



REFERENCE: FC 130

REPORT

**FORENSIC INVESTIGATION INTO SECURITY
CONTRACTS AWARDED TO DEPHETHOGO
TRADING CC UNDER BID NUMBER E1589**

ANNEXURE 4

MEMORANDUM OF AGREEMENT

ENTERED INTO BETWEEN

THE DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT

(Hereinafter referred to as "the Department")

Herein represented by **Ms Pretty Luphondo**, in her capacity as the
Acting Deputy Director General: Corporate Management Services
and duly authorised thereto

and

DEPHETHOGO TRADING CC



REGISTRATION NO: 2007/008821/23

(Hereinafter referred to as "the Service Provider")

Herein represented by **Mr Segolo Gaarekoe**
in his capacity as the Director of Dephethogo Trading CC
and duly authorised thereto

FOR THE

PROVISION OF SECURITY GUARDING SERVICES –AMATOLE REGION

 S.T.  T.S.

MEMORANDUM OF AGREEMENT ENTERED INTO BETWEEN THE DEPARTMENT OF FORESTRY,
FISHERIES AND THE ENVIRONMENT AND DIPHETHOGO TRADING CC FOR THE PROVISION OF
SECURITY GUARDING SERVICES -AMATOLE REGION

IT IS HEREBY RECORDED

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:-

"Agreement" means this Memorandum of Agreement together with all the Annexures thereto;

"Commencement Date" means the date on which an official written order for this Agreement is issued by the Department;

"Department" means the Department of Forestry, Fisheries and the Environment, Branch: Corporate Management Services;

"Financial Year" means the Department's Financial Year from 1 April to 31 March;

"Parties" means the Department and the Service Provider and
"Party" means either of them as indicated by the context;

"Plan" means the Security Management Operational Plan attached as **Annexure 'A'** to this Agreement;

"Personal Information" means information relating to an identifiable, natural person, including, but not limited to—
(a) information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, wellbeing, disability, religion,

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- conscience, belief, culture, language and birth of the person;
- (b) information relating to the education or the medical, financial, criminal or employment history of the person;
 - (c) any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to the person;
 - (d) the biometric information of the person;
 - (e) the personal opinions, views or preferences of the person;
 - (f) correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
 - (g) the views or opinions of another individual about the person; and
 - (h) the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person; but excludes information about an individual who has been dead for more than 20 (twenty) years;

"POPI ACT"

means the Protection of Personal Information Act, 2013 (Act No 4 of 2013);

"Processing"

means any operation or activity or any set of operations, whether or not by automatic means, concerning personal information, including—

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2. PAYMENT

- 2.1 The Service Provider shall render Services to the Department as set out in terms of this Agreement, the cost structure as set out in **Annexure 'C'** and the Terms of Reference attached to this Agreement as **Annexure "B"**. Payments for Services rendered shall be made in terms of Annexure "C", in amount that shall include VAT and all disbursements and shall be in South African Rand.
- 2.2 The Service Provider shall provide the Department with a detailed monthly tax invoice for the Services provided for each month and the relevant monthly deliverables report (the report) by the 4th (fourth) of each month, for the services rendered in a month preceding the issuing of the invoice and report. The Department's Project Manager shall review such report and invoice against the expected deliverables as detailed in terms of this Agreement and **Annexures 'A', 'B', 'C'** and **'D'**.
- 2.3 Once satisfied with the invoice and the relevant report submitted in terms of clause 2.2 above, the Department's Project Manager shall certify the relevant invoice and approve the report as correct, within 2 (two) days of receipt of such invoice and report. Once the Department has approved such invoice and the relevant report and deliverable(s) as per **Annexure 'B'**, the Department will make direct payments to the Service Provider within 30 (thirty) calendar days from receipt of such invoice and report.
- 2.4 The Department may implement a penalty of 10% (ten percent) of the agreed payment per phase (as per **Annexure 'C'**) for the deliverables not delivered within the timeframes and/or to the satisfaction of the Department as indicated in this Agreement. Notwithstanding the foregoing, the Department shall be entitled to recover all and any damages including direct, indirect, special and consequential damages *in lieu* of the aforesaid penalty.

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2.5 The Service Provider will keep full and proper financial records of all payments made by the Department, and will provide all supporting documentation or information related to budgeted expenditure at the request of the Department.

2.6 Payment will be made by means of electronic transfer into the following bank account:

Name of account: Diphethogo Trading CC

Bank: FNB

Account number: 62584287893

Branch Code: 250053

3. COMMENCEMENT AND DURATION

3.1 Notwithstanding the Signature Date, this Agreement shall come into force on the Commencement Date.

3.2 This Agreement shall endure for a period of 36 (thirty-six) months. It may be extended for a further period upon written mutual agreement between both Parties.

4. OBLIGATIONS OF THE SERVICE PROVIDER

4.1 The Service Provider shall provide the Services as set out in terms of this Agreement and Annexures 'A' and 'B' attached to this Agreement.

4.2 The Service Provider shall provide the Department with security services for sites listed under Annexure "D", attached to the Agreement.

4.3 The Service Provider shall through its security officers provide the Department with the following:

4.3.1 executing access control, searching where necessary, frequent perimeter patrolling, escorting Department's contractors and visitors, monitoring activities and reporting crime related activities and enforcing access control to the Department in terms of

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the Control of Access to Public Premises and Vehicles Act, 1985 (Act No. 53 of 1985). This includes:

- 4.3.1.1 consistent identification and authorising access and requesting acceptable reasons for gaining access, recording or reporting on the movement of vehicles through the entrance of the Department's premises;
- 4.3.1.2 searching of all vehicles entering and exiting the Department's premises when a need arises;
- 4.3.1.3 accompanying or escorting the Department's visitors or contractors where necessary;
- 4.3.1.4 submission of daily incident reports to the Department's security management representative;
- 4.3.1.5 identifying employees, visitors, assets and other items entering or/ exiting the Department's premises and continuously updating security registers for record keeping purposes;
- 4.3.1.6 ensuring that tangible assets of the Department are not removed from the Department's premises without prior approval of the manager of the Department's employee and also ensuring that accurate records of removal permits are kept in terms of the National Archives Act of South Africa, 1996 (Act No. 43 of 1996); and
- 4.3.1.7 ensure that any asset(s) within the Department's premises that are left unattended are recorded, taken to a place of safety and handed to the Department' security management representative.

4.4 During the performance of its duties as per this Agreement, the Service Provider shall provide its own resources.

4.5 The Service Provider shall faithfully and diligently devote time to the Service of the Department in terms of this Agreement.

4.6 The Service Provider shall undertake such assignments as the Department requires to be performed in terms of this Agreement.

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- 4.7 The Service Provider acknowledges and agrees that the Department is bound by the rules and regulations governing the Department and that any obligations arising from this Agreement can only be carried out in light thereof.
- 4.8 The Service Provider shall ensure that all Services provided to the Department shall be of a high standard, skill and executed to the satisfaction of the Department.
- 4.9 The Service Provider shall keep proper financial records in accordance with the Generally Recognised Accounting Practice (GRAP) of all expenses relating to the Services;
- 4.10 The Service Provider shall pay any Value Added Tax payable in respect of Services rendered in terms of this Agreement - the Department bears no responsibility therefore.
- 4.11 The Service Provider shall make available for inspection by the Department any information, records, documents relevant to the performance of the Services.
- 4.12 Progress reports in the format specified by the Department together with the Security Officer's duty roster must be submitted on a monthly basis, within 4 (four) days after the end of the month following the expiry of a month, showing progress made in relation to each of the deliverables as detailed in **Annexures 'A'** and **'B'** attached hereto and the Security Officers' duty roster for the preceding month, as well as a summary of the expenditure incurred during the relevant month.
- 4.13 The Service Provider will be responsible for all human resources related matters (such as compensation, hiring, performance management, organization development, safety, wellness, benefits, employee motivation, communication, administration, discipline, training etc.) of the security officers that will be stationed at the Department's premises in terms of this Agreement. Any misconduct of these security officers and the steps taken by the Service Provider to correct such behaviour must be highlighted in the monthly meetings that will be held between the Parties as specified in Annexure 'A'.

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4.14 The Service Provider shall provide Services in terms of this Agreement at all times including during strikes, stay-aways, sit-ins or any other occurrences that may affect work attendance by its security officers.

4.15 The Service Provider shall ensure that its security officers have the relevant equipment (such as flashlight, note book, protective clothing, etc.) at all times when the Service Provider renders Services in terms of this Agreement.

5. OBLIGATIONS OF THE DEPARTMENT

The Department shall provide the Service Provider with such information, documentation and other details requested in writing by the Service Provider to enable the Service Provider to fulfil its obligations in terms of this Agreement. If such documentation is not provided by the Department the Service Provider shall indicate in writing which documentation is outstanding. The Department shall only be obliged to provide that information or documentation which is relevant to this Agreement and which is in the possession of the Department.

6. MANAGEMENT OF THE AGREEMENT

The Parties undertake to appoint the following individuals as contact persons to ensure the proper management of this Agreement:

The Department: Director: Security Vetting and Travel Services of the Department, his/her successor in title or his/her delegate;

and

The Service Provider: Director, his/her successor in title or her delegate.

S.T
[Signature]

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7. CANCELLATION AND BREACH

7.1 The Department may, in addition to any other remedies it may be entitled to in law and in terms of this Agreement, appoint another service provider to render the required Services at the expense of the Service Provider should the Service Provider default in any of the following respects:

7.1.1 without reasonable cause, wholly suspends the Services before completion of the contractual period;

7.1.2 fails and/or refuses and/or neglects to provide the Services with the required diligence; and

7.1.3 fails and/or refuses and/or neglects, after 7 (seven) calendar days written notification from the Department to render the Services in accordance with this Agreement.

7.2 If the Department is dissatisfied with the quality of the performance of any of the Services referred to in clause 4 above and the annexures and/or the Service Provider has failed to comply with any timeframes for delivery, the Department will be entitled to withhold payment of any invoice received. In such event the Department must notify the Service Provider in writing, within 14 (fourteen) calendar days of the task giving rise to the complaint and the Service Provider must remedy the identified cause of complaint within 7 (seven) calendar days of such notification, or such longer period as the Department may authorize in writing, at no additional cost to the Department, failing which the Department will be entitled to cancel this Agreement.

7.3 This Agreement may be terminated by the Department due to a lack of available funds, on 30 (thirty) calendar days written notice. Upon such cancellation, the Service Provider undertakes to deliver all work done together with documents, information and intellectual property. The Department undertakes to remunerate the Service Provider for any work completed up until the Termination Date, provided the Service Provider renders an invoice as stipulated in clause 2.2 above and the work completed is approved by the Department and the Service Provider shall have no further claim for payment or damages.

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- 7.4 In the event of either Party committing a breach of any of the terms and/or conditions of this Agreement and failing to remedy such breach within the period of 14 (fourteen) calendar days of having been given written notice by the aggrieved Party requiring such breach to be remedied, the aggrieved Party may, without prejudice to any rights it may have to claim for damages suffered as a result of the breach, either cancel this Agreement or enforce performance of the terms of the Agreement.
- 7.5 This Agreement may be terminated immediately by the Department, upon the happening of one of the following events by giving written notice of the cancellation to the Service Provider if the Service Provider:
- 7.5.1 is liquidated/sequestered or placed under judicial management or business rescue or enters into a compromise with its creditors;
 - 7.5.2 wilfully damages the Department's property, business, reputation or goodwill;
 - 7.5.3 discloses to any unauthorised person confidential information of the Department;
 - 7.5.4 provided incorrect or false information in its bid proposal and which is subsequently discovered by the Department;
 - 7.5.5 should the Service Provider, *inter alia*, make itself guilty of misconduct in terms of the code of conduct of its profession or if the Service Provider acts dishonestly or contrary to the integrity required from its profession; and
 - 7.5.6 engages in Black Economic Empowerment ("BEE") fronting.
- 7.6 If the ownership, shareholding, Historical Disadvantaged Individuals (HDI) status and any of the key staff members (management/professional/skilled) of the Service Provider or equipment, facilities or infrastructure necessary for the effective provision of the Services changes during the period of this Agreement, the Service Provider shall notify the Department immediately, and the Department reserves the right to cancel this Agreement.
- 7.7 The Department reserves the right to terminate this Agreement or temporarily defer the work, or any part thereof, at any stage of completion, should it be decided not to proceed with the

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project, or in the event where sites are transferred and become vacant. The Department may terminate the Agreement by giving 30 (thirty) days' notice to the Service Provider. Should the Agreement be so terminated the Service Provider shall only be paid for the appropriate portion of the work completed and shall have no claim for any damages whatsoever against the Department.

8. ARBITRATION

8.1 Should any disputes and/or difference of opinion arise between the Parties regarding the interpretation of any or all the provisions of this Agreement during the term of or on the termination thereof that cannot be amicably settled, the aggrieved Party shall forthwith give the other Party 14 (fourteen) calendar days written notice to this effect.

8.2 After notice in terms of clause 8.1 above, disputes and/or differences shall be resolved in the following manner:

8.2.1 both Parties shall, by agreement, appoint an impartial mediator. Should the Parties not be able to agree on a mediator, then it is agreed that the President of the Law Society of the Northern Provinces shall appoint a mediator.

8.2.2 should the matter not be resolved through mediation, both Parties shall have the right to have the matter resolved through arbitration determined by an appropriate arbitration forum agreed to by both Parties failing which the President of the Law Society of the Northern Provinces shall appoint an arbitrator.

8.3 Such arbitration shall be held at an agreed venue, and in a summary manner with a view to it being completed as soon as possible.

8.4 There shall be one arbitrator.

8.5 The arbitration proceedings shall be held in the English language.

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- 9.5 Any notice posted by prepaid registered post to the postal address of the other Party that is mentioned in this Agreement shall be deemed validly served within 10 (ten) calendar days after the day on which it shall have been posted:

The Department of Forestry, Fisheries and the Environment

The Deputy Director General: Corporate Management Services

Private Bag

X447

Pretoria, 0001

Att : Mr Vinesh Naidoo
Tel : 012 399 8537
Email : Vnaidoo@environment.gov.za

Service Provider :

Diphethogo CC

63A Mikro Street

La Hoff

Klerksdorp, 2571

Att : Segolo Gaarekoe
Tel : 018 462 1165
Email: info@diphethogo.co.za

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- 9.6 The following addresses are respectively chosen by the Parties as their *domicilium citandi et executandi* for all purposes arising out of this contract and for the service of legal documents and delivery of notices:

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The Department of Forestry, Fisheries and the Environment

The Director- General

Environment House

473 Steve Biko Street

Arcadia

Pretoria

0083

South Africa

And

The Service Provider:

Diphethogo CC

63A Mikro Street

La Hoff

Klerksdorp

2571

- 9.7 Any hand delivered notice shall be deemed validly delivered when that Party acknowledges receipt of the notice in writing.
- 9.8 Each Party shall have the right at any time to substitute its said *domicilium*/postal address with another address by giving written notice of the appointment of the new address to the other Party in accordance with the terms of this contract, which change of its said *domicilium*/postal address shall only become applicable 10 (ten) calendar days after the date of notice.

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9.9 The Parties hereby agree that neither Party shall be liable to the other for any loss, injury or any other casualty suffered or incurred by the other Party or any failure to comply with its obligation in terms of this contract due to strike, irregular industrial action short of strike, riots, storms, explosions, *vis major*, war (whether declared or undeclared) or any other similar cause beyond the reasonable control of either Party. Any failure or delay by either Party in their performance of any of the obligations under this Agreement due to any of the foregoing causes, shall not be considered as a breach of this Agreement.

9.10 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa.

10. CONFIDENTIALITY

10.1 Any Party shall treat information furnished by the other Party for purposes of the execution of this Agreement, as confidential.

10.2 Subject to this clause, the Party(ies) so furnished with information shall not disclose such information to another person without the prior written consent of the other Party and shall take all reasonable steps to ensure that such information is not disclosed to another person.

10.3 The Parties agree that this Agreement is not intended to restrict use or disclosure of any portion of such information which is:

10.3.1 made known to the public through no default by the receiving Party of its obligations under this Agreement;

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- 10.3.2 rightfully received by the receiving Party from a third party having no obligation of confidentiality to the disclosing Party;
 - 10.3.3 independently developed by the receiving Party by persons who did not have access to confidential information of the disclosing Party; or
 - 10.3.4 disclosed by the receiving Party after receipt of written permission from the disclosing Party.
- 10.4 The provisions of this clause will survive the termination of this Agreement.

11. PROTECTION OF PERSONAL INFORMATION

- 11.1 The Parties undertake to:-
- 11.1.1 comply with the provisions of the POPI Act as amended or substituted from time to time;
 - 11.1.2 treat all Personal Information strictly as defined within the parameters of the POPI Act;
 - 11.1.3 process Personal Information only in accordance with the consent it was obtained in terms of the empowering legal provision / Agreement, or for the purpose agreed to and any lawful and reasonable written instructions received from the (alternative may be: supplier of such information or Disclosing Party) and as permitted by law;
 - 11.1.4 process Personal Information in compliance with the requirements of all applicable laws;
 - 11.1.5 secure the integrity and confidentiality of any Personal Information in its possession or under its control by taking appropriate, reasonable technical and organisational measures to prevent loss, damage, unauthorised destruction, access, use, disclosure or any other unlawful processing of Personal Information;
 - 11.1.6 not transfer any Personal Information to any third party in a foreign country unless such transfer complies with the relevant provisions of the POPI Act regarding transborder information flows; and

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- 11.1.7 not retain any Personal Information for longer than is necessary for achieving the purpose in terms of this Agreement or in fulfilment of any other lawful requirement.

- 11.2 The Parties further undertake to ensure that all reasonable measures are taken to:
 - 11.2.1 identify reasonably foreseeable internal and external risks to the Personal Information in its possession or under its control;
 - 11.2.2 establish and maintain appropriate security safeguards against the identified risks;
 - 11.2.3 regularly verify that the security safeguards are effectively implemented;
 - 11.2.4 ensure that the security safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards;
 - 11.2.5 provide immediate notification to the other Party if a breach in information security or any other applicable security safeguard occurs and provide immediate notification to the other Party where there are reasonable grounds to believe that the Personal Information has been accessed or acquired by any unauthorised person;
 - 11.2.6 remedy any breach of a security safeguard in the shortest reasonable time and provide the other Party with the details of the breach and, if applicable, the reasonable measures implemented to address the security safeguard breach;
 - 11.2.7 provide immediate notification to the other Party where either Party has, or reasonably suspects that, Personal Information has been processed outside of the purpose agreed to or consented to;
 - 11.2.8 provide the other Party, upon request, with all information of any nature whatsoever relating to the processing of the Personal Information for the purpose in terms of this Agreement and any applicable law; and
 - 11.2.9 notify the Department, of the receipt of any request for access to Personal Information, in its possession and relating to the Department.

- 11.3 The Department reserves the right to inspect the Personal Information processing operations, as well as the technical and organisational information security measures employed by the contracting Party to ensure compliance with the provisions of this Agreement.

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11.4 The provisions of this clause will survive the termination of this Agreement, regardless of cause, in perpetuity.

12. INTELLECTUAL PROPERTY

12.1 Background Intellectual Property rights belonging to the Parties prior to this Agreement, whether under its control or the other Party's control, shall continue to vest in that Party.

12.2 Insofar as may be necessary, the Service Provider assigns to the Department the copyright in all present and future works eligible for copyright including, without limitation, software programmes of which it may be the author, which works were or are created, compiled, devised or brought into being during the subsistence and fulfilment of this Agreement. No consideration shall be payable by the Department to the Service Provider in respect of this assignment.


12.3 All basic research which may include, but is not limited to, data, information, documents gathered by the Service Provider from individual interviews and or group discussions, field research, supplementary sources and expert reports, written instructions, drawings, notes, memoranda, records, manuals, financial statements, budgets, indices, research papers, letters or other similar documents (the nature of which is not limited by the specific reference to the foregoing items) which are created, compiled, devised or brought into being or come into the possession of the Service Provider during the subsistence of this Agreement, shall be the property of the Department, and upon the termination of this Agreement, or earlier if required by the Department, such documents and all copies shall be handed over to the Department.

12.4 In instances where no Intellectual Property emanates from publicly financed research and development, the Department shall retain exclusive control and rights to all the Service Provider's work undertaken in terms of this Agreement, and more specifically, the right to edit and publish such work.

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Signed at Prethone on this 21 day of September 2021 in the presence
of the undersigned witnesses.




**FOR THE DEPARTMENT
MS PRETTY LUPHONDO**

WHO BY HER SIGNATURE HERETO
WARRANTS THAT SHE IS AUTHORISED TO
SIGN ON BEHALF OF THE DEPARTMENT

AS WITNESSES:

1. 

2. 

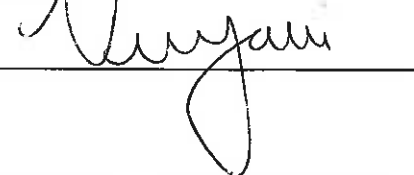
Signed at Klesklop on this 25 day of August 2021 in the presence
of the undersigned witnesses.




**FOR THE SERVICE PROVIDER
MR SEGOLO GAAREKOE**

WHO BY HIS SIGNATURE HERETO
WARRANTS THAT HE IS AUTHORISED TO
SIGN ON BEHALF OF THE SERVICE
PROVIDER

AS WITNESSES:

1. 

2. 

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ANNEXURE A: SECURITY MANAGEMENT OPERATIONAL PLAN

1. INTRODUCTION

- 1.1 The Security Management Operational Plan (the Plan) is derived from the Department's Security Policy and indicates substantial standard operational procedures, which all the Service Provider's security officers who will be stationed at the Department's premises accept to render efficient security Services. This Plan outlines security procedures with regards to security management, supervision, duties of security officers, quality of services, registers, lost assets, access control, reports, patrols, liabilities etc.
- 1.2 This Plan may be reviewed at any time as and when the Department deems it necessary.

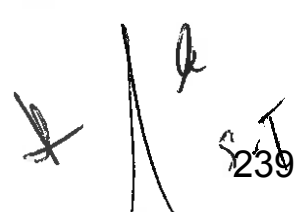
2. SUPPLY OF SERVICES

Except as otherwise expressly provided or indicated in the agreement, the Service Provider shall supply labour, i.e. the security officers, supervisory services and equipment and any other item/s necessary for the provision of an efficient security Service to the Department.

3. SPECIFIC REQUIREMENTS

3.1 SECURITY OFFICERS/ SERVICE PROVIDER'S PERSONNEL

- 3.1.1 The Service Provider and every director or member of the Service Provider including the Service Provider's security officers that will be stationed at the Department's premises shall be registered under the Security Officers Act, 1987 (Act No. 92 of 1987).

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- 3.1.2 All security officers that will be based at the Department shall be registered with the Private Security Industry Regulatory Authority (PSIRA) in terms of Private Security Industry Regulatory Authority Act, 2001 (Act No. 56 of 2001). The security officers that will be deployed at the Department's premises must meet the following requirements:
- 3.1.2.1 minimum scholastic certificates, i.e. Grade 10 (ten);
 - 3.1.2.2 be able to communicate, read and write English and one additional official South African language; and
 - 3.1.2.3 not be younger than 18 (eighteen) years;
- 3.1.3 The Service Provider shall ensure that its security officers on duty at the Department's premises display their PSIRA registration identity cards at all times.
- 3.1.4 The Service Provider shall ensure that its security officers that will be based at the Department's premises are neatly dressed in a proper company uniform and issued with equipment as specified in the Private Security Industry Regulatory Authority Regulation Act, 2001 (Act No. 56 of 2001).
- 3.1.5 The directors/ members of the Service Provider must have obtained positive screening results from the Department.
- 3.1.6 The directors, members of the Service Provider and the security officers involved with provision of Service in terms this Agreement or having access to information related to this Agreement must sign a declaration of secrecy.
- 3.1.7 The Service Provider shall comply with all applicable labour related legislation.
- 3.1.8 The Service Provider must ensure that all supervisors and its directors/ members have Grade "B" PSIRA training qualifications.

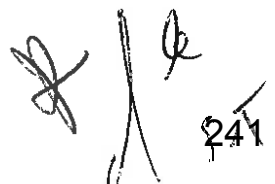
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**MEMORANDUM OF AGREEMENT ENTERED INTO BETWEEN THE DEPARTMENT OF FORESTRY,
FISHERIES AND THE ENVIRONMENT AND DIPHETHOGO TRADING CC FOR THE PROVISION OF
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3.4 SERVICE PROVIDER'S RESPONSIBILITIES

The Service Provider shall provide security services in the form security officers as stipulated in clause 4 of the Agreement. Furthermore,

- 3.4.1 The Service Provider shall be responsible for the transportation of the security officers to and from the Department's premises.
- 3.4.2 The Service Provider shall comply with the safety regulations as prescribed in the Occupational Health and Safety Act, (Act 85 of 1993), the Department's Security Policy and other related legislation and regulations.
- 3.4.3 The Department reserves the right to evaluate the competency of any security personnel supplied on the contract at any given time and without prior notice to the contractor.
- 3.4.4 The Department reserves the right to inform the Service Provider to remove any of its security officers based at the Department's premises whose presence does not enhance or promote good relations.
- 3.4.5 The Service Provider will be responsible for the implementation and maintenance of appropriate security measures and emergency procedures as approved by the Department.
- 3.4.6 The Department will evaluate the performance of the Service Provider from time to time and the Service Provider will be informed of the outcome of such an evaluation.
- 3.4.7 On receipt of the evaluation report provided to the Service Provider by the Department in terms of paragraph 3.4.5 above, the Service Provider shall address, correct or remedy any shortcomings identified during the evaluation.

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- 3.4.8 The Service Provider's security officers that will perform the responsibilities as outlined in the Agreement shall remain at all times the employees of the Service Provider.
- 3.4.9 The Service Provider undertakes to supply additional resources (human and/or physical including fire arms, radios and other equipment) at the contract price when requested within a reasonable period/notice.
- 3.4.10 The Service Provider undertakes that it shall not sub-contract Services provided in terms of this Agreement.
- 3.4.11 The Service Provider shall provide continuous related training, in-service and training to the security officers that will be based at the Department's premises at the Service Provider's cost. All training provided to the Security Officer shall be presented by a registered and accredited training institution and shall be documented properly. These documents shall be accessible to the Department's security management representatives as and when requested.

4. QUALITY SERVICES

- 4.1 The Service Provider shall provide Services in accordance with the standards determined by the Department through its delegated official identified in terms of clause 6 of the Agreement.
- 4.2 Landline telephones provided on all security points will be used for official calls only by the Service Provider's security officers and if abuse of such telephones is detected by the Department, the Service Provider shall be held liable.
- 4.3 During the implementation of this Agreement, the Service Provider shall be responsible for implementing measures to control the use of telephone provided to the Service Provider's security officers by the Department.

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- 4.4 Checking of the Services rendered in terms of this Agreement shall be done by the Service Provider's supervisory staff on the Department's premises on an ongoing basis and by the director of the Service Provider once a month or when a need arises.
- 4.5 The Department's representative specified under clause 6 of the Agreement will have the right to check daily whether sufficient security officers are available at the Department's premises in terms of the conditions of the Agreement.
- 4.6 All personnel shortages shall be noted in the occurrence book by the Department.

5. REGISTERS

5.1 STORAGE OF SECURITY REGISTERS

The fully completed occurrence books and any other registers will be stored in terms of the National Archives Act, 1996 (Act No. 43 of 1996).

5.2 OCCURRENCE BOOK

- 5.2.1 The purpose of the occurrence book is to give an overall picture of activities, inspections by supervisors and other security occurrences/ incidents on the Department's premises.
- 5.2.2 The Service Provider's security officers on duty at the Department's premises shall make the following entries in the occurrence book in the presence of the Department' security management representative on duty:
- 5.2.2.1 all listed routine procedures such as patrols undertaken, handing over of shifts, by whom and the time of commencement. These entries shall be made clearly legible, in blue or black ink;

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- 5.2.2.2 all security related security occurrences or incidents, however important, slight or unusual with reference to the correct time and relevant actions taken;
- 5.2.2.3 all security officers activities – especially deviations in respect to the duty list -indicating particulars of the personnel and relevant times;
- 5.2.2.4 the unlocking or locking of doors or gates, indicating the time and the security officer who locked or unlocked;
- 5.2.2.5 the handing over of shifts, specifying all names of all shift personnel and accompanying equipment (flashlight, note book, protective clothing, etc.). The security officer taking over as well as security officer handing over shall sign the entries;
- 5.2.2.6 after the taking over of shifts, the first level supervisor shall make an entry declaring that he/she has read the occurrence book in order to acquaint himself/ herself with events that occurred during the previous shift; and
- 5.2.2.7 all visits by second level supervisors and top management must be done in red ink.

- 5.2.3 Under no circumstances may an entry in the occurrence book be erased, painted out with correction fluid or totally deleted. Any changes made in the occurrence book shall only be crossed out by a single line and initialed on the side so that it should still remain legible. No pages must be removed from the Occurrence Book.

5.3 ACCESS CONTROL REGISTERS

- 5.3.1 The purpose of the access control registers is to have information available at all times regarding persons and vehicles entering into the Department's premises within a specific period, in case security occurrences or incidents should take place which might lead to judicial enquiries.
- 5.3.2 The access control registers must be completed correctly and legibly by the security officer on duty and shall make provision for all the necessary information stipulated in each access control register provided by the Department for the particular purpose.

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- 5.3.3 Firearms must be recorded in the firearms control register and must be stored in the relevant safe at the Department's entrances.

5.4 POCKET BOOK

- 5.4.1 The purpose of the pocket book is to note all incidents occurring or observations made by a security officer during a period of duty, for later reference.
- 5.4.2 All security personnel on duty at the Department's premises shall possess a pocket book on their persons. The following information shall be noted down in the pocket book:
- 5.4.2.1 all security occurrences/incidents, however important, slight or unusual; and
- 5.4.2.2 the time for reporting on and off duty, time of occurrence of a security incident, extent of incident and relevant occurrence book serial number.
- 5.4.3 All relevant information noted down in a pocket book shall be recorded immediately or directly after return from a patrol or a shift, in the occurrence book.
- 5.4.4 The Service Provider must store in a safe place all fully entries pocket books for the duration of this Agreement.

5.5 DUTY-LIST/ ROSTER

- 5.5.1 The purpose of the roster/ duty list is to serve as proof, at all times that all the Service Provider's personnel who should be on duty per shift, are indeed on duty at the Department's premises.
- 5.5.2 The Service Provider shall prepare daily, weekly and monthly duty lists of all security personnel on duty and these shall be kept in the security control room at the Department's premises where the Service is rendered.

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5.5.3 Any changes made to the duty list shall be crossed out by a single line, initialed, dated and noted in the occurrence book.

5.6 DUTY SHEET

5.6.1 The purpose of a duty sheet is to ensure that all security personnel on duty at the Department's premises are familiar with the duties as required for the Agreement.

5.6.2 The Service Provider shall have available at the site a fully detailed duty sheet per duty point at the Department's premises.

5.6.3 The supervisor for the Service Provider shall make daily contact with the Department's representative in order to verify and handle complaints, problems, bottlenecks and requests concerning the rendering of the Service.

5.6.4 No security personnel are allowed to do continuous duty for longer than 12 (twelve) hours and only the Service Provider's security officers who are positively security screened by the Department will be allowed to work at the Department's premises.

6. LOST ARTICLES FOUND AT THE DEPARTMENT'S PREMISES

6.1 Lost articles are articles found at the Department's premises and for which ownership cannot be established immediately. If found, these articles shall be handed in at the control room or to the Department's representative by the Service Provider's security officers.

6.2 All lost articles handed in at the control room shall be recorded in the occurrence book, after which they shall be handed to the Department's representative immediately.

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7. DELIVERIES AT THE DEPARTMENT'S PREMISES

No deliveries by any person shall be received by the security officers at the access points. The Department's representative shall make the necessary arrangements for receiving the deliveries.

8. LABOUR UNREST INCIDENTS

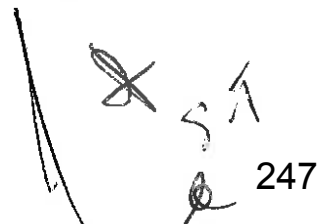
8.1 When the Department's personnel on its premises or the Department's security personnel engage in illicit personnel practices such as strikes, unrest and intimidation the Service Provider's personnel must continue to provide the Services in terms of this Agreement.

8.2 If the Service is interrupted or temporarily deferred because of any labour unrest, labour dispute, civilian disorder, a local national disaster or any another cause beyond the control of the Service Provider, the Parties shall come to an agreement on the methods to ensure continuation of the Service.

9. INSURANCE

9.1 The Service Provider shall, at his own expense, take out sufficient insurance against any claims; costs, loss and/or damage arising out of the negligence of the Service Provider's personnel ensuing from its contractual obligations and shall ensure that such insurance remains operative for the duration of this Agreement.

9.2 The Service Provider shall ensure that a copy of such insurance contract specified in paragraph 9.1 above, is handed to the Department's representative on commencement of the Service. Evidence that such insurance premiums have indeed been paid shall be provided at the commencement of this Agreement. The Service Provider must also inform the Department in writing on quarterly basis of the status of the insurance.

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**MEMORANDUM OF AGREEMENT ENTERED INTO BETWEEN THE DEPARTMENT OF FORESTRY,
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14. MISCELLANEOUS

- 14.1 The Service Provider may not, unless otherwise specified, make use of any of the Department's equipment, aids and/or property, for purposes of compliance with the Agreement, which equipment, aids and/or property includes *inter alia* vehicles, stationery, firearms, rooms and furniture. However, the Service Provider can make use of the guard rooms at the Department's access points.
- 14.2 The Department will not provide housing for the security officers of the Service Provider.
- 14.3 The Service Provider is responsible for the training of his personnel at the Department's premises in respect of the application of the guidelines of the emergency plan applicable for the Department's premises were such personnel are based.
- 14.4 All keys required to obtain entry to those parts of the Department's premises where the Service is to be rendered in terms of the Agreement, will be provided by the Department.
- 14.5 The Service Provider's personnel shall at all times refrain from littering and shall at all times keep the Department's grounds and buildings occupied by them clean, hygienic and neat.
- 14.6 Under no circumstances are the Service Provider's security personnel allowed to carry on any trading during periods of provision of Service in terms of the Agreement.
- 14.7 The Service Provider shall not erect or display any sign, printed matter, painting, name plates, advertisement, and article and/or object of any nature whatsoever, in, or to the Department's buildings or premises or any part thereof without written consent from the Department. The Service Provider shall not publicly display at the Department's premises any article or object which might be regarded as objectionable or undesirable.

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**MEMORANDUM OF AGREEMENT ENTERED INTO BETWEEN THE DEPARTMENT OF FORESTRY,
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14.8 Any sign, printed material, painting, name plates, advertisement, article or object displayed by the Service Provider or its personnel without the written consent from the Department or which is regarded as objectionable or undesirable will immediately be removed. The Service Provider shall be held liable for the costs of removing such items.

14.9 The Department's representative shall communicate in writing, all additional requests to the Service Provider in respect of the rendering of the Services.

15. UNDERTAKING BY BOTH PARTIES

It is hereby confirmed that the content of this Plan has been discussed and is understood by both Parties in order to ensure that proper implementation and effective Services are rendered throughout the duration of the Agreement.

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**MEMORANDUM OF AGREEMENT ENTERED INTO BETWEEN THE DEPARTMENT OF FORESTRY,
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ANNEXURE B:



**environment, forestry
& fisheries**

Department: Environment, Forestry
and Fisheries
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF ENVIRONMENT, FORESTRY AND FISHERIES (DEFF) AS AN ORGAN OF STATE SUBSCRIBES TO AND PROPAGATES BOTH THE NOTION OF BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT, 2003 (Act No. 53 of 2003) (BBBEE), THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 (Act No. 5 of 2000) AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

TERMS OF REFERENCE

FOR THE APPOINTMENT OF SERVICE PROVIDERS TO RENDER SECURITY GUARDING SERVICES AT THE IDENTIFIED REGIONAL OFFICES OF THE DEPARTMENT OF ENVIRONMENT, FORESTRY AND FISHERIES OFFICES, NURSERIES AND PLANTATIONS FOR A PERIOD OF THREE (3) YEARS

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**MEMORANDUM OF AGREEMENT ENTERED INTO BETWEEN THE DEPARTMENT OF FORESTRY,
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1. PURPOSE

- 1.1. The Department of Environment, Forestry and Fisheries (DEFF) wishes to appoint capable service providers to provide 24-hour security services, 7 days a week per district or location covering offices, nurseries and plantations in for a period of three (3) years

2. INTRODUCTION AND BACKGROUND

- 2.1. The Department of Environmental Affairs, Forestry and Fisheries is committed to ensure a high performance working environment and quality of work life within a conducive environment by providing security services to secure the identified offices, nurseries and plantations in the regions.
- 2.2. It is however crucial to put in place security to prevent the theft of timber, seedlings in nurseries and continuous break-ins in outlying offices and others. There are other state assets like fire trucks, labour trucks which are currently at risk of being stolen and offices would be vandalized.
- 2.3. In order for the DEFF to thwart all identified physical security risks that might materialise due to shortage of security offices, it is essential to appoint security service providers to render the security services. Furthermore, it is crucial for DEFF to ensure that its tangible and intangible assets are secured in accordance with the Access Control to the Public Premises and Vehicle Act, 53 of 1985 and Minimum Physical Security Standards (MPSS) which are applicable in the Public Service.

3. OBJECTIVES

- 3.1. The key objective of the assignment is to provide physical security services to secure the tangible and intangible assets of DEFF at the identified offices, nurseries and plantations in the regions.

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4. SCOPE AND EXTENT OF WORK

- 4.1. The scope of work for the provision of security service should cover the following at minimum the following:
- 4.1.1. Provision of up to 24-hour security services, 7 days a week at DEFF offices, nurseries and plantations in all regions.
 - 4.1.2. Taking over responsibilities of authorised officers in terms of the Control of Access to Public Premises and Vehicle Act, 53 of 1985 and Minimum Physical Security Standards (MPSS) which are applicable in the Public Service.
 - 4.1.3. Responsible for access control, guarding and patrolling the premises and sites.
 - 4.1.4. Protecting DEFF assets and staff's personal belongings, protection of visitors and execution of other security functions as may be required by DEFF person responsible for security management.
 - 4.1.5. Recording of incidents or events in an occurrence register and report such incident or events to DEFF personnel responsible for security management.
 - 4.1.6. Enforcing of the DEFF security policy.
- 4.2. The appointed service provider will adhere to the industry hours and the requirements as stipulated in the Labour Relations Act for a 2 x 12 hour shift as per the requirements per district or location in the table below and are as follows:

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| # | Area | Level of Security | Working hours | Number of officers (Day & Night) | Armed / Unarmed |
|---------------------|---------------------------------------|-------------------|--|---|-----------------|
| GAUTENG | | | | | |
| 1 | OR Tambo International Airport Office | Grade C | 24 Hour shift Monday to Friday (06:00 to 18:00) | 2 per shift (Dayshift and night shift during weekdays only) | Unarmed |
| EASTERN CAPE | | | | | |
| 1 | Mpofu Katberg Plantation and Office | Grade C | 24 Hour shift Monday to Sunday (06:00 to 18:00) and night shift (18:00 to 06:00) | 2 Per shift (Day and night shift during weekdays, weekends and public holidays) | Armed |
| 2 | Benholm Plantation | Grade C | 12 Hour shift Monday to Sunday (06:00 to 18:00)) | 2 Per shift (Day shift only during weekdays, weekends and public holidays) | Armed |
| 3 | Mt. Coke Plantation and Office | Grade C | 24 Hour shift Monday to Sunday (06:00 to 18:00) and night shift (18:00 to 06:00) | 2 Per shift (Day and night shift during weekdays, weekends and public holidays) | Armed |
| 4 | Nomadamba Plantation and Office | Grade C | 24 Hour shift Monday to Sunday (06:00 to 18:00) and night shift (18:00 to 06:00) | 2 Per shift (Day and night shift during weekdays, weekends and public holidays) | Armed |
| 5 | Willowvale Plantation and Office | Grade C | 24 Hour shift Monday to Sunday (06:00 to 18:00) and night shift (18:00 to 06:00) | 2 Per shift (Day and night shift during weekdays, weekends and public holidays) | Armed |
| 6 | Libode Plantation and Office | Grade C | 24 Hour shift Monday to Sunday (06:00 to 18:00) and night shift (18:00 to 06:00) | 2 Per shift (Day and night shift during weekdays, weekends and public holidays) | Armed |
| 7 | Luthubeni Plantation | Grade C | 12 Hour shift Monday to Sunday (06:00 to 18:00)) | 2 Per shift (Day shift only during weekdays, weekends and public holidays) | Armed |
| 8 | Etwa Plantation and office | Grade C | 24 Hour shift Monday to Sunday (06:00 to 18:00) and night shift (18:00 to 06:00) | 2 Per shift (Day and night shift during weekdays, weekends and public holidays) | Armed |
| 9 | Cengcane plantation and office | Grade C | 24 Hour shift Monday to Sunday (06:00 to 18:00) and night shift (18:00 to 06:00) | 2 Per shift (Day and night shift during weekdays, weekends and public holidays) | Armed |



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| # | Area | Level of Security | Working hours | Number of officers (Day & Night) | Armed / Unarmed |
|----|--|-------------------|--|---|-----------------|
| 10 | Ntaboduli Plantation | Grade C | 12 Hour shift Monday to Sunday (06:00 to 18:00) | 2 Per shift (Day shift only during weekdays, weekends and public holidays) | Armed |
| 11 | Amanzamnyama Plantation and Office | Grade C | 24 Hour shift Monday to Sunday (06:00 to 18:00) and night shift (18:00 to 06:00) | 2 Per shift (Day and night shift during weekdays, weekends and public holidays) | Armed |
| 12 | Bizana Plantation and Office | Grade C | 24 Hour shift Monday to Sunday (06:00 to 18:00) and night shift (18:00 to 06:00) | 2 Per shift (Day and night shift during weekdays, weekends and public holidays) | Armed |
| 13 | Flagstaff Plantation and Office | Grade C | 12 Hour shift Monday to Sunday (06:00 to 18:00)) | 2 Per shift (Day shift only during weekdays, weekends and public holidays) | Armed |
| 14 | Mzimvubu Estate, Fort Donald Plantation and Office | Grade C | 24 Hour shift Monday to Sunday (06:00 to 18:00) and night shift (18:00 to 06:00) | 3 Per shift (Day and night shift during weekdays, weekends and public holidays) | Armed |
| 15 | Tonti Plantation and Office | Grade C | 24 Hour shift Monday to Sunday (06:00 to 18:00) and night shift (18:00 to 06:00) | 2 Per shift (Day and night shift during weekdays, weekends and public holidays) | Armed |
| 16 | Nququ Plantation and Office | Grade C | 24 Hour shift Monday to Sunday (06:00 to 18:00) and night shift (18:00 to 06:00) | 2 Per shift (Day and night shift during weekdays, weekends and public holidays) | Armed |
| 17 | Butterworth Plantation and Office | Grade C | 24 Hour shift Monday to Sunday (06:00 to 18:00) and night shift (18:00 to 06:00) | 2 Per shift (Day and night shift during weekdays, weekends and public holidays) | Armed |
| 18 | Confimvaba Office and Sikobeni Plantation | Grade C | 24 Hour shift Monday to Sunday (06:00 to 18:00) and night shift (18:00 to 06:00) | 2 Per shift (Day and night shift during weekdays, weekends and public holidays) | Armed |
| 19 | Ntywenka Plantation and Office | Grade C | 24 Hour shift Monday to Sunday (06:00 to 18:00) and night shift (18:00 to 06:00) | 2 Per shift (Day and night shift during weekdays, weekends and public holidays) | Armed |
| 20 | Qunu Plantation and Office | Grade C | 24 Hour shift Monday to Sunday (06:00 to 18:00) | 2 Per shift (Day and night shift during weekdays, | Armed |

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| # | Area | Level of Security | Working hours | Number of officers (Day & Night) | Armed / Unarmed |
|----|--------------------------------|-------------------|--|---|-----------------|
| | | | and night shift (18:00 to 06:00) | weekends and public holidays) | |
| 21 | Mpeko Plantation and Office | Grade C | 24 Hour shift Monday to Sunday (06:00 to 18:00) and night shift (18:00 to 06:00) | 2 Per shift (Day and night shift during weekdays, weekends and public holidays) | Armed |
| 22 | Ntsubane Plantation and Office | Grade C | 24 Hour shift Monday to Sunday (06:00 to 18:00) and night shift (18:00 to 06:00) | 2 Per shift (Day and night shift during weekdays, weekends and public holidays) | Armed |
| 23 | Kieskammahoek (WIFM) | Grade C | 24 Hour shift Monday to Sunday (06:00 to 18:00) and night shift (18:00 to 06:00) | 2 Per shift (Day and night shift during weekdays, weekends and public holidays) | Armed |
| 24 | Isidenge (WIFM) | Grade C | 24 Hour shift Monday to Sunday (06:00 to 18:00) and night shift (18:00 to 06:00) | 2 Per shift (Day and night shift during weekdays, weekends and public holidays) | Armed |
| 25 | Centane (WIFM) | Grade C | 12 Hour shift Monday to Sunday (06:00 to 18:00) | 2 Per shift (Dayshift only during weekdays, weekends and public holidays) | Armed |
| 26 | Engcobo (WIFM) | Grade C | 24 Hour shift Monday to Sunday (06:00 to 18:00) | 2 Per shift (Day and Night shift during weekdays, weekends and public holidays) | Armed |
| 27 | Ntsubane (WIFM) | Grade C | 12 Hour shift Monday to Sunday (06:00 to 18:00) | 2 Per shift (Dayshift during weekdays, weekends and public holidays) | Armed |
| 28 | Bomvana (WIFM) | Grade C | 24 Hour shift Monday to Sunday (06:00 to 18:00) and night shift (18:00 to 06:00) | 2 Per shift (Day and night shift during weekdays, weekends and public holidays) | Armed |
| 29 | Port St John (WIFM) | Grade C | 24 Hour shift Monday to Sunday (06:00 to 18:00) and night shift (18:00 to 06:00) | 2 Per shift (Day and night shift during weekdays, weekends and public holidays) | Armed |
| 30 | Bulembu (WIFM) | Grade C | 12 Hour shift Monday to Sunday (06:00 to 18:00) | 2 Per shift (Dayshift during weekdays, weekends and public holidays) | Armed |

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| # | Area | Level of Security | Working hours | Number of officers (Day & Night) | Armed / Unarmed |
|-------------------|--|-------------------|--|--|-----------------|
| 31 | Gomo (WIFM) | Grade C | 24 Hour shift Monday to Sunday (06:00 to 18:00) and night shift (18:00 to 06:00) | 2 Per shift (Day and night shift during weekdays, weekends and public holidays) | Armed |
| 32 | Willowvale (WIFM) | Grade C | 24 Hour shift Monday to Sunday (06:00 to 18:00) and night shift (18:00 to 06:00) | 2 Per shift (Day and night shift during weekdays, weekends and public holidays) | Armed |
| 33 | 4 Muir Street, Southernwood | Grade c | 24 Hour shift Monday to Friday (06:00 to 18:00) | 1 Dayshift and 2 night shift during weekdays, including weekends and public holidays) | Unarmed |
| 34 | 13 Phillip Frame Road Waverley Office Park | Grade C | 12 Hour shift Monday to Friday (06:00 to 18:00) | 1 Per shift (Day shift weekdays only) | Unarmed |
| MPUMALANGA | | | | | |
| 1 | Salique (Plantation & Office) | Grade C | 24 Hour shift Monday to Sunday (06:00 to 18:00) and night shift (18:00 to 06:00) | 4 per shift (Dayshift and night shift during weekdays, including weekends and public holidays) | Armed |
| 2 | Hebron (Plantation & Office) | Grade C | 24 Hour shift Monday to Sunday (06:00 to 18:00) and night shift (18:00 to 06:00) | 4 per shift (Dayshift and night shift during weekdays, including weekends and public holidays) | Armed |
| 3 | Welgevonden (Plantation & Office) | Grade C | 24 Hour shift Monday to Sunday (06:00 to 18:00) and night shift (18:00 to 06:00) | 4 per shift (Dayshift and night shift during weekdays, including weekends and public holidays) | Armed |
| 4 | Onverwacht (Plantation & Office) | Grade C | 24 Hour shift Monday to Sunday (06:00 to 18:00) and night shift (18:00 to 06:00) | 4 per shift (Dayshift and night shift during weekdays, including weekends and public holidays) | Armed |
| 5 | Injaka (Plantation) | Grade C | 24 Hour shift Monday to Sunday (06:00 to 18:00) and night shift (18:00 to 06:00) | 4 per shift (Dayshift and night shift during weekdays, including weekends and public holidays) | Armed |

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