR ALL CAMPUSES AND OFFICES — Including after-hours visits	Monday — Friday Day 06:00 — 18:00	1		R	R
	Monday — Friday Night 18:00 - 06:00			R	R
	TOTAL	1		-	
	TOTAL PER MONTH - (INCL VAT)				R

Erica Administrative Office

CAMPUS	SHIFT	GUARD GRADE AND QUANTITIES OF GUARDS REQUIRED		RATE PER MONTH (INCL VAT)	TOTAL AMOUNT PER MONTH (INCL VAT) QUANTITY x RATE/MONTH
		B	C		
Old Erica Administrative Offices	Monday – Friday Day 06:00 – 18:00	1	3	R	R
	Saturday - Sunday Day 06:00 — 18:00		2		
	Monday — Sunday Night 18:00 – 06:00		2	R	R
	TOTAL GUARDS =	1	7	-	-
	TOTAL PER MONTH - (INCL VAT)				R

Russell Road Campus

CAMPUS	SHIFT	GUARD GRADE AND QUANTITIES OF GUARDS REQUIRED		RATE PER MONTH (INCL VAT)	TOTAL AMOUNT PERMONTH (INCL VAT) QUANTITY x RATE/MONTH
		B	C		
Iqhayiya Campus	Monday — Sunday Day 06:00 – 18:00	1		R	R
	Monday – Friday Day 06:00 – 18:00		4		
	Saturday – Sunday Day 06:00 – 18:00		2		
	Monday — Sunday Night 18:00 – 06:00		2	R	R
	TOTAL GUARDS =	1	8		
	TOTAL PER MONTH - (INCL VAT)				R

Victoria Campus

CAMPUS	SHIFT	GUARD GRADE AND QUANTITIES OF GUARDS REQUIRED		RATE PER MONTH (INCL VAT)	TOTAL AMOUNT PER MONTH (INCL VAT) QUANTITY x RATE/MONTH
		B	C		
Victoria Campus	Monday — Friday Day 06:00 – 18:00		2	R	R
	Saturday - Sunday Day 06:00 —18:00		1		
	Monday — Sunday Night 18:00 – 06:00		1	R	R
	TOTAL GUARDS =		4	-	
	TOTAL PER MONTH - (INCL VAT)				R

Dower Campus

CAMPUS	SHIFT	GUARD GRADE AND QUANTITIES OF GUARDS REQUIRED		RATE PER MONTH (INCL VAT)	TOTAL AMOUNT PERMONTH (INCL VAT) QUANTITY x RATE/MONTH
		B	C		
Dower Campus	Monday — Sunday Day 06:00 – 18:00	1	6	R	R
	Monday — Sunday Night 18:00 – 06:00	1	6	R	R
	TOTAL GUARDS =	2	12		
	TOTAL PER MONTH - (INCL VAT)				R

Iqhayiya Campus

CAMPUS	SHIFT	GUARD GRADE AND QUANTITIESOF GUARDS REQUIRED		RATE PER MONTH (INCL VAT)	TOTAL AMOUNT PERMONTH (INCL VAT) QUANTITY x RATE/MONTH
		B	C		
Iqhayiya Campus	Monday — Sunday Day 06:00 – 18:00	1	5	R	R
	Monday — Sunday Night 18:00 – 06:00	1	5	R	R
	TOTAL GUARDS =	2	10	-	
	TOTAL PER MONTH - (INCL VAT)				R

Algoa Campus

CAMPUS	SHIFT	GUARD GRADE AND QUANTITIES OF GUARDS REQUIRED		RATE PER MONTH (INCL VAT)	TOTAL AMOUNT PERMONTH (INCL VAT) QUANTITY x RATE/MONTH
		B	C		
Algoa Campus	Monday — Sunday Day 06:00 – 18:00		1	R	R
	Monday — Sunday Night 18:00 – 06:00		1	R	R
	TOTAL GUARDS =		2	-	-
	TOTAL PER MONTH - (INCL VAT)				R

Kemsley Park

CAMPUS	SHIFT	GUARD GRADE AND QUANTITIESOF GUARDS REQUIRED		RATE PER MONTH (INCL VAT)	TOTAL AMOUNT PER MONTH (INCL VAT) QUANTITY x RATE/MONTH
		B	C		
Kemsley Park Site	Day 06:00 – 18:00		2	R	R
	Night 18:00 - 06h00		2		
	TOTAL GUARDS =		4	-	
	TOTAL PER MONTH - (INCL VAT)				R

Control/monitoring Room

SHIFT	GUARD GRADE AND QUANTITIES OF GUARDS REQUIRED		RATE PER MONTH (INCL VAT)	TOTAL AMOUNT PER MONTH (INCL VAT) QUANTITY x RATE/MONTH
	B	C		
Day 06:00 - 18:00	1	1	R	R
Night 18:00 — 06h00	1	1		
TOTAL GUARDS =	2	2	-	
TOTAL PER MONTH - (INCL VAT)				R

PATROL VEHICLES

- The college requires the deployment of three patrol vehicles for adequate coverage of all campuses.
- The three patrol vehicles will cover the following grounds:
 - One to cover Russell Road, Victoria Campuses; as well as Erica Administrative Building
 - One to patrol Dower Campus
 - One to patrol Iqhayiya Campus (Please note that for this campus the need for an armed patrol vehicle will be discussed at the SLA level of this bidding process)

PE COLLEGE CAMPUS MAN SPECIFICATION NEEDS

The following would be the suggested main specification, posting needs and additional requirements I would propose as being the best possible solution on a campus-to-campus basis.

Operational Manager

- 1 x B grade and suitably qualified manager to provide full management and supervisory support to all campus postings 24/7 basis. It is important that such incumbent possess the following skills and knowledge:
 - Excellent communication skills, verbal and written
 - Good administrative and report writing skills
 - Computer literate and competent in Word, Excel, Power-point
 - Good investigation skills
 - Good leadership and conflict management skills
 - Ability to work without constant direct supervision
- Possess a valid driver license to accommodate site visits using own vehicle.

Erica Administrative Offices

- Day shift
 - 1 x B grade officer (Monday to Friday office hours)
 - 1 x C grade officer (Monday to Friday to assist)
 - To administer strict access control at access point
 - 2 x C grade officers (Monday to Friday 06:00 to 18:00)
 - 1 x perimeter patrol and support to main access point/general security
 - 1 x at staff vehicle access gate
 - 2 x C grade officers (Saturday and Sunday 06:00 to 18:00)
 - Conducting perimeter patrols accordingly the electronic active guard track system
- Night shift
 - 2 x C grade officers (Monday to Sunday 18:00 – 06:00)
 - Conducting perimeter patrols by way of electronic active guard track system

Russel Road Campus

- Day shift
 - 1 X B grade officer (Monday to Sunday 06:00 – 18:00)
 - To supervise physical security stationed at the main access guard house
 - 4 x C grade officer (Monday to Friday 06:00 – 18:00)
 - To provide access control and perimeter patrols
 - 2 x C grade officers (Saturday and Sunday 06:00 – 18:00)
 - To provide perimeter patrols
- Night shift
 - 2 x C grade officers (Monday to Sunday 18:00 to 06:00)
 - To provide access control and perimeter patrols after classes have closed

Victoria Campus

- Day shift
 - 2 x C grade (Monday to Friday 06:00 to 18:00)
 - Conducting access control and perimeter patrols
 - 1 x C grade (Saturday and Sunday 06:00 – 18:00)
 - Conducting perimeter patrols
- Night shift
 - 1 x C grade (Monday to Sunday 18:00 to 06:00)
 - Conducting perimeter patrols

Dower Campus

- 24/7 day/night shift deployment Monday to Sunday
- 1 x B grade shift supervisor at main gate, also to conduct site post visits
- 2 x C grade at main gate for access control
- 3 x C grade posted within hostel residence environment for access control
- 1 x C grade to perform perimeter patrols
- (Also provide pre required ad-hoc services on request on sporting/student social dates as may be requested)

Iqhayiya Campus

- 24/7 day/night shift deployment Monday to Sunday
- 1 x B grade shift supervisor at main gate, also to conduct site post visits
- 3 x C grade access control at main gate
- 2 x C grade on perimeter patrol/access to new wing
 - Re-position CCTV monitoring at access guard house
 - Monitoring rotational basis within deployment group posted at gate

Algoa Campus

- 24/7 day/night shift 1 x C grade officer at access gate to ensure controlled access

Kemsley Park

- 2 x C grade officer at access gate to ensure controlled access and to perform perimeter patrols
- (Also provide pre required ad-hoc services on request on sporting/student social dates as may be requested) and prevent any unauthorized alcohol being brought in

Additional needs requirements to set a standard across all campuses

There is a good basis already in place that can be built on, once firm control measures are in place in respect of physical security the aspect of upgrading and extending of technology going forward will be easier and is something that if managed correctly can be put into place on a phase to phase basis. The following are a few of the ideas I would like to be considered:

- Manage a central CCTV monitoring facility, covering all campuses and staffed by suitably trained officers, local viewing rights can still be provided for, on a campus to campus basis and should be placed at security service points as back up.
- Phasing in CCTV cameras within the college building premises.
- Frequent inspection of student bags and vehicles and that of PE College staff; as well as student and/or staff cards.

Management Solution

- First establish a strong and sustainable foundation with sound perimeter and access / egress control
- Ensure effective SLA, operational guidelines, policies and procedures are in place and that an active guard tracking system is provided as part of the contractual obligation on a campus to campus basis
- If possible, appoint an in-house security manager, one who also has the ability to steer incident investigations as currently it seems these go by unattended and thus good intel' is lost that could assist in planning forward, i.e. investigations/deal with intel
- Such manager will need to run the contract services, assess and measure their performance in terms of the SLA and report regularly to senior management as well as the campus managers in respect of day to day operations, needs and requirements
- Initiate a vigorous awareness campaign amongst staff and students, to be protected they need to know what the rules are and the role they play. Any security system is only as good as the people it is designed to protect.
- The college has cited past negligence of security companies regarding incidents that occur during their duty that resulted in significant financial losses for the institution and therefore accountability will be that of the newly appointed bidder.
- The service provider needs to know what their responsibilities and deliverables are and that they will be held accountable, they need to have sufficient civil liability cover in respect of any loss damage caused due to non-compliance on their side, especially in respect of:
 - Front line communication and dealing with staff / students / visitors
 - Applying the rule consistently
 - Immediate incident response and follow-up
 - Immediate implementation of action plans relevant to risk / emergency situations
 - Effective record keeping and reporting
 - Visible presence and compliance
 - Report cameras not working
 - Incidents reports must be channeled to Campus Head, and then it will be reported to in-house security manager of the College
 - Daily meetings to be held with security supervisor and weekly meetings to be held with the security manager of the College

The above prices include VAT and are calculated per month.

2.2 Radios

The Contractor must provide radios which shall be used by the Site Supervisors, guards and Campus/Central Officer Reception. Proof of communication from the control room is **COMPULSORY**.

The ability to communication from the control room to the various campuses, within a 20-50 km radius (ICASA approved two-way radio)

2.3 Uniform

The Contractor is responsible for the supply of adequate uniform and related items, as were as to comply with COVID 19 PPE and Regulations. This is to be explained at the information session.

2.4 Pocket Book

The site supervisors and guards should each carry a pocket book whilst on duty in order to use for reporting of incidents, matters of concern, visits by supervisors, etc.

2.5 Equipment

Equipment will be provided by the Contractor (radios, batteries, battens, high watt luminous extra bright and rechargeable flash lights, etc.).

An occurrence book (OB) to be held in every guard house on site for recording and incidents.

2.6 Leave

During any period of leave entitlement to any guard/s, the contractor shall replace such guard/s. It is suggested that guards take their annual leave any time during beginning until the end of December. Guarding of premises is compulsory during the annual shut down period of the College.

Staff must be replaced in the case of absenteeism.

2.7 Specific Requirements

As mentioned below, security services must be provided on all campuses, by the manpower as explained for each task and in accordance with the under-mentioned list of duties.

Boundary fencing and visibility inspections on a monthly basis.

2.8 Alarm Monitoring & Armed Response

Contractor must set-up an Alarm Monitoring to its own control room to provide armed responses.

Include this with the newly appointed security company

2.9 Physical readiness to perform duties:

The college is looking to the service provider to provide guards whose physical readiness is not in question. Sufficiently trained guards are to be used.

Credentials of each security guard to be on file. If a security guard gets replaced, the file must be updated with the new security guards' credentials.

GENERAL:

1. A rotation of man power to avoid complacency. If there are any changes to personnel, this must be communicated to the Security Manager (in-house)
2. The accounts of the campuses must be dealt with separately for financial purposes.

2.2 Price Schedule:

The total price above will be considered as the bid price and final offer for the service as indicated and addressed in this document and will include the manpower as referred to in the above schedule. New PSIRA rates to be implemented.

3. SPECIFIC DUTIES OF THE CONTRACTOR AND PERSONNEL PROVIDED

- 3.1** Notwithstanding the specifications of requirement given above, the Contractor is bound to supply the actual number of **60 guards** ordered by the College within 24 hours, irrespective of the extent by which the number ordered varies from the number set in the above specifications.
- 3.2** To Patrol the precincts of the site/s as defined in this bid document, in order to prevent any persons from illegally entering and/or removing any equipment or material from the site/s.
- 3.3** To guard and protect all buildings, installations, equipment and material against any damage, theft or vandalism.
- 3.4** To protect the staff and students of the College as well as visitors to the College by preventing or minimizing risk of injury or death.
- 3.5** To report any incidents, suspicious actions or unusual occurrences to the College's Security Manager or his appointee, in accordance with the laid down procedures for reporting, as defined in the College's Operating Rules (security).
- 3.6** To apprehend or detain any person partaking in any criminal activity and to take action in accordance with the laid down procedures for detaining or arresting suspects, as defined in the Operating Rules.
- 3.7** Site Supervisor must monitor and supervise all guards and shift personnel on a continuous basis whilst on duty.
- 3.8** Notwithstanding any provisions to the contrary, as set out in clause 7 in SECTION B of this bid document, all guards, whilst on duty, must be equipped with torches, whistles and portable radios in order to ensure that duties are carried out efficiently and effectively. On special occasions and for specific applications it will also be required for guards to be equipped with batons and handcuffs. Where this becomes necessary the College's Contract Manager will advise the Contractor accordingly, specifying which guards are to be so equipped and for what period.

4. LEGAL REQUIREMENTS

- 4.1** All guards supplied must comply with all relevant provisions and legislation as prescribed by the **PSIRA Act**.
- 4.2** Should the College suffer any loss of whatsoever kind and it can be proven that such loss could have been avoided or reduced, had the Security Staff on site acted as expected and specified, or was caused by the gross negligence or willful disregard of duties of any of the Contractor's staff, then the Contractor will be held responsible to make good the loss.

5. PRICE ADJUSTMENT

Should the price offered not be firm for the duration of the contract period then all requests for price adjustments must be made in writing and presented to the office of PURCO SA. All requests for price adjustments must be accompanied by a full motivation and where required, proof of legislative increases must also be submitted.

6. COMMUNICATION

The Contractor is responsible to provide his own cellular communications at all times during the period of this Agreement. All telephone, stationery and other office related costs are for

the account of the Contractor.

7. 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

College, 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 Contractors Normal Code of Conduct for their employees, or other rules and regulations they deem fit to enforce.

8. 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.

9. 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.

10. 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.

11. 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 break 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. Employees of the Contractor

16.1 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.).

16.2 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.

16.3 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.

16.4 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.

16.5 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.

16.6 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.

16.7 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.

17. Operating Rules

17.1 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".

17.2 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.

18. 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.

19. 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.

20. 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.

21. LIAISON

21.1 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.

22.2 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.

22. 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.

23. 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.

24. 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.

25. 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.