



TRANSNET PROPERTY ENQUIRY NUMBER: **TP/2024/10/0003/79617/RFP**

DESCRIPTION OF THE SERVICES: FOR THE PROVISION OF PHYSICAL SECURITY SERVICES FOR TRANSNET PROPERTY AT TUZI GAZI IN NORTHERN KZN FOR PERIOD OF TWENTY-FOUR (24) MONTHS

Scope of Work: Service Information

Definitions:

In this Scope of Work:-

- 1) **"ad hoc service"** means a temporary Security Service or a Security Service for a specific purpose only which is subject to the Client's internal approvals process;
- 2) **"Agreement"** means this document together with all the schedules and annexures hereto, the Tender documents and any Individual Agreement;
- 3) **"Authorised Officer"** means any person authorised by the owner of any public premises or any public vehicle to act in terms of the provisions of section 2 of the Control of Access to Public Premises and Vehicles Act, 53 of 1985;
- 4) **"Business Unit"** means a Business Unit of Transnet Property as indicated from time to time;
- 5) **"Code of Conduct for Security Service Providers"** means the Code of Conduct for Security Providers, 2003 prescribed under the private security industry Regulation Act, 2001 (Act No.56 of 2001);
- 6) **"Contract Administrator"** means the person designated by the Contract Manager to perform all administrative functions per the contract;
- 7) **"Contract Manager"** means the person designated by the Contract Owner to perform contract management functions to ensure that Service Provider delivers against the key performance indicators in order for Transnet to obtain value for money and cost savings;
- 8) **"Contract Owner"** means the Head of Security of Transnet who is ultimately responsible for security services within Transnet.
- 9) **"Declaration Register"** means the written record at a Client Site of any item(s) which a visitor to the Site declares to have on his/her person, including laptops and cell phones, prior to being permitted access to the premises;
- 10) **"Deployment Area"** means any area within a Site which is identified and controlled by the Client where security officers will be deployed to render the Security Service(s);
- 11) **"Effective Date"** means the commencement date of the Security Service(s);
- 12) **"Incident"** includes but is not limited to:
 - a) any breach of security;
 - b) unauthorised persons gaining access to the Site;
 - c) unauthorised third party motor vehicles on the Site;
 - d) bomb threats;
 - e) suspicious persons or activity in or in the immediate vicinity of the Site;
 - f) discovery of unattended and / or unknown and / or suspicious packages on the Site;
 - g) breach of perimeter fencing at the Site;
 - h) evidence of tampering with the Client's equipment and security systems;

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- i) theft and pilferage of Client's property and/ or third party property;
 - j) illegal possession of and/or smuggling of narcotic substances, firearms, counterfeit and any other illegal or contraband goods;
 - k) loss or damage to or destruction of Client's assets or property or third party property;
 - l) hijacking or seizure of the Client's property including but not limited to facilities, equipment, vehicles and buildings; and
 - m) any death or injury to a person resulting from any action in an attempt to execute an incident.
- 13) **"Individual Agreement"** means an Individual Service Level Agreement (SLA) entered into between the Client and the Contractor in respect of the Client's Business Unit, which SLA shall be substantially in the form of the Service Level Agreement attached as Schedule 2;
 - 14) **"ISPS Code"** means the International Ship and Port Facility Security Code, as enacted into South African Law by the Merchant Shipping (Maritime Security). Regulations, 2004;
 - 15) **"Party"** means either one of these Parties;
 - 16) **"Persistent Minor Breach"** means 5 (five) consecutive occurrences, over a period of 6 (six) months, in respect of the same or similar minor breaches (as defined in the Individual Agreements) which relate to noncompliance and/or accumulation of penalties by the Contractor;
 - 17) **"PSIRA"** means the Private Security Industry Regulatory Authority;
 - 18) **"SASSETA"** means the Safety & Security Sector Education and Training Authority;
 - 19) **"security officer(s)"** means the Contractor's employees including but not limited to security guards (all grades), security supervisors, security inspectors and area managers;
 - 20) **"Security Service(s)"** means one or more Security Services or activities as contemplated in the Private Security Industry Regulation Act, 56 of 2001;
 - 21) **"Site"** means any Transnet area or premises where Security Services are required as determined by the Client;
 - 22) **"Supervising Inspector"** means a shift supervisor (who is at least at a level B Grade) appointed by the Contractor as such;
 - 23) **"Tax Invoice(s)"** has the meaning given to that term in the Value-Added Tax Act, 89 of 1991;
 - 24) **"Termination Date"** means date of expiry of this Agreement;
 - 25) **"VAT"** means Value-Added Tax chargeable in terms of the Value-Added Tax Act, 89 of 1991; and
 - 26) **"Work Document"** means the Schedule of Quantities attached as "Annexure A", and which document shall be attached as an annexure to the Contractor's Individual Agreement detailing the Sites and the Deployment Area for which Security Services are required, related Security Services, resources and applicable rates.
 - 27) **"acts"** means – all legislation which governs any aspect of this Agreement including without limitation to the Private Security Industry Regulation Act, 56 of 2001



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- 28) **"access-delayed time"** means the time taken from arrival on the Site / Affected Property by the Service Provider, his sub-Service Provider or specialist-Service Provider and requesting access to the Site / Affected Property from the Service Provider or his Tenant until the time access is given.
- 29) **"affected property"** this shall refer to all properties outlined in the pricing schedule in terms of this contract
- 30) **"call-out"** means a Service Provider requested to visit the Site / Affected Property outside of the scheduled period.
- 31) **"documentation"** means and any reports, and documents which are to be supplied to the Employer by the Service Provider in terms of this Contract, together with any modifications to such documents as may from time to time be approved in writing by the Employer.
- 32) **"existing equipment"** means all existing equipment supplied to or made available by Transnet Property to the Supplier within or on the Premises;
- 33) **"high risk areas"** refers to toilets and ablution facilities, all kitchens and mess facilities, all electricity distribution boxes and ducts, all cable ducts and trays, all air-conditioning ducts, all Service ducts, garbage areas and garbage storage areas; waste facility areas, reception lobby, passages, basement storage areas, cafeteria / canteen area, pause areas, bulk filing areas.
- 34) **"licences"** means the licences used / issued or deemed to be issued to the Service Provider from time to time in terms of applicable Act(s).
- 35) **"non-inclusive contract"** will mean that services is excluded except that refer to this scope of work. The cost and quantity is uncertain and therefore excluded.
- 36) **"normal working-hours"** means office hours, from 06h00 to 18h00 Monday to Sunday
- 37) **"person"** includes, a natural person, a partnership, a business trust, a foundation, any company or close corporation incorporated or registered in terms of any law, and other body of persons corporate or unincorporated.
- 38) **"property"** means any movable, immovable or intellectual property or any right to such property.
- 39) **Premises** means the inside and immediate edges of the building, excluding ground and garden area.
- 40) **"scope of work"** will bear the same meaning as Service Information.
- 41) **"sensitive security area"** refers to computer centres, personnel records, cashiers, archives, top management office areas and all other areas indicated to the Service Provider.
- 42) **"services"** means the work, functions, tasks, Services, and / or goods to be performed, rendered and or supplied by the Service Provider, including any subsequent variations or changes to such work, functions, tasks, Services, or goods as may be agreed in terms of this Scope of Work.



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- 43) **"service equipment"** means all tools, appliances, machinery and equipment or any other protective equipment required, which the Service provider is obliged to procure at his own cost and which he is required to utilise or deploy in performing, rendering or supplying the Services;
- 44) **"service manager"** – means the building- / centre- / lodge- / hostel manager or representative of the Employer responsible for the management of a specific Site / Affected Property.
- 45) **"site"** means any site, place regardless of whether it is or form part of any temporary or permanent structure, building which is the property of, or is occupied or used by, or is under the control and / or management of the Employer.
- 46) **"specifications"** the document to which is referred in this Scope of Work, in which the method and standards applicable to the rendering of the Service, as well as the materials to be provided and used, are described.
- 47) **"supervisor"** means a competent person appointed by the Service Provider to be on-site and responsible for the management of the Service Provider's staff and Service provided in terms of this Scope of Work.
- 48) **"service provider"** means the successful tenderer that has been awarded the Service for the period stipulated;
- 49) **"tenant"** means any Person (including BU's of Transnet other than Transnet Property) with his staff, client's and Service providers with whom the Employer has entered into a lease agreement for the whole or a portion of the Site / Affected Property.
- 50) **"third party"** means any person other than the Supplier or Transnet Property;
- 51) **"Transnet Property"** means – a specialist unit of Transnet (Soc) Ltd, a public company duly incorporated in accordance with the laws of South Africa with registration number 1990/000900/30, duly represented herein by the Group Executive Officer and or his duly appointed delegate, who warrants that he is duly authorised hereto;
- 52) **"visitor"** a person who visits a tenant, staff member on the Premises or who attends a meeting on the Premises;
- 53) Expressions defined in this Scope of Work shall bear the same meanings in the specifications, schedule or annexure to this Scope of Work which do not themselves contain their own definitions;
- 54) Schedules and/or annexures to this Scope of Work shall be deemed to be incorporated into and form part of this Scope of Work and as such, each reference herein to "the Scope of Work" shall be deemed to include a reference to all such schedules and/or annexures.
- 55) clause headings are inserted for convenience and shall not be used in its interpretation;
- 56) where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;

1. Employer's objectives

- 1.1. The Employer's objective is to enter into a term Service contract with the Service Provider to provide physical security services at Transnet Property (KZN Region) for a period of 24 months to ensure compliance with legislative requirements relating to the Private Security Industry Regulation Act, 56 of 2001, and other legislative requirements. The Service Provider should be PSIRA registered, qualified and experienced in the provision of security services to safeguard the Transnet Property assets including but not limited to buildings, material and employees, including visitors and Service Providers.



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2. Executive overview

- 2.1. The Employer requires the Services to ensure that the Site / Affected Property remains secured through the conclusion of this contract with the Service Provider.
- 2.2. Areas excluded from this contract are:
 - 2.2.1. All sites that are not specified in the pricing schedule.
- 2.3. The Service Provider shall comply with all relevant legislation as amended from time to time, including, but not limited to:
 - 2.3.1. The Private Security Industry Regulation Act, 56 of 2001;
 - 2.3.2. The Private Security Industry Levies Act, 23 of 2000
 - 2.3.3. Basic Conditions of Employment Act, 75 of 1997;
 - 2.3.4. The Compensation for Occupational Injuries and Diseases Act, 130 of 1993;
 - 2.3.5. Provincial ordinances and local authority by-laws, including all relevant regulations promulgated in terms thereof
 - 2.3.6. The Occupational Health and Safety Act, 85 of 1993

3. Description of the Services

- 3.1. This Service covers complete Security Service in or on the Premises or any other work arising out of or incidental to the above-required supplier for the proper completion of the Service in accordance to the true meaning and intent of this contract on an agreed basis. The final acceptance of the Service lies with Transnet Property.
- 3.2. Transnet Property (TP) is seeking to acquire services of a suitably registered, qualified and experienced Security Management Company to safe guard the TP assets including but not limited to buildings, material and employees, including visitors and Service Providers.
- 3.3. The security services shall be rendered to all TP **KZN Region**.
- 3.4. The Service Provider shall provide access and egress control in line with the deployment plan or requirement for each site. Site inspections will also be required to be undertaken in order to make sure that intruders are identified and removed from site to ensure safety and security of assets is maintained.

4. Provision of physical Security Services:

- 4.1. The Service Provider shall provide required equipment – Portable Radios (to be able to communicate with their control room), Cell phones (sufficient airtime per month); Torches/ Flashlights; electronic guard patrol system.
- 4.2. Breathalyser testing of employees and visitors into all Transnet premisses controlled by Transnet property (Transnet to provide the equipment)

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- 4.3. Provide Firearms and Ammunition where applicable and based on the risk assessment that will be conducted;
- 4.4. Provide site Supervisors/Area Manager (Grade A) as required to ensure compliance in line with the Specification and Service Level Agreement; (Transport to be provided for site visit purpose's)
- 4.5. Conduct service specific security risk assessment for the regions where the service required will be rendered (updated security risk assessment per site every three months)
- 4.6. Ad-hoc Services must be catered for as and when a need arises due to emergency, operational needs and unforeseen circumstances, and shall be approved by the Employer. (When sites are vacated by a tenant security services to be provided, facilities to advise in advance)
- 4.7. The Service Provider shall adhere to the following provisions:
- 4.8. Provide all security officers and supervisors necessary support for the proper, efficient and economic performance of the Security Service and shall ensure that such performance is carried out in such a way that it will enable the Employer to secure its assets, infrastructure, employees and all the Employer authorised third parties within the Sites, and third party property and information, details of which the Service Provider has full knowledge of;
- 4.9. Provide the necessary equipment as agreed to in writing between the Parties in accordance with the scope of works and/or agreed from time to time, which equipment shall at all times be in good condition and working order to enable security officers to perform their duties;
- 4.10. Ensure that all of its security officers comply fully with the prescribed standard terms and conditions for all third parties entering the Employer's Sites, the Employer operational and security procedures and policies, as they may be amended from time to time in Employer's discretion, with the details all of which the Service Provider hereby confirms that it is fully and effectively acquainted with;
- 4.11. The Service Provider shall provide the Security Service(s) to the Employer as outlined in the scope of works in respect of specific Sites referred to in the pricing schedule.
- 4.12. The Service Provider shall provide the necessary equipment as specified in the pricing schedule and/or as agreed in writing between the Parties from time to time, which, at all times, shall be clean and in good working order and good condition, including but not limited to.
- 4.12.1. Firearms, where applicable
 - 4.12.2. Handcuffs,
 - 4.12.3. Batons,
 - 4.12.4. Portable two-way radio linked to a base station
 - 4.12.5. Pocket books and pens
 - 4.12.6. Visitors' register,
 - 4.12.7. Declaration Register,
 - 4.12.8. Lost and found register,
 - 4.12.9. Occurrence books,
 - 4.12.10. Torches, and
 - 4.12.11. Personal protective equipment to enable security officers to perform their duties.
- 4.13. All original pages of books, registers or other documents used in the supply of the Security Service(s) shall immediately after they are full become the property of the Employer, and shall be handed to the Employer, against a signature recording receipt, for safekeeping and record purposes. The Client reserves the right to provide its own stationery to the Service Provider for such use on its Sites.
- 4.14. The Service Provider shall only increase or decrease the number of resources and quantities of equipment provided for in the pricing data with prior written consent of the Contract Owner, failing which the Client shall not be liable to



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pay the Service Provider's costs for additional resources or equipment, and shall impose the necessary penalties resulting from the provision of insufficient resources or equipment as stipulated in (Penalties) of this Agreement

- 4.15. The Employer may from time to time and in writing require an ad-hoc service or additional Security Service(s) from the Service Provider under the same terms and conditions of the contact. The ad hoc service or additional Security Services required in terms of shall be provided for a period and within the time agreed upon by the Employer and the Service Provider.
- 4.16. Should operational requirements require amendments to the Security Services, the Controlling Officer may from time to time request in writing such amendments to the Security Services, as set out in the Work Document, which amendments shall be agreed and signed by both Parties.
- 4.17. The Service Provider shall render the Security Service(s) in accordance with relevant legislation and in particular in accordance with the provisions of the Private Security Industry Regulation Act, 56 of 2001 and the Code of Conduct for Security Service Providers, 2003 published in terms of the said Act.
- 4.18. In the event of the Employer is not satisfied with the performance of any of the security officers provided by the Service Provider in terms of this scope of works, The Employer should notify the Service Provider in writing to forthwith remove that security officer and provide an equivalently qualified and trained substitute. The Employer shall furnish the reasons for its dissatisfaction to the Service Provider in writing, provided the Parties shall keep these reasons confidential between themselves, unless agreed to the contrary in writing. The security officer so removed and replaced at the Employer's request shall thereafter not be used for the provision of further Security Services to any other Business Unit of the Client.

5. Management structures

5.1. Performances Measures

- 5.1.1. Should Service Provider fail to meet the key performance areas set out in this Scope of work, the Transnet Property master agreement and further fail to remedy the Non Performance in accordance with the remedy period indicated the Service Provider shall be liable to the Employer for a Deduction only in respect of the Critical Items detailed in performance indicator in Table 1 hereto, and determined in accordance with the table below. Such Deduction shall be assessed on a daily basis and set off against any payments due by the Employer to Service Provider
- 5.1.2. The Deduction shall be as indicated in the penalties set out in the performance indicators table 1 below.



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Key Performance Area	Key Performance Indicator	Key Performance Target	Penalties
Security Schedule Compliance	% Compliance to escalation timeframes/scheduling timeframes/completion dates	100%	<ul style="list-style-type: none"> 5 % of the monthly invoice, amount payable the following month 3 consecutive non-conformances will result in termination of contract
Statutory Compliance Inspection	Inspections of the sites in line with the requirements of the contract	100%	<ul style="list-style-type: none"> No non-compliances will be tolerated. Immediate termination of contract for any noncompliance
Safety	Life Threatening Incidents	<0: Hours without LTI	<ul style="list-style-type: none"> No non-compliances will be tolerated. Immediate termination of contract for any noncompliance
Time to Quote	Average number of business days to get a quote to be approved by Employer.	2 days (Dependant on nature and extent of works).	<ul style="list-style-type: none"> 5 % of the monthly invoice, amount payable the following month 2 days (Dependant on nature and extent of works).
Staff Skills base and compliment	As per skills list in the pricing data/SOW requirements.	Full compliance on any inspection day (non- compliance will result in termination of contract)	<ul style="list-style-type: none"> Deduction of the rate for the skill not found plus 20 % of the monthly invoice, amount payable the following month 2 consecutive non-conformances will result in termination of contract
PSIRA Contraventions	% compliance to PSIRA regulations Number of notices issued.	100%	<ul style="list-style-type: none"> 5 % of the monthly invoice, amount payable the following month 3 consecutive non-conformances will result in termination of contract

Table 1: Performance Index

5.2. Management meetings

5.2.1. The Service Provider or its duly authorised representative on the Site/Affected Property shall be required to attend monthly (as needed) Co-ordination/Risk Reduction meetings with the Employer or his delegate at the Site/Affected Property to discuss the provision of Services, and the Service Provider warrants that any representative who attends such Co-ordination/Risk Reduction meetings on its behalf shall be duly authorised to do and to bind the Service Provider vis-a-vis all decisions taken and agreements reached. Minutes and records of such Co-ordination/Risk Reduction meetings shall be the responsibility of the Employer. Minutes will be made available to the Service Provider within seven (7) working days.

5.2.2. The Service Provider must present a monthly written report on the Services rendered by it, in respect of the Site/Affected Property. Unless the Employer prescribes otherwise, this report shall include the following:

5.2.2.1. Name, address and telephone number of the Service Provider.

5.2.2.2. Date of report and reporting period.

5.2.2.3. Incidents/events.

5.2.2.4. Problems, including administrative problems with the Employer experienced during reporting period.

5.2.2.5. Any factors that affect, or may affect, the safety of the Site / Affected Property or people and equipment.

Reporting on all shortages on site per month, to compare to the visitations

5.2.3. The Employer may request supplementary and interim written reports from the Service Provider.

5.3. Service Provider's Management, Supervision and Key People

5.3.1. Where applicable the Service Provider shall appoint on the Site / Affected Property a "competent" person in charge. Any instruction to him / her by the Employer shall be deemed to have been issued to the Service Provider. Whenever the representative (supervisor) is absent from the Site / Affected Property a suitable person shall be appointed to act as his / her deputy.

5.3.2. The Service Provider shall ensure that at all times there is sufficient suitably qualified and experienced personal to provide the Service. The Service covered in this Contract must be executed under direct of a qualified supervision.

5.3.3. All employees provided by the Service Provider in terms of this Contract shall at all times be neat and properly clothed to the satisfaction of the Employer, the Employer reserves the right to request such employees to wear a uniform purchased by the Service Provider. Employees must be identifiable as employees of the Service Provider by means of their uniforms:

5.3.4. The Service Provider, or any agent or employee of his, must wear protective clothing where necessary. The Service Provider must supply the relevant protective clothing at his own cost and included in the pricing of the Service.

5.3.5. Personal hygiene must be maintained by the Service Provider's employees and agents at all times.

5.3.6. The Service Provider and its employees will maintain silence within reasonable bounds on the Site / Affected Property.

5.3.7. The salaries or wages paid by the Service Provider to his employees must at all times comply with the applicable statutory requirements in respect of minimum wages. **The security service providers to communicate the payment dates with Transnet Property, this is to ensure compliance**



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5.3.8. All training and evaluation costs as provided for in terms of this Contract shall be borne by the Service Provider.

Customer service

First aid

Firefighting site specific

5.3.9. It is the intention of both Parties that employees provided in terms hereof shall, as far as practically possible, not fail to carry out their duties as a result of any form of intimidation. Should intimidation of employees be suspected, the Service Provider shall take prompt action in conjunction with the South African Police Service to remedy the situation.

5.3.9.1. Such action shall, if deemed necessary by the Employer, include immediate replacement of the employees involved.

5.3.9.2. The Service Provider shall forthwith notify the Service Manager of any form of intimidation its employees may be subjected to.

5.3.10. Should the Employer at any time during the term of this Contract make any facility available to the Service Provider, the Service Provider shall, at its own cost maintain and keep such facility during the term of this Contract in a clean, tidy and sanitary condition and shall at the termination of this Contract for whatsoever reason, reinstate any such facility to the same condition in which it was when handed to the Service Provider, fair wear and tear excepted. The Service Provider will be liable for all electricity cost.

5.3.11. The Service Provider shall make his own arrangements in respect of the installation and provision of telephones at the Site / Affected Property at his own cost, should the Service Provider deem it necessary.

5.3.12. The employees of the Service Provider may only use toilet facilities that have been pointed out to them.

Provide mobile toilets on isolated sites as identified

5.3.13. The employees of the Service Provider may use rest-room facilities that have been pointed out to the Service Provider (if available). However, it is not the duty of the Employer to make such rest-room facilities available.

5.3.14. The Service Provider shall further ensure that all workmen are fully aware of the conditions and requirements of this Contract and shall furnish all workmen with copies of all relevant Standard Specifications and Regulations.

Job descriptions should be placed in an area where it is visible to all SSP employees

5.3.15. If the Employer requires any information regarding any of the employees of the Service Provider who are involved in the rendering of the Service in terms of this Contract, the Service Provider will furnish such available information immediately.

5.4. Deliverables

5.4.1. The Service Providers shall submit the following reports, attached to all invoices:

5.4.1.1. Report on Services delivered/performed;

5.4.1.2. Completed checklist where applicable;

5.4.1.3. Ad hoc Services requested where applicable;

5.4.1.4. Any and all staff and labour issues that can affect Service delivery to Transnet;

5.4.1.5. Incident report summary as compiled. All incidents shall be reported as soon as they occur and a flash/notice report generated within the same shift. A detailed investigative report with corrective and preventative detail shall be submitted within 12 hours from the occurrence of the incident.

5.4.1.6. The monthly reports shall have a summary of key issues affecting the affected building. The Employer reserves the right to alter the format and information required on this report.

Number of incidents compared to previous months

Number of arrests

Preventative actions taken to avoid incidents

Shortages on site

5.5. Documentation Control

5.5.1. The Employer will provide the Service Provider at the appropriate times with the information necessary to enable the Service Provider to complete the Services in accordance with the scope of works and schedules. All Information under this contract shall be and remains the property of the Employer and on demand and on termination of the Contract shall be returned to the Employer.

5.5.2. If it is agreed between the Employer and the Service Provider that modifications to any such Documentation are necessary, then such modifications shall be incorporated in the relevant Documentation by the Service Provider and the Documentation, thus modified will be re-submitted to the Employer prior to the completion of the Contract/Task.

5.5.3. Where applicable, the Documentation to be supplied to the Employer in terms of this Contract will include updated copies of the Documentation, duly modified where necessary to cover the Service Provider's Services.

5.5.4. The Employer may from time to time during the progress of the Contract instruct the Service Provider to submit for approval, perusal or prior to the completion of the Contract/Task such additional Documentation as the Employer may require.

5.5.5. The times for submission of the Documentation shall be as stipulated in the Scope of Works or where not so stipulated, then on dates to be mutually agreed between the Employer and the Service Provider, but generally as soon as possible after such Documentation is completed by the Service Provider.

5.5.6. The Service Provider will maintain an up-to-date schedule of all Documentation showing the date of all such Documentation, which schedule shall be supplied to the Employer by the Service Provider at agreed intervals.

5.5.7. The Employer will have the right at all reasonable times to inspect the Documentation of the Service Provider or any Sub-Service Provider.

5.5.8. All Documentation shall become and remain the property of the Employer. Title to all information, know how, inventions and improvements disclosed to the Employer by the Service Provider under the Contract will become the property of the Employer.

5.5.9. Approval given by the Employer shall not relieve the Service Provider from responsibility for due performance of this Contract and adherence to Technical Information provided by the Employer. The Service Provider shall protect and save harmless the Employer and Employer's employees against all losses, expenses, demands, errors or omissions detailing of the Service Provider, its sub-Service Providers, agents or employees in the provision of any Documentation under the terms of the Contract. To this end, it shall be the Service Provider's responsibility to arrange professional indemnity cover through an insurance company acceptable to the Employer, the limits of such cover to be determined by the Employer in relation to the Service.



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5.5.10. The Service Provider shall on a monthly basis provide the Employer with all records related to this Contract/Service.

5.6. Invoicing and Payment

5.6.1. When making a claim for payment, the Service Provider shall submit to the Service Manager or appointed Employer representative a complete and correct pro-forma invoice with all relevant Service reports / sheets, log sheets, invoices, time sheets for any authorised additional work, schedules and reports properly complete setting out details of Services / Tasks carried out and recommendations for any additional work required for scrutiny and verification of the correctness.

5.6.2. Thereafter, inspections will be carried out by the Service Manager or appointed Employer representative, to affect quality assurance. If the Service has been completed to his satisfaction, only upon agreement being reached on the amount to be included in the payment certificate shall the Service Provider provide the Employer with a VAT invoice.

5.6.3. The following information shall be reflected on the pro-forma invoices and or VAT invoices:

5.6.3.1. Full description of Service / Task performed. (In respect of emergency call-outs, the time and date and name of the person who called the Service Provider must be indicated).

5.6.3.2. Fixed monthly contracted Services performed.

5.6.3.3. Details of the services rendered

5.6.3.4. Copies of all applicable invoices with the applicable inventory number (invoices without order numbers will not be processed for payment).

5.6.3.5. V.A.T.

5.6.3.6. Grand Total.

5.6.4. Supporting documentation must be furnished in respect of all materials / Consumables and sub-contract Service bought out in the form of copies of supplier/s invoices or copies of priced delivery notes.

5.6.5. Notwithstanding the foregoing, the Service Manager or appointed Employer representative shall have the right to call for invoices rendered by suppliers to the Service Provider in respect of materials purchased and shall be entitled to withhold the issuing of the payment certificate to the Service Provider until such information / documentation have been furnished to the Employer, provided that, in respect of additional documentation required by the Employer, the Employer's instruction shall have been given to the Service Provider in sufficient time before any such payments certificate became due.

5.6.6. Payment will be made thirty (30) days from the date of receipt of the Service Provider's signed invoice and credit notes.

5.6.7. In the event that any emergency Service / work / task order or overtime is provided at the Employers request and subsequent inspection does not reveal any defect for which the Service Provider is responsible, the Service Provider reserves the right to charge the Employer, in accordance with the agreed day work rates plus all travelling.

5.7. Training Workshops and Technology Transfer

5.7.1. All training and evaluation costs as provided for in terms of this Contract shall be borne by the Service Provider.

5.8. Things Provided at the End of the Service Period for the Employer's Use

5.8.1. Equipment

5.8.1.1. The inventory materials and spares that were purchased by the Employer during the tenure of the contract should be returned provided the Service Provider still holds some in stock.

5.8.2. Information

5.8.2.1. The Employer will provide the Service Provider at the appropriate times with the Technical Information necessary to enable the Service Provider to complete the Services in accordance with the Accepted Plan and schedules. All Technical Information shall be and remains the property of the Employer and on demand and on termination of the Contract shall be returned to the Employer.

5.9. Management of Work Done by Task Order

5.9.1. The Service Provider shall in the event of the Employer requesting Services other than those described in this Scope of Work, submit a detailed estimate for such work to the Service Manager and obtain approval from the Employer before attending to the work.

5.9.2. No work other than that described in the Scope of Work will be done by the Service Provider without a Task Order (official order number) issued to the Service Provider by the Service Manager. This Task Order (order number) will refer to a complaint number and details regarding the work that must be attended to by the Service Provider in writing.

5.9.3. Should the Service Provider in the course of performance of the Service become aware of the necessity for any emergency work, such emergency will forthwith be reported to the Service Manager for further instructions, provided that nothing herein contained will preclude the Service Provider or relieve the Service Provider from the obligation of taking all such immediate and reasonable steps as may in the circumstances be necessary for the proper maintenance and upkeep of the Installations and the safety of the user(s). The Service Provider shall at all times, follow and implement the specified and mandatory safety procedures.

5.9.4. The Service Provider will not be entitled to preferential consideration in respect of new work in the site/ Affected Property. The Employer reserves the right to employ other Service Providers on an open tender basis where works are done on a project basis and not be a Term Service Contract.

5.9.5. The Employer reserves the right to execute any work covered under this Contract with his own employees.

5.9.6. Should it be required from the Service Provider to affect additional work not priced in this Contract such additional work will be identified and cost in terms of the Price List / Labour Rates as per this Contract.

5.9.7. Any additional work required beyond the scope of this Contract is to be noted as a quotation. Quotations for the additional work are to be received by the Employer within 7 days.

5.9.8. Where the Price (material or labour, or material and labour) is not stipulated in the Price List/Rates or is not of a similar nature the cost will be based on a fixed labour price as per Price List / Rates (during normal working



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hours) plus material content (excluding that in the Equipment clause) based on proven cost (Supplier/s quotations with deductions for all discounts, rebates and taxes which can be recovered) plus a agreed percentage Fee. Refer to Price List / Rates.

- 5.9.9. The Service Provider must provide his job cards specifying detail of works, this Task Order (official order number(s)) and breakdown of cost into labour and material (for non Activity Schedule work) and signed off by the Service Manager. In addition to the original completed job card submitted with his account / invoice, the Service Provider must submit a copy of the job card to the Service Manager for audit purposes and retain a third copy for his official records.

6. Health and Safety, Environment and Quality Assurance

6.1. Health and safety, Risk, Environmental Constraints and Management

- 6.1.1. The Service Provider must, for the duration of this Contract, comply with the terms of any Act of Parliament and with the regulations and rules of any local or other authority with regard to the Service, and he must at all times notify such an authority when notice is required and pay all fees to the authority that are payable with regard to the Service. The Service Provider undertakes to indemnify the Employer against all losses, costs, damage or expenses caused by the Service Provider's failure to comply with the requirements of any such local legislation or Act of Parliament, regulations and rules. Should such fees not be paid by the Service Provider, the Employer may, although it is not obliged to do so, directly make the payment. Such payment and any expenses incurred by directly making the payment and arrangements with regard thereto shall be deducted from the payment due to the Service Provider, or it shall be recovered from him.

- 6.1.2. The Service Provider shall comply with the Occupational Injuries and Diseases Act. (Act 130 of 1993) and any amendments thereof: The Service Provider shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act.

- 6.1.3. The Service Provider shall comply with the Occupational Health and Safety Act (Act No. 85 of 1993). The Service Provider is, in terms of section 37(2) of the Act deemed to be an Employer in his own right with duties as prescribed in the Act and agrees to ensure that all work will be performed or machinery or plant will be used in accordance with the provisions of the Act, that all persons in his employ, other persons at the place of any work performed by him and under his control and other persons who may be directly affected by his activities are not exposed to hazards to their health and safety, with particular reference to both the performance of the Service and the safety of the Installation maintained in terms of this Contract. This Contract and all documents attached or referred to, form an integral part of this Contract and procedures mentioned in the aforementioned section of the Act.

- 6.1.4. The Service Provider shall at his own costs at all time comply with the provisions of all such Laws, Provincial Ordinances, Local Authority Bylaws and all relevant Regulations framed there under which are applicable to the Service to be undertaken.

6.2. Quality assurance requirements

- 6.2.1. All work must be executed in accordance with prevailing industry norms and standards relating to quality. In this regard, the Service Provider will be expected to draft quality plans for the Service Manager from time to time. Emphasis must be on improving system reliability and on ensuring that rostered maintenance work is indeed performed as and when required.

7. Procurement

7.1. Service Equipment

7.1.1. The Service Provider shall procure, acquire, install and maintain in good and safe working order all Service Equipment entirely at its own cost and shall have no claim based on enrichment or for compensation, or reimbursement or any other nature whatsoever against Transnet Property.

7.1.2. The Service Provider shall at times bear the risk of loss, damage, destruction or theft of any or all Service Equipment and shall have no claim based on enrichment or for compensation or reimbursement or any of any other nature whatsoever against Transnet Property.

7.1.3. Transnet Property provides no storage spaces to the Service Provider. Transnet Property may if possible make storage space available to the Service Provider. If storage space is not available, the Service Provider is responsible for obtaining it.

7.1.4. The Service Provider shall ensure his Service Equipment against all risks in terms of an insurance policy.

7.1.5. The Service Provider acknowledges that it is vital for the Service Provider to be able to provide, render perform and supply the Services to acquire and use the Service Equipment that is appropriate and suited for the provisions of the Services and that such equipment is maintained in good order and repair.

7.1.5.1. No equipment, tools or instruments that might cause damage to the building, appliances, persons or the contents thereof may be used.

7.1.5.2. The Service Provider shall not use defective electrical equipment that could trip the earth leakage unit. Any damages of whatever nature that are caused as a result of this shall be collected from the Service Provider.

7.1.5.3. The Service Provider may only use electrical equipment that is used under normal circumstances for the purposes referred to in this Contract and the Service Provider may not tamper with the electrical installation or make any changes thereto without the permission of Transnet Property.

7.1.5.4. The Service Provider may not affix any connections equipment to the electrical system excluding connections at existing power points provided by Transnet Property. As far as connections at power points are concerned, equipment and appliances that are used may not exceed 2000 watt per power point without prior approval by Transnet Property.

7.1.5.5. Equipment used by the Service Provider must where applicable, in all respects conform to The Occupational Health and Safety Act 85 of 1993.

7.1.5.6. Equipment that is used during a process must in all respects conform to the necessary requirements.

7.1.6. The Service Provider is only allowed to refill, empty or clean his/her equipment or machinery at places pointed out by Transnet Property or statutory requirements.

8. Working on Affected Property

8.1. Employer's site entry and security control, permits, and site regulations



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8.1.1. The Service Provider shall at all times ensure that its employees, agents, representatives, specialist-, subService Providers and suppliers:

8.1.1.1. Comply with all security measures and directives imposed by the Employer, or his delegate, tasked with managing the Services in or on the Site / Affected Property.

8.1.1.2. Keep the access gates / doors locked at all times. If any security problems are noticed, the Service Provider shall immediately notify the Service Manager.

8.1.1.3. Shall in terms of this Scope of Work when on duty (unless the Employer should decide otherwise), wear an identity disc, tag or other device as agreed upon between the Parties. For the purposes of this Scope of Work, an identity disc, tag or other device prescribed by the Employer shall at least contain the following information in respect of the Service Provider's personnel:

8.1.1.3.1. a colour photograph of the relevant member

8.1.1.3.2. full names and surname

8.1.1.3.3. identity number

8.1.1.4. The identity disc shall at all times be visibly displayed on the employee's person while he/she is on the Site / Affected Property. The necessary control must be exercised over such identity discs to prevent them from falling into unauthorised hands. The Service Provider will be liable for the replacement cost of lost identity disc.

8.1.1.5. All employees of the Service Provider will be subject to the requirements set out in section 2(2) of the Control of Access to Public Premises and Vehicles Act, 53 of 1985.

8.1.1.6. A list of names of employees that will be working on the Site / Affected Property during a given time must be made available to the Service Manager. Should any exchange of personnel take place, the Service Manager must be informed accordingly in writing. Unidentified employees, and employees whose names do not appear on the list, will not be allowed to enter the Site / Affected Property.

8.1.1.7. Employees of the Service Provider may not walk about without any purpose on the Site / Affected Property and may not use chairs and seats in public areas for purposes of relaxation.

8.1.1.8. Employees of the Service Provider have, subject to the terms of this Scope of Work, admission to all areas to perform their duties subject to approval by the Employer / Tenant. If a Service does not have to be performed at a specific stage in a specific area, no admission is permitted. The Service Provider must make provision in his costing for access delays in security areas.

8.1.1.9. Any disruptions which are deemed to be beyond the Service Provider's control and which result in the Service Provider's workmen having to leave the Site / Affected Property shall be logged in the applicable report book.

8.1.1.10. Within seven (7) days of the Contract Date and before such employee enters the Site / Affected Property to perform the Service, the Service Provider shall furnish the Service Manager with the full names, identity numbers, residential addresses, two recent passport photographs and such other items of information as may be required by Service Manager, in respect of all persons who will be employed by the Service Provider to undertake work at the Site / Affected Property in terms of this Contract.

8.2. People restrictions, hours of work, conduct and records

8.2.1. Service operations will be performed Monday to Sunday from **06H00 to 18H00** including public holidays..

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- 8.2.2. The Service Provider shall at all-time render Service that enhance and maintain at minimum the corporate image of Transnet Property.
- 8.2.3. The Service Provider shall at all-time render Service that is in line with Transnet Property's values and ethics.
- 8.2.4. The Service Provider must exercise the highest possible standards of conduct in performing their duties in accordance with this Agreement.
- 8.2.5. The Service Provider shall, upon receipt of written request from Transnet Property, provide Transnet Property with copies of all the Service Provider's operating procedures and processes relating to the Services.
- 8.2.6. The Service Provider is responsible for overall management and supervision of the contracted staff performing duties at the Premises in accordance with the provisions of this Agreement.
- 8.2.7. The Service Provider must ensure that a competent site manager is appointed as required ensuring deliverables and quality of Service delivery.
- 8.2.8. The Service Provider shall immediately inform Transnet Property in writing if any contracted staff is found guilty of improper conduct.
- 8.2.9. It is expected from the Service Provider to ensure that all duties and tasks to be performed on site are adhered to.
- 8.2.10. The Service Provider must exercise reasonable skill, care and diligence in the rendering of the Services and the performance of its obligations to Transnet Property.
- 8.2.11. The Service Provider shall provide written reports on progress made in the rendering of the Services to Transnet Property at such intervals and in such format as may be determined at the sole discretion of Transnet Property.
- 8.2.12. Transnet Property shall be entitled to request additional information pertaining to any matters or issues raised in or relevant matters or issues omitted from a progress report.
- 8.2.13. In the event of an unusual occurrence, the Service Provider shall submit an Incident Report to Transnet authorise representative within twenty four (24) hours.
- 8.2.14. Any and all reports prepared during the term of this contract shall become the property of Transnet Property.
- 8.2.15. Where Services are deteriorating a Service improvement plan can be requested on how Services will be improved.
- 8.2.16. The Service Provider shall ensure that all necessary equipment, Services or material as required are kept in the condition as required by law, regulations and procedures and readily available for Transnet Property to inspect and test without prior notice.
- 8.2.17. The Service Provider shall, in the provision of the Services, have due regard to the operational requirements of Transnet Property and the Premises and other parties occupying or operating from the Premises and shall not do, or permit to be done, anything which may negatively impact on such parties' operational requirements.
- 8.2.18. The Service Provider shall ensure that it and its contracted staff and site manager shall at all times comply fully with any safety, fire, emergency and security procedures and policies applicable at the Premises
- 8.2.19. Should Transnet Property at any time believe that any of the Service Provider's personnel is failing to comply with any such procedures or policies, Transnet Property shall be entitled to deny such person access to the relevant Premises and require the Service Provider to replace such person without delay.

8.3. Personnel Standards

8.3.1. Service Provider staff must be:

- 8.3.1.1. able to communicate the official language of Transnet which is English;
- 8.3.1.2. physically fit to perform the tasked duties as required;
- 8.3.1.3. presentable, clean, neat and portray a professional image at all times whilst conducting their duties in a professional manner;

8.3.2. Contracted staff must at all times be alert, vigilant and professional in their approach, bearing and actions and the following deviations will be regarded as extremely serious and may be regarded as sufficient reason to ask the Service Provider to remove a particular contracted staff(s) from the Premises permanently:

- 8.3.2.1. Absence without proper notification;
- 8.3.2.2. Accepting any gifts or bribes in the line of duty;
- 8.3.2.3. Conduct unbecoming of a contracted staff or prejudicial to discipline, either on or off duty;



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- 8.3.2.4. Drinking intoxicating liquor or using intoxicating substances while on duty or reporting for duty in an intoxicated condition;
- 8.3.2.5. Enabling any person to secure stolen property from the Premises;
- 8.3.2.6. False reporting;
- 8.3.2.7. Negligence in the application of Transnet instructions, after being duly informed thereof;
- 8.3.2.8. Sleeping on duty or neglecting his/her duty;
- 8.3.2.9. Using or carrying an illegal weapon;
- 8.3.2.10. Unnecessarily harsh or violent conduct or using profane language while performing his / her duties in accordance with this Agreement;
- 8.3.2.11. Wilful disobedience of instructions, orders of a superior or a reasonable request by Transnet Property;
- 8.3.2.12. Failing to report any security incident or safety hazard either observed by the contracted staff or brought to his/her attention by another person;
- 8.3.2.13. Failing to wear the prescribed clothing or identification when on duty.
- 8.3.2.14. Failing to present an acceptable image or an upright position, or to deal with any person in a respectful manner. This implies that a contracted staff shall not sit when he/she should be standing and shall not lounge about, smoke, eat, drink, read or occupy him/herself with any distracting activity while attending to any person in the performance of his / her duties.

Use of cell phones whilst on duty that can lead to the SSP neglecting his duties
Congregating of guards in areas where they are not deployed, guards are to remain on their post

- 8.3.3. Service Provider staff may be subject to breathalyser testing by Transnet or Representative Service Providers prior to the granting of permission onto its Site.

8.4. Health and safety facilities on the Affected Property

- 8.4.1. The Service Provider undertakes to comply with the Employer's safety and emergency measures and procedures the Site / Affected Property.
- 8.4.2. The Service Provider's procedures for the procurement, storage, handling, transporting, application and general use of chemicals shall comply with all applicable legislation, Codes of Practice and Local, Regional or Provincial Authorities.
- 8.4.3. The Service Provider shall not use or keep any poisonous or highly flammable materials on the Site / Affected Property without the approval of the Service Manager, for the rendering of the Service or for whatever purpose.
- 8.4.4. The obligation to take care of and protect the Service and everything connected therewith shall rest solely with the Service Provider who shall take all necessary precautions to protect Others, the property of the Others, the property and personnel of the Employer from damage or injury, and to protect adjoining properties from trespass or damage during the Service.
- 8.4.5. The Service Provider shall inform the Employer verbally and in writing and act immediately on any potentially hazard or undesirable situation which may cause harm to persons or which may damage or reduce the life expectancy of the Installation, even if the hazardous or undesirable situation does not form part of the Service Provider's responsibilities.
- 8.4.6. The Service Provider may not do or leave or permit anything on the Site / Affected Property that, in the opinion of Service Manager, might cause any damage to the property or that might be a nuisance or burden or danger or possible nuisance or burden or danger to any person on / in the Site / Affected Property.
- 8.4.7. The Service Provider shall be obliged to display neat warning signs of which the size and design are of such a nature they are easily visible, at all places where the Services are undertaken by the Service Provider, and

where the rendering of the Services might cause injuries to any person, in order to focus the attention of such person on the Services that are undertaken in that area.

8.4.8. Special condition: It is hereby specially stipulated that, during the period of this Contract, the Service Provider will be obliged to do everything that might be necessary and practically feasible in order to ensure that all signs, printing, notices or documents that are displayed on / in the Site / Affected Property, will appear in English plus at least one other official language.

8.5. Records of Service Provider's Equipment

8.5.1. The Service Provider shall have all their Tools and Special Equipment, necessary for the execution of the works, either on site or readily available at their Premises and shall be recorded and certified.

8.5.2. The Service Provider shall complete or generate inventory lists of their equipment and update inventory lists systems on a continuing basis (equipment type and location).

8.5.3. Provided by the Service Provider

8.5.3.1. The Service Provider shall make his own arrangements in respect of the installation and provision of telephones at the Site/Affected Property at his own cost, should the Service Provider deem it necessary.

8.6. Site inspections

8.6.1. The Employer or its duly appointed representative shall retain the right to witness and/or verify the performance of any Service by the Service Provider at any time.

8.6.2. The Service Provider is required to conduct site inspections on a daily basis and ensure that the reports are maintained and made available to the Employer

8.6.3. Independent inspections: the Employer shall have the right to authorize the inspection of individual equipment inspections shall be promptly communicated in writing to the Service Provider. Should any defects or remedial work be required in terms of this Contract, the Service Provider shall expeditiously undertake it within a mutually agreed time period the corrective work. When the Service Provider's work has been completed satisfactorily, the Employer or its duly appointed inspector shall be notified in writing. A further follow-up inspection by the Employer or its inspector may be conducted.

8.6.3.1. Should the follow-up inspection show that the work as agreed and undertaken by the Service Provider has not been satisfactorily carried out; the procedure shall be repeated until the established standard of security services has been attained. The cost for the follow-up inspection shall be borne by the Service Provider

8.6.3.2. Notwithstanding the Employer's rights in terms of this Contract, the Service Provider shall refund the Employer its costs associated failure to render the services as required.

8.6.3.3. The independent inspections shall in no way limit the Service Provider's responsibility with respect to any obligation or liabilities in terms of this Contract.

