

TRANSNET RAIL INFRASTRUCTURE MANAGER (TRIM)

SCOPE OF REQUIREMENTS ADDENDUM 3

PROVISION OF RAIL NETWORK PROTECTION SERVICES (RNPS) AT TRANSNET RAIL INFRASTRUCTURE MANAGER (TRIM) DEPOTS WITHIN THE NORTH CORRIDOR FOR A PERIOD OF TWELVE (12) MONTHS.

1. INTRODUCTION

The North Corridor consists of a diverse mix of line types and capacities that, together, serve both domestic and export markets, and carry more than 50% of total Freight Rail volumes. The focus of the corridor is the movement of coal to Eskom power plants and the export of coal to the Richards Bay Coal Terminal and the Transnet Multipurpose Terminal. The dominant flow direction is from Lephalale towards Pyramid South and Richards Bay, with export coal, domestic coal, Eskom coal, chrome, ferrochrome, and cement being the main commodities.

2. PURPOSE/OBJECTIVE

The purpose of this document is to explicitly outline the functional requirements and expectations of the RNPS services, providing a comprehensive understanding of the security needs and responsibilities required to ensure the effective protection of TRIM's North Corridor assets for a period of twelve (12) months.

3. PRIMARY OBJECTIVE AND INTENDED OUTCOME OF THE RNPS TENDER

3.1 Given the high level of losses associated with theft and vandalism, TRIM intends to implement a 12-month RNPS services contract to reduce theft and vandalism on the rail network at the areas including but not limited to:

3.1.1 Lephalale, Thabazimbi, Rustenburg.

3.1.2 Pyramid South, Welgedagt, Springs, Trichardt, Majuba, Thuthuka & Grootvlei.

3.1.3 Springs, Weldgedacht to Ogies.

3.1.4 Ogies, Ermelo, Piet Retief, Paul Pietersburg, Ulundi, Vryheid, to Empangeni and Richards Bay (Coal Line – inclusive of Coal Line Branch Lines)

3.1.5 Golela to Stanger.

3.1.6 Pyramid Cluster Mainlines and Branch lines.

3.1.7 Relay Rooms, Substations; Telecoms high sites; and

3.1.8 Shunting Yards /Depots (where there is operations/rolling stock).

3.2 TRIM calls for proposals from registered Security Service Providers (SSPs) with a proven track record of providing security services with a minimum of five (05) years in rail infrastructure or National Key Point environments.

3.2.1 To demonstrate experience in the delivery of the required security services, the bidding company shall supply reference letters from the bidding company's past or present clients.

3.2.2 Each reference letter shall be accompanied by a corresponding contract award letter. Any reference letter and contract award letter that do not correspond will be deemed non-responsive and not considered.

3.2.3 The contract award letters shall meet the requirements below:

3.2.3.1. Be on the referee's client's letterhead;

3.2.3.2. Be signed off by the bidding company's client

- 3.2.3.3. Be dated;
- 3.2.3.4. Provide contactable references;
- 3.2.3.5. Provide description of the tender; and
- 3.2.3.6. State the contract period (Start date and end date).

3.2.4 The reference letters shall meet the requirements below:

- 3.2.4.1. Be on the referee's client's letterhead;
- 3.2.4.2. Be signed off by a duly authorized person;
- 3.2.4.3. Be dated;
- 3.2.4.4. Provide contactable references;
- 3.2.4.5. Provide description of the tender; and
- 3.2.4.6. State the contract period (Start date and end date).

- 3.3 The intention of the required rail infrastructure protection security, consist of safeguarding of personnel, escorting TRIM's personnel, security and protection of rail infrastructure assets and rolling stock in the North Corridor. The assets that require to be secured and protected are:
 - 3.3.1 Infrastructure assets (rail infrastructure assets such as track [e.g. rails, sleepers, fastenings, ballast, signalling systems, substations, OHTE, Operational yards, underground cable, signalling cable, relay rooms, telecommunication systems, bridge structures, tunnels, Infra depots, telecommunications high sites, fibre-optic cables, concrete enclosures, apparatus cases, track side boxes, points machines, condition monitoring systems, RRVs, rail trolleys, maintenance vehicles, construction vehicles, maintenance and construction equipment, etc.)
 - 3.3.2 Rolling stock assets (e.g. locomotives, wagons, containers [inclusive of reefer containers and associated refrigeration systems], batteries, tarpaulins, etc.)
 - 3.3.3 Commodities transported on the North Corridor (predominantly coal, chrome, ferrochrome, chemicals, timber, etc.)
 - 3.3.4 Human Assets: Technicians, engineers, per way staff etc.
 - 3.3.5 Other equipment deployed on the North Corridor e.g. mobile generators, welding machines
- 3.4 The SSP shall have the capacity to supply numerous vehicles, firearms, drones, equestrian services (Horses), K9 (Various dog breeds), and human resources. The SSP must prove they already have capacity to deploy the required number of firearm's, due to the long lead time in acquiring and registering these tools of trade. In terms of firearms, the SSP shall submit as a mandatory requirement, a list issued by the SAPS Central Firearm Registry, indicating a minimum of two hundred and eighty-three (283) firearms registered in the name of the bidding company.
- 3.5 The SSP shall have a proven track record of established relationships with communities and Law Enforcement agencies that they will use to fight crime.
- 3.6 The SSPs would be required to attend to security incidents, secure crime scenes, investigate crime breaches within the area of responsibility, which includes integrity tests (polygraph) by a registered service provider, proactively integrity testing staff honesty and report crime to TRIM as well as other Law Enforcement Agencies within 12 hours.

3.7 The SSPs will be responsible for management of their personnel and providing TRIM with an overview of security deployments at all sites/locations. Dishonesty and inaccurate reporting would be regarded as a severe breach of contract, which may lead to termination of the contract.

3.8 Quantity of resources and areas of deployment

3.8.1 TRIM has provided the minimum deployment requirements to the SPPs. These are to be strictly adhered to for the duration of the contract. The SSP must have the:

3.8.1.1 Tactical capabilities

3.8.1.2 Basic security capabilities.

3.8.1.3 Ariel Capability SSP must have capacity to provide drones fit for function.

3.8.2 Table 1 outlines the numbers of security officers, resources, and tools of trade required.

Item	Quantity
Security Officer Grade B	222
Foot Patrollers	553
Bullet Proof	444
Communication Device (Two-way radios)	434
Vehicle	153
Drones	25
Equestrian services (Horse and Horse rider)	6
K9 Unit (Handler and Dogs)	6
Fire-Arm	283
TOTAL	2126

Table 1: Security officers, resources, and tools of trade required.

3.9. The SSP shall include all the tools of trade (Example, uniform, utility belt, bullet proof vest, security retractable baton, handcuff, tear gas, handheld metal scanner, belly scope, torch, cell phone, firearm, vehicle, radio, panic buttons, response capability, etc.) required to provide an optimal security service in the pricing offer.

3.10 Pricing evaluation will be completed strictly in line with the current Private Security Industry Regulatory Authority (PSIRA) pricing guide of regulation.

3.11 The SSP acknowledges that TRIM undergoes Two (2) scheduled annual shutdown periods per calendar year, each of a minimum duration of less than 2 weeks, during which all rail operations cease to allow for planned maintenance activities.

3.12 It is further acknowledged that the risk of criminal activity, including but not limited to theft, vandalism, cable theft, and trespassing, increases significantly during these shutdown periods due to reduced operational activity and reduced visibility on the rail network.

3.13 Accordingly, the SSP shall, for the duration of each shutdown period, deploy additional security personnel over and above the baseline establishment. The number of additional officers and deployment plan shall be demobilized upon resumption of normal rail operations at the end of each shutdown period.

- 3.14 Remuneration for the additional security officers deployed during shutdown periods shall be compensated separately in accordance with the rates tendered in the Pricing Schedule under "Shutdown Allowance". No claim for standby or overtime shall be entertained unless prior written approval has been obtained from TRIM.
- 3.15 The SSP shall submit two separate quotations for the shutdowns as illustrated below:
- 3.15.1 Shutdown 1 - Quote for 09 days and nights in January 2027; and
- 3.15.2 Shutdown 2 - Quote for 12 days in July 2027
- 3.16 Table 2 enumerates the security resources required for the shutdowns.

Item	Quantity
Grade A	42
Grade B	126
Grade C Day Shift	225
Grade C Night Shift	225
Vehicle Double Cab	21
Firearm rifle	21
Firearm Shotgun	42
Firearm 9mm/Revolver	84
Combination of side arm, shot gun or rifle	147
Total	933

Table 2: Quantity of firearms, vehicles, cell phones, and handheld radios.

4 COMPLIANCE STANDARDS (THE DOCUMENTS SUBMITTED SHALL BE VALID AND ACTIVE)

- 4.1 The bidding company shall submit the following documents as mandatory returnable documents. Compliance with all applicable legislation shall be at the SSP's cost. The SSP shall be liable for any breach by any one or more of its security officers, employees, servants, permitted agents, and SSPs (independent or otherwise) and hereby indemnifies as well as holds TRIM harmless against all claims, loss, or damage which TRIM may suffer arising out of such breaches.
- 4.1.1 The SSP shall provide a valid Private Security Industry Regulatory Authority (PSIRA) certificate and accreditation as a security provider in terms of section 20 of the Private Security Industry Regulation Act. ("New Certificate" in line with industry circular issued by PSIRA on 10 March 2015). The SSP shall ensure that it obtains and retains its PSIRA registration certificate.
- 4.1.2 The SSP shall provide certified proof of a valid PSIRA (minimum Grade B) credentials for each Active Member, Director, Partner, Trustee of the bidding company.
- 4.1.3 The SSP shall submit a valid, certified Letter of Good Standing from PSIRA. The letter of good standing shall be on PSIRA letterhead.

- 4.1.4 The SSP shall submit a valid signed Letter of Good Standing from Compensation for Occupational Injuries and Diseases Act (COIDA) as confirmation of Good Standing with COIDA.
- 4.1.5 The SSP's security personnel must be registered with PSIRA and maintain a valid accreditation with PSIRA. The bidding company shall submit valid PSIRA registration certificate of at least five (05) security officers currently employed by the bidding company to prove compliance.
- 4.1.6 The bidding company's security personnel who are required to use firearms shall have SAPS firearm competency certificate. The bidding company shall submit a minimum of five (5) SAPS firearm competency certificates for five (5) security personnel in their employment. The competency certificate must not be older than 5 years.
- 4.1.7 The SSP shall submit a valid Criminal Clearance Certificate(s) from the South African Police Services (SAPS) for all Company active Directors. Third party issued criminal clearance certificates will not be accepted. The extent of the clearance shall be in line with the Schedule Table of Offences of the Private Security Industry Regulation Act, 2001. The criminal clearance certificate(s) shall not be older than six (06) months.
- 4.1.8 The bidding company shall submit a letter of compliance from the Security Industry Provident Fund. The letter of compliance shall not have any outstanding amounts.
- 4.1.9 The bidding company shall submit a letter of good standing from either the National Bargaining Council for the Private Security Sector (NBCPSS) Health or Security Industry Medical Aid Insurance/Fund.
- 4.1.10 The bidders shall submit a valid copy of Performing Animal Protection Act License (PAPA) for Gauteng province in which the security services with performing animals will be rendered. The license shall be applicable in respect of **various breeds of dogs and horses**. This requirement is applicable irrespective of whether the performing animals are owned or leased from a 3rd party service provider, in which case valid PAPA license in the name of the 3rd party must be submitted, accompanied by a signed Joint-Venture agreement between the bidder and 3rd party service provider. To prove compliance with the performing animal requirements, the bidder shall submit as a mandatory requirement, a PAPA license issued by the Department of Agriculture. The PAPA license must meet the requirements below:
 - 4.1.10.1 Be on the letter head of the Department of Agriculture;
 - 4.1.10.2 Show the license number;
 - 4.1.10.3 Show full names, Identity Number, and Company/Business name) of the license owner;
 - 4.1.10.4 Show the permanent address (Primary Facility) where applicant trains, exhibits, or use animals for safeguarding or intends to do so;
 - 4.1.10.5 Details of other licensed facilities where applicable (Name of facility, address, date and duration of intended stay;
 - 4.1.10.6 License application (Class/species/breeds, nature of activity, and number);

- 4.1.10.7 Show a validity period (Date of issue and expiry date);
- 4.1.10.9 Dated and signed by the issuing Officer; and
- 4.1.10.10 In the event of subcontracting, the bidding company shall submit a subcontracting agreement or letter intent to subcontract both animals and animal handlers (Dogs and horses).
- 4.1.11 The SSP shall provide proof of Public Liability Insurance cover) from Insurer for Public Liability Insurance (PLI). The Third-Party Liability cover for not less than R5 000 000,00 (Five million South African Rand) with an annual limit cover of not less than R30 000 000,00 (Thirty million South African Rand).
- 4.1.12 The bidding company shall provide proof of Security Liability Insurance cover from the Insurer for Security Liability Insurance cover for not less than R5 000 000,00 (Five million South African Rand) with an annual limit cover of not less than R30 000 000,00 (Thirty million South African Rand).
- 4.1.13 To ensure that the bidding company has the required regulatory approval and certifications to lawfully provide drone services in accordance with South African Civil Aviation Authority (SACAA) and Independent Communications Authority (ICASA), the bidding company shall submit valid and certified copies of the mandatory documents listed below:
 - 4.1.13.1 Remote Operator Certificate (ROC).
 - 4.1.13.2. Air Service Licence (ASL) issued by the department of Transport.
 - 4.1.13.3. A list of all pilots to be deployed on the contract and certified copies of valid Remote Pilot Licenses (RPLs) for each pilot listed.
 - 4.1.13.4. Beyond Visual Line of Sight (BVLOS) approval to conduct BVLOS operations.
 - 4.1.13.5. ICASA Radio Frequency Spectrum Licence issued by ICASA for UAS command and control links.
 - 4.1.13.6 Unmanned Aircraft Systems (UAS) registration Certificate for all UAS to be deployed. To enable verification, bidders MUST submit a list of all UAS to be deployed, detailing make, model, and serial number as well as a certified copy valid SACAA UAS Registration Certificate for each UAS listed.
- 4.1.14 The SSP shall submit a list issued by the SAPS Central Firearm Registry, indicating a minimum of two hundred and eighty-three (283) firearms registered in the name of the bidding company.

4.2 Compliance with statutes

- 4.2.1 The SSP shall comply with all relevant legislation as amended from time to time, including, but not limited to the ones below. Compliance with all applicable legislation shall be at the SSP's cost. The SSP shall ensure compliance with all required environmental approvals (i.e., authorisations, permits, and licenses) before commencing on site.
 - 4.2.1.1 PSIRA, 2001, as amended;
 - 4.2.1.2 Private Security Industry Levies Act, 2002 (Act No.23 of 2002);

- 4.2.1.3 National Key Points Act, 102 of 1980, as amended;
- 4.2.1.4 Basic Conditions of Employment Act, 1997 (Act No. 75 of 1997);
- 4.2.1.5 Compensation for Occupational Injuries and Diseases Act, 130 of 1993, as amended;
- 4.2.1.6 Provincial ordinances and laws and local authority by-laws including all relevant regulations promulgated in terms thereof;
- 4.2.1.7 The Occupational Health and Safety Act, 1993. The SSP specifically undertakes to carry out its obligations in accordance with the requirements of and to comply with all requirements of the relevant legislation, including the appointment of officials. This will include monthly minutes of Health and Safety meetings that were conducted or a certification in which the SSP confirms that such meetings did take place as per specific sites in question;
- 4.2.1.8 Any other legislation and regulations and/or in-house specific policies, procedures, NOSA guidelines that govern some of the Client's sites.
- 4.2.1.9 Any other regulatory obligation such as the Railway Safety Regulator (RSR) Act, 2002 (Act No. 16 of 2002);
- 4.2.1.10 Protection of Personal Information 2005 Act 4 of 2013;
- 4.2.1.11 Firearms Control Act, 60 of 2000, as amended;
- 4.2.1.12 Criminal Procedure Act No. 51 of 1977;
- 4.2.1.13 Control of Access to Public Premises and Vehicles Act, 53 of 1985, as amended);
- 4.2.1.14 Codes of Good Practice embodied in the Broad Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 4.2.1.15 Independent Communications Authority of South Africa Act, 13 of 2000, as amended;
- 4.2.1.16 Security Officers Act, 1987, as amended;
- 4.2.1.17 Legal Succession to the South African Transport Services Act, 1989 (but excluding any tariff provided for in such Regulations);
- 4.2.1.18 Income Tax Act 52 of 1962; and
- 4.2.1.19 Value-added Tax Act, 89 of 1991.
- 4.2.1.20 Performing Animals Protection Act, 35 (24 of 1935)
- 4.2.1.21 The South African Civil Aviation Authority (SACAA)

5. CONTROL ROOM REQUIREMENTS

- 5.1 The SSP shall have a functional and equipped 24/7 Control Room in the North Corridor.
- 5.2 The control room shall have sufficient capabilities to and communicate with all their deployed security officers and vehicles.
- 5.3 The SSP shall at its own cost supply a radio base set, to be installed in the security control room/Nerve Centre of the Client, as well as diagram of the call signs, which shall enable direct communication between the SSP's security officers and control room.

6. FUNCTIONAL REQUIREMENTS

- 6.1 The SSP shall have the capability to render the security service Services on a Twenty-Four (24) Hours a Day / Seven (7) Days a Week / Three Hundred and Sixty-Five (365) Days a Year basis.
- 6.2 The service provider must have personnel in all areas of responsibility.
- 6.3 Resources and tools (offices, vehicles, firearms, cell phones etc.) should be available in all areas of responsibility.
- 6.4 The service provider must have working relationships with the Law enforcement agencies, as well as the Prosecuting authorities, or establish such relations.

7. PERFORMANCE REQUIREMENTS

- 7.1 The SSP shall perform the services in a manner most suited to the project's requirements and, where appropriate, in accordance with the reasonable instructions as may from time to time be issued by TRIM in writing and agreed to by the SSP.
- 7.2 The SSP shall take all measures necessary to comply with all laws and regulations in force from time to time in any place where the Service is to be wholly or partially performed.
- 7.3 The SSP shall render the services in accordance with the prevailing professional standards.
- 7.4 The SSP will not engage in any duties or roles before consultation with TRIM; and TRIM will serve the subsequent written confirmation is served by TRIM.
- 7.5 Services will be required on a Twenty-Four (24) Hours a Day / Seven (7) Days a Week / Three Hundred and Sixty-Five (365) Days a Year basis.
- 7.6 Performance management forms an integral part of security contracts. A performance management tool will form part of all the security services.
- 7.7 The performance will be measured on the number of incidents at each area.
- 7.8 Poor performance and negligence that lead to incidents will be penalised. The penalty will focus on replacement costs of the stolen material or asset(s). Ongoing non-performance and incidents may result in the termination of the contract.
- 7.9 The SSP shall report all security related incidents to TRIM within One (1) hour after the discovery of the incidents. The non-reporting of all incidents to TRIM will lead to a breach of trust and a breach of contract which could result in immediate contract termination.
- 7.10 The SPPS will be expected to reduce crime incidents, and this will be performance managed on a month-to-month basis. Processes will be activated at the discretion of TRIM.
- 7.11 TRIM has a right to terminate the service contract if the SSP fails to perform according to the required deliverables. Suppose the SSP fails to rectify and improve the performance in a period of 7 days. The relevant cancellation processes will be activated, as advised by the Master agreement and/or Service Level agreement (SLA).



8. TERMS AND CONDITIONS

8.1 Performance Metrics

- 8.1.1 The successful bidder shall enter and sign off a Key Performance Indicators (KPIs) agreement with TRIM.
- 8.1.2 The KPIs will be monitored monthly, reviewed quarterly, and adjusted annually on the anniversary of the contract. The KPIs will have a direct impact on the monthly payments.
- 8.1.3 The KPIs will be based on an agreed reduction of KPI measures with a baseline established from the crime statistics and previous financial years' performance of TRIM. Refer to the Contract and KPIs for further details.
- 8.1.4 The KPIs will be informed by the crime statistics at the areas within the North Corridor. Continued poor performance may lead to contract termination.
- 8.1.5 Penalties will be instituted immediately for poor performance by the SSP. Refer to the KPI metrics attached for a detailed information on the performance metrics.

8.2 Service Level Agreements (SLAs)

- 8.2.1 The SSP will be required to deploy sufficient measures to reduce crime at the areas in line with the agreed Service Level Agreements (SLA) to be developed and signed with successful respondents. Refer to the SLA for full details of the SLA requirements.

8.3 Acceptance of Scope of Work and Requirements

- 8.3.1 The SSPs are required to provide a signed acceptance of the Scope of Work and the bidder being disqualified from bid.

8.4 Reporting and Documentation

- 8.4.1 The bidding company shall report all incidents to TRIM on a daily, weekly, and monthly basis. The incidents will be captured on the TRIM Security Incident Management Application (SIMA) to enable automated incident tracking/monitoring and reporting.
- 8.4.2 Emergency Incidents during operations must be reported in accordance with section 30 of the National Environmental Management Act, 1998, as amended and related provisions in other applicable legislations.

8.5 Master Agreement

- 8.5.1 The Master Agreement will be issued to the market with the tender and the SSP shall peruse, sign and submit it with the bid.

8.6 Termination clauses

- 8.6.1 The SSPs shall report all incidents to SAPS within six (6) hours. Failure of the SSPs to report the incidents to SAPS within the prescribed time will be regarded as a breach of contract which may lead to the termination.

8.6.2 Under reporting and incomplete reporting of the incidents will be regarded as a serious breach of the contract and may lead to termination. This requirement will form part of the Master Agreement.

8.6.3 The SSPs shall report all security related incidents to the TRIM Security Information Management Application (SIMA). The SAPS case numbers not updated on the SIMA within Forty-eight (48) hours will be regarded as a breach of contract and may lead to termination.

8.6.4 The SSPs are accountable for meeting the expectations of the KPIs and exceptional business performance may be incentivized whilst poor performance may be penalized. Continued poor performance may lead to contract termination.

8.7 Confidentiality Agreement

8.7.1 A fundamental requirement of the procurement process is that the tender information is always kept confidential. No team member/s or stakeholder/s is to communicate these technical specifications to anyone outside of the process. The content of this document is confidential and intended for the recipient/s specified in the document only. It is strictly forbidden to share any part of this document with any third party, without the written consent of the author. If you received this document by mistake, please proceed and follow with its deletion, so that we can ensure such a mistake does not occur in the future.

9. **PROVISION OF SECURITY SERVICE(S)**

- 9.1 The SSP shall provide the Security Service(s) to the Client as outlined in the Work Documents in respect of specific areas, sections, and sites referred to in the Individual Agreement(s).
- 9.2 The SSP shall provide all the required security officers to safeguard the assets.
- 9.3 The SSP shall provide the required tools of trade required to secure TRIM adequately.
- 9.4 The SSP shall provide firearms, ammunition, and bullet proof vests where applicable and based on the risk assessment that will be conducted.
- 9.5 The SSP shall provide the Supervisors/Area Manager (Grade A and/or B) per area, section, and site to ensure compliance in line with the specification and Service Level Agreement (SLA).
- 9.6 The SSP shall post the security officers as directed by TRIM.
- 9.7 The SSP shall conduct service specific security risk assessment for the TRIM sites.
- 9.8 The service provider will conduct continuous Risk Assessments to ensure the integrity of security personnel continually.
- 9.9 The SSP shall have a contingency plan to cover strikes within the security industry and/or by its employees.
- 9.10 The SSP shall only increase or decrease the number of resources and quantities of equipment provided for in terms of this Agreement with the prior written consent of the Controlling Officer, failing which the Client shall not be liable to pay the SSP'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 the penalty clause of this Agreement.

- 9.11 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 upon and signed by both Parties.
- 9.12 The SSP shall render the Security Services in accordance with relevant legislation and in particular in accordance with the provisions of the Private Security Industry Regulation Act (PSIRA), 2001, and Code of Conduct for SSPs, 2003 published in the terms of the said Act.
- 9.13 In terms of the performance of any of the security officers provided by the SSP in terms of this agreement, the Client shall notify the SSP in writing to remove that security officer and provide an equivalently qualified and trained substitute. The Client shall furnish the reasons for dissatisfaction with the SSP in writing, provided the Parties shall keep these reasons confidential unless they agree to the contrary in writing. The security officer so removed and replaced at the Client's request shall not be used to provide further Security Services to any other client sites.

10. PROVISION OF AD HOC SECURITY SERVICE(S)

- 10.1 From time to time, the Client shall require an ad hoc service or additional Security Service(s) from the SSP under the same terms and conditions of this agreement and, where applicable, in terms of the Individual Agreement(s).
- 10.2 The ad hoc service or additional security services required shall be provided for a period and within the time agreed upon by the Client and the SSP.
- 10.3 Ad-hoc services must be catered for as and when a need arises due to emergency, operational needs, and unforeseen circumstances.
- 10.4 The SSP shall provide the necessary equipment as specified in an Individual Agreement, or as agreed in writing between the Parties from time to time, which, at all times, shall be clean, in good working order and condition, including but not limited to firearms, handcuffs, batons, radios, pocketbooks, visitor's register, Declaration Register, lost and found register, Occurrence Books, pens, torches, wrist watches, reflector jackets, and Personal Protective Equipment (PPE) to enable security officers to perform their duties in terms of this Agreement.
- 10.5 The SSP shall provide additional Security Officers within 2 (two) hours from the time of receipt of a written request for additional Security Services or within such other times as the Parties may agree from time to time.

11. PROVISION OF SECURITY OFFICERS AND OCCURANCE OF INCIDENTS

- 11.1 The security officers provided in terms of this agreement shall, for the duration of this agreement be registered with PSIRA and where applicable, with the National Key Points Secretariat (NKPS) in terms of the NKPS3.2 and any other body required by any applicable law.
- 11.2 The SSP shall submit certified copies of the relevant certificates to the Client as proof of the security officer's registration with PSIRA and any other relevant authorities on or before the effective date.

- 11.3 The Client requires, as mandatory and material to this agreement that the SSP provides current non-criminal clearances (automated fingerprint identification) for each security officer to be deployed by the SSP to all 'Client's Sites. In this regard, the SSP shall provide such certification on the following basis:
- a) The only acceptable certification will be that which has been issued by an official service provider appointed by South African Police Services (SAPS) for the provision of this service by the SAPS.
 - b) Each certificate is valid for 12 (twelve) months only, which it must be renewed before the expiry date of any such existing certification for a security officer.
 - c) All costs to produce non-criminal clearance certificates shall be borne by the SSP.
- 11.4 Should the Client so require, the SSP shall also provide a current commercial clearance certificate (credit check) to the Client regarding the security officers at the specific site or receiving a specific security officer. The SSP shall pay all costs to have commercial clearance certificates.
- 11.5 The SSP shall employ and post South African citizens or persons who have a permanent residence to perform the security service in terms of this agreement and in accordance with the PSIRA requirements. Security Officers employed by the SSP for deployment to the 'Client's Site are to have concluded a written contract of employment with the SSP before the Effective date, proof of which must be furnished to the Client upon request. Non-compliance with this requirement will entitle them to have the Security Officer removed from the site with a suitably employed Security Officer replaced immediately.
- 11.6 When required to carry firearms by the Client, the SSP shall only deploy such security officers required to carry firearms who are competent and licensed to do so in terms of the Firearms Control Act, 2000 (Act No.60 of 2000).
- 11.7 The SSP is responsible for the cost of the vetting of all its security officers required for duty at National Key Points and must price this Security Service accordingly. The number of security officers required can be found in the Work Document. However, the SSP must reserve sufficient vetted security officers to replace other vetted security officers on short notice.
- 11.8 The State Security Agency (SSA) may occasionally require security officers deployed at South African Ports or a National Key Point to undergo a security screening. In such cases, the SSP will cooperate with the Client to provide the necessary information pertaining to the security officers in question, as required by SSA, to perform this security screening exercise.
- 11.9 The SSP is responsible for all its employees to be deployed to the Client's sites in terms of this agreement to undergo medical examinations which shall, without limitation, include an eye examination by a registered optometrist, audiometric testing by a registered audiologist and communicable disease test (e.g., TB), at the outset of the agreement. This is to be finalised within the first month of the agreement the Client may withhold 10% (ten percent) of the monthly contract value for each month that the medical examinations have not been completed for all the

SSPs employees deployed in terms of this agreement and the medical certificate/reports have not been handed to the Controlling Officer of the Client.

- a) Should the SSP fail to complete the medical examinations as stipulated above within the first 2 (two) months of the agreement, the SSP will be considered in breach of this agreement, and the provisions of a clause related to contract breach will apply.
- b) Between the fourth and second last month of the agreement an exit medical examination is to be carried out. The SSP is to provide the Client with copies of all records (medical certificates/reports) and keep such records for the prescribed period in law. 20% (twenty percent) of the final 'month's payment will be withheld until the SSP has carried out the exit medical examinations and provided the Client with copies of all such records.
- c) The client reserves the right to monitor this process.

11.10 At the SSP's cost, the security officers shall be required to attend an induction course, applicable awareness training, and any other training required regarding the necessary security officer training.

11.11 The security officers shall perform their duties from Mondays to Sundays from 18:00 to 06:00 and/or from 06:00 to 18:00 or at such other times as may be required by the Client from time to time in respect of any site and or Ad-hoc arrangements.

11.12 The SSP shall post the security officers for duty at sites indicated by the Client. These nominated sites may vary from time to time according to the Client's operational requirements.

11.13 The SSP shall ensure that security officers report for duty at the required time, conduct the relevant inspections, remain at their posts for the agreed length of time, and stay vigilant, awake, and alert whilst on duty. The SSP shall further ensure that all security officials attend an off-duty parade with the relevant inspections or as agreed to by both Parties in the Individual Agreement.

11.14 The SSP shall take adequate steps to test its security officers to ensure that the security officers whom it deploys at the 'Client's sites are not under the influence of alcohol or a drug having a narcotic or another detrimental effect, failing which the Client shall levy a penalty in terms of the penalty clauses of this agreement against the SSP.

11.15 For clauses relating to the testing of security officers and any other relevant clauses, the Client shall be entitled to monitor the security officers in terms of monitoring and testing of Security Officers.

11.16 The SSP's Supervising Inspector posting the security officers per site shall make an entry in the relevant site occurrence book confirming the posting details of each security officer and confirming that the security officers are competent for duty and not under the influence of alcohol or a drug as contemplated above and after that confirm this in writing by inserting third or her name and surname in block letters and then append their signature against such entry. Failure

to adhere to this procedure shall be construed as self-posting, and the Client shall be entitled to levy a penalty in accordance with the provisions of the penalty clauses of this agreement.

11.17 The SSP shall:

- a) on or before the effective date, furnish the Client in writing with the information, as the Client may direct, of all its security officers it intends to deploy at the 'Client's site in terms of this agreement; and
- b) certify this information as accurate and correct and shall always be kept up to date by the SSP during the agreement term. The SSP shall confirm, monthly, the correctness of the information by issuing a report in this regard to the Client. This information shall be furnished both manually and in electronic format to the Client and advise the Client of any changes to the information submitted in terms of the clause above.

11.18 Should it be necessary to post a replacement officer onto a site, the particulars of the security officer in question shall be provided, in writing, to the Client. Such replacement security officers shall comply with all the requirements that security officers are required to comply with in terms of the law, and the associated penalties in terms of the penalty clauses of this agreement shall apply in the case of non-compliance.

11.19 In the event of an Incident occurring at any Site where security officers are posted as contemplated in this agreement, the SSP shall be legally liable for any claims or damages incurred because of such Incident.

11.20 The SSP shall provide the Client with a correct and accurate daily shift posting sheet, failing which the Client shall be entitled to levy penalties in terms of the penalty clauses of this agreement control; the Client may register the security officers on its Time and Attendance System.

11.21 The SSP shall report all short posting to TRIM within One (1) hour post shift commencement. The non-reporting of short posting will lead to a breach of trust and breach of contract which could result in immediate contract termination.

11.22 The SSP shall be held liable for the loss of or damage to any tool of trade supplied by the Client, where these are in use.

11.23 According to the clause above, when such a tool of trade is damaged or lost, the SSP shall immediately replace it and report such damage or loss to the Client in writing.

11.24 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 Client; against a signature recording receipt, for safe keeping and record purposes. The Client reserves the right to provide its stationary to the SSP for such use of its sites.

11.25 The service provider will conduct continuous Risk Assessments to ensure the integrity of security personnel continually.

11.26 A contingency plan to cover strikes within the security industry and/or by its employees.

- 11.27 The successful SSP must ensure compliance with all required environmental approvals (i.e., authorisations, permits, and licenses) before commencing on site.
- 11.28 Emergency Incidents during operations must be reported in accordance with section 30 of the National Environmental Management Act, 1998, as amended and related provisions in other applicable legislations.

12. SUPERVISION OF SECURITY OFFICERS

- 12.1 The security officers shall render the Security Service under the supervision of competent and qualified Supervising Inspector(s), whose details shall be provided by the SSP to the Client on or before the effective date of this agreement or before the provision of the Security Service(s), as the case may be.
- 12.2 The supervising Inspector(s) shall be required to supervise the security officers properly through regular visits during their hours of duty, which shall be a minimum of two visits per Deployment Area per Site per shift. The visits frequency, purpose, and result shall be agreed upon between the SSP and the Client in the Individual Agreement.
- 12.3 The SSP's Supervising Inspector shall:
- a) record such visits with a red ball-point pen in their occurrence book as well as in the pocketbooks of the security officers so visited;
 - b) fully record all the findings made and the steps taken to ensure compliance with the provisions of this agreement; and
 - c) ensure that his or her occurrence book is available at all relevant times at the site where the security service is provided, for purpose of Inspection by the relevant officer be it the client or the SSPs supervisors.
- 12.4 Subject to the 'Client's requirements, the SSP shall take command of and control the deployment of security officers daily at the Client's designated sites to ensure effective and uninterrupted protection of the Client's assets.
- 12.5 Personnel must be criminally vetted, separate from the normal PSIRA processes, and the vetting must be maintained through periodic vetting processes.

13. TRAINING OF SECURITY OFFICERS

- 13.1 The SSP shall, on or before the effective date, provide the Client with necessary proof of the qualifications of and the training undergone by all the security officers who are fit for the purpose before the Client shall permit the SSP to commerce with the security services and the deployment of its security officers. SSP is to present physically fit personnel and not officers with certificates of attendance.
- 13.2 Acceptance proof of qualification referred to above shall be:
- a) an NQF or equivalent qualification (as specified by PSIRA) or proof of relevant experience;

- b) PSIRA training certificate for the Grades A, B, C;
- c) registration with PSIRA;
- d) where applicable, NKPA registration;
- e) proof of SASSETA training relating to firearms to be provided to the client upon its specific request; and
- f) The skills, attitude, and fitness levels of officers
- g) Applicable firearm training/valid competency certificate

- 13.3 The SSP shall ensure that its security officers undergo retraining/refresher training as may be required by applicable legislation and every 6 (six) months in a particular year or at such intervals as may be agreed upon between the SSP and the Client from time to time.
- 13.4 All training and retraining requirements associated with this agreement shall be for the SSP's account and shall be conducted by accredited training institutions.
- 13.5 Before any security officer commences with their duties in terms of this agreement, he or she must attend an induction course arranged by the Client, which is intended to acquaint each security officer with the safety requirements and operational environment at the Client's sites. The SSP shall be responsible for the remuneration of its security officers during their attendance of such an induction course.
- 13.6 The SSP shall, at its own cost, and as often as it is reasonable and necessary, but at least once a year, ensure that training is provided to all its security officers to enable time to have a sufficient understanding of the essence of the applicable legal provisions regarding the regulation of the private security industry and the principles of the code of conduct for security service providers, 2003, as contemplated in regulation 11 (7) of the code.

14. REMUNERATION OF SECURITY OFFICERS

- 14.1 The SSP shall acquaint itself with and shall give full to the provisions of all sectorial determinations made by the Minister of labour for the Private Security Sector and/or statutory enactments which may be in force, affecting conditions of employment of the security officers during the term of the Agreement. The SSP shall, when called upon to do so by the Client, produce proof showing that the provisions of such determinations are being complied with.
- 14.2 Where any sectoral determination for the Private Security Sector or statutory enactment in operation at the Effective Date ceases to apply before the expiry of this Agreement and is not extended or substituted by another sectoral determination or statutory enactment, the SSP shall continue to conform to the conditions of employment laid down in such lapsed sectoral determination or statutory enactment, unless otherwise agreed to by the Client in writing.
- 14.3 Where no sectoral determination for the Private Security Sector or statutory enactment exist at the Effective Date of this Agreement, the remuneration to be paid and the other terms and conditions to be provided by the SSP to the security officers shall be fair and reasonable, provided that should sectoral determination for the Private Security Sector or statutory enactment come

to into operation at any time during the term of the Agreement, the remuneration and conditions of employment stipulated under such sectoral determination for the Private Security Sector or statutory enactment shall apply to this Agreement from the date that such determination or enactment comes into operation.

- 14.4 When called upon to do so by the Controlling Officer, the SSP shall produce proof that all remuneration due to its security officers has been paid and that all benefits, in accordance with any sectoral determination for the Private Security Sector, have been provided.
- 14.5 Where it is found that a SSP is paying its security officers less than the prescribed remuneration, the Client shall be entitled to terminate this Agreement with immediate effect and shall further be entitled to claim damages suffered because of such termination. Where it is found that the SSP is making unlawful deductions from the security officer/ supervisor, the Client shall be entitled to terminate the Agreement with immediately effect and shall further entitled to claim damages suffered because of such termination.
- 14.6 The SSP undertakes that:
- a) it shall remain solely responsible for payment of all costs of the security officers, including but not limited to remuneration, bonuses, pension, or provident fund contributions, benevolent fund contributions, medical funds contributions and insurance premiums; and
 - b) it shall be responsible for the payment of, inter alia, all applicable taxes, charges, duties or fees assessed or levied in terms of any legislation e.g. Income Tax Act, 1962, the Compensation for Occupational Injuries and Diseases Act, 1993 and the Private Security Industry Regulation Act, 2001, in respect of the security officers or as a result of the security officer being provided by the SSP in terms of this Agreement and it shall, on request, furnish sufficient documentary proof to the Client that any of or all these payments have in fact been made.
- 14.7 The Contactor acknowledges and agrees that the security officers whom it provides in terms of this Agreement are its own employees and not that of the Client. The SSP further acknowledges and agrees that it does not act as a temporary employment service as contemplated in Section 198 of the Labour Relations Act, 1995 (Act No. 66 of 1995).

15. IDENTIFICATION REQUIREMENTS

- 15.1 The security officers shall at all relevant times comply with the identification requirements of the Client, i.e. full names, and surname, , full colour photograph and the Business Unit of the Client where deployed. This includes the stipulations by PSIRA to carry an identification card issued in terms of the Private Security Industry Regulation Act, 2001, including the display of an identity disc (with PSIRA registration number), tag or other device as agreed upon between the Parties.
- 15.2 Identification for the purpose of this Agreement shall include but is not limited to:
- a) a standard uniform as agreed upon between the Parties, which shall consist of at least the following:

(i) in the case of male security officers:

- Security wear includes cap/beret, shirt, pants, socks, shoes/ safety boots, belt, whistle, baton, handcuffs, the SSP's insignia, and adequate clothing for protection against inclement or cold weather which includes a jersey, warm weather coat and a full-length rain suit, as and when required: and
- Corporate wear of the SSP, if so, required by the Client, must include a blazer, tie, shirt, trousers, jersey, socks, shoes, belt, handcuffs, adequate clothing for protection against inclement weather and the SSP's insignia, which must appear on the uniform as specified by the Client.

(ii) In the case of female security officers:

- Security wear includes hat/cap/beret, blouse, shirt, or trousers, stockings, shoes, safety boots, whistle, baton, handcuffs, the SSP's insignia, and adequate clothing for protection against inclement weather or cold weather, which includes jersey, warm weather coat and a full-length rain suit as and when required; and
- Corporate wear of the SSP, if so, required by the Client, must include a blazer, tie, Skirt. Blouse. Jersey. Trousers, stockings, shoes, handcuffs, adequate clothing for protection against inclement weather and the SSP's insignia, which must appear on the uniform as specified by the Client;

b) a reflector jacket, with the SSP's name and the wording "Private Security" on the front and back, which is to be issued to all security officers, unless otherwise specified by the Client; and

c) bullet-proof vests (SABS approved) whenever security officers are issued with firearms, or if otherwise directed to do so by the Client.

The uniform of the security officers must comply with the requirements in terms of regulation 13 of the Private Security Industry Regulations, 2002.

15.3 For the purpose of clause 15.1, an identity disc, tag, or other equipment prescribed by the Client shall at least contain the following information in respect of the SSP's security officers:

- a) a recent colour photograph of the relevant security officer;
- b) the name of the security officer on the identification badge must be visible and legible;
- c) the, PSIRA registration number and grade of the security officer;
- d) the name and logo of the SSP; and
- e) the name of the Business Unit of the Client, where deployed.

The security officers must, in terms of regulation 9 of the Private Security Industry Regulations, 2002, carry his/her PSIRA ID card.

16. PROVISION OF TWO-WAY HANDHELD RADIO SETS WITH PANIC BUTTONS

- 16.1 The SSP shall provide two-way handheld radio sets which shall have an adequate range to ensure, as far as is practically possible, good communications between any two points within an area on the site of the Client where the Security Service is provided.
- 16.2 The SSP shall provide the Controlling Officer or his delegate on or before the effective date with a diagram indicating the local communication network and call signs used by the SSP during the term of this Agreement. Any changes to these networks or call signs shall forthwith be brought to the attention of the controlling officer in writing.
- 16.3 The two-way handheld radio shall always be in good working condition, and any dysfunctional or faulty radios shall be replaced at the SSP's costs within 2 (two) hours of the security officer having reported such dysfunction or fault or the SSP having discovered the fault or dysfunction. Failure to do so shall entitle the Client to impose a penalty against the SSP as stipulated in clause 26 (Penalties) of this Agreement.
- 16.4 The SSP shall at its own cost supply a radio base set, to be installed in the security control room/Nerve Centre or the Client, as well as diagram of the call signs, which shall enable direct communication between the SSP's security officers and the contactor's radio control room.
- 16.5 The SSP shall take the necessary steps to prevent radio transmissions on or near the Client's premises to cause interference with, or block reception by, radio systems used by the Client or any other division or Business Units of the Client.
- 16.6 Under no circumstances shall the SSP operate any radio equipment on the Client's premises without obtaining the prior written authority from Transnet Freight Rail's Signal Department, as appropriate, details of which shall be provided to the SSP upon request.
- 16.7 Should the SSP or any of its employees use the radio equipment on the Client's premises without such written authority, the SSP shall be liable for any damage or loss suffered by the Client or any third party which is indirectly attributable to the use of such radio equipment.
- 16.8 All radio equipment used by the SSP in the performance of the Security Services must be licensed in terms of the provisions of the Electronic Communications Act, 2005 (Act No. 36 of 2005).

17. PROVISION OF DOGS (as and when required by the Client)

- 17.1 Guard dogs shall only be of a specific breed (i.e., Doberman, Rottweiler, Belgian Malinois or German Shepherd), which shall be duly trained to perform duties as guard dogs. Dogs shall be free of contagious diseases and certified by a registered veterinary surgeon. A certified copy of such certificate shall be made available to the Client if the SSP is requested to do so. Under no circumstances shall the SSP provide any other breed of dog in terms of this agreement unless prior written consent of the Controlling Officer has been obtained.

- 17.2 Guard dogs must be trained to protect their handlers, intercept perpetrators of crime, and be alert for intruders in their patrol areas. The guard dogs must be required to be a deterrent to criminal elements and must be trained to overcome obstacles such as steps, 1 (One) meter high walls, and be able to crawl underneath low objects, such as the undercarriage of a train.
- 17.3 Guard dogs shall be trained to obey not more than one handler and be under its handler's control only. Guard dogs shall always be under supervision of the handler whilst on duty.
- 17.4 The age of the guard dog must not exceed 6 (six) years. Suppose it is at any time during the term of this agreement established by the Client that the guard dog utilised in terms of these agreements older than 6 (six) years. In that case, the SSP shall be requested to replace the dog within 4 (four) hours, failure to do so shall entitle the Client to impose a penalty against the SSP as stipulated in the penalty clause of this agreement.
- 17.5 Guard dogs must always be appropriately kennelled in a proper and protected from in climate weather conditions, groomed, and fed to maintain them in good health.
- 17.6 Guard dogs that are incapable of effectively carrying out the functions described above shall be replaced within 4 (four) hours with other suitably trained guard dogs who shall be able to perform the required tasks. Failure to do so shall entitle the Client to impose a penalty against the SSP as stipulated in the penalty clause of this agreement.
- 17.7 The SSP shall ensure that fresh water and equipment like leads, water bowls, choke chains, and combs are always available and that the premises are clear of dog faeces.
- 17.8 A qualified dog handler shall always handle guard dogs. One dog should not have more than 2 handlers. A certified copy of the certificate indicating that the dog handler has successfully passed the training course in effectively handling a guard dog shall be made available to the Client where the Client deems it fit to do so.
- 17.9 The SSP shall be liable for any damage or injury directly caused by the actions of a guard dog and/or its handler during the provision of the Security Services by the SSP, such liability to be in terms of the Liabilities clause.
- 17.10 The service provider must comply with the requirements as contemplated in the Performing Animals Protection Act, 24 of 1935 and Animals Protection Act, 17 of 1962.
- 17.11 Table 3 illustrates dog handler/Canine (K9) team composition.

	Day Shift	Night Shift
Grade "A" trained handler DH 5 – (driver)	1	1
Grade "B" armed officer rifle	1	1
Single cab LDV 2.0.I – 10 000 kms with tracking	1	1
Choke chain and 1.5meter – 02 meters leash set	1	1
Mounted dog Kennel – secured to bakkie	1	1



Safety Boots + Reflective Jackets	2	2
Bullet Proof Jacket level 3	2	2
Firearm .9mm with spare 15 rounds magazine, spare magazine 15 rounds	2 (30 rounds)	2 (30 rounds)
Firearm Rifle (.223/.556/7.62)30 rounds magazine, spare magazine 30 rounds	1	1
Flashlight (e.g., Maglite 5 Cell or Similar 100-meter beam)	0	1
Working trained dog DH 5	1	1
Pepper Spray	1	1
Communication device - Two-way radio PTT with tracking	1	1
Handcuffs – cuff -cable ties	2	2

Table 3 illustrates dog handler/Canine (K9) team composition.

18. PROVISION OF HORSES (As and when required by the Client)

- 18.1 Duly trained patrol horses must be of a quality breed and be equipped with a bridle, reins, and a saddle. Horses must be in a fit and healthy condition and be free of contagious diseases, certified thereby by a registered veterinary surgeon. A certified copy of such certificate shall be made available to the Client if the SSP is requested to do so.
- 18.2 Mounted security officers must be trained to handle horses. (Average height of horses to be 1.4m to 1.8m) At the SSP's cost, they shall be issued appropriate PPE suitable for equestrian services, including a spot headlight and a hands-free radio or cellular phone with a hands-free kit.
- 18.3 It shall be the responsibility of the SSP to make proper arrangements to adequately stable the horses and the stable facilities shall conform to the local authority's requirements and other applicable legislation. The Client shall make sites available for stable facilities.
- 18.4 The SSP shall submit a monthly veterinary report on all horses stating their condition and certifying them fit to execute the duties in terms of this Agreement.
- 18.5 The SSP shall be liable for any damage or injury directly caused by the actions of the patrol horse and/or the security officer (Rider) during the provision of the Security Services by the SSP, such liability to be in terms of Liabilities clause herein.
- 18.6 The service provider must over and licence above providing a provincial comply with the requirements as contemplated in the Performing Animals Protection Act, 24 of 1935 and Animals Protection Act, 17 of 1962.
- 18.7 Horse riders must have the basic training skills of walking the horse, turning left, right and galloping.



18.8 Table 4 illustrates a horse rider/equestrian team composition.

	Day Shift	Night Shift
Grade "B" trained equestrian – (driver)	1	1
Double cab LDV 4x4 2.0.l – 10 000 kms with tracking and horse box	1	1
Security patrolling horse saddle	1	1
Security patrolling horse	1	1
Security patrolling horse bridle	1	1
Horse groomer with grooming kit	1	1
Horseshoes	4	4
Horse Ferrier	1	1
Safety Boots + Reflective Jackets	1	1
Bullet Proof Jacket level 3	2	2
Firearm .9mm with spare 15 rounds magazine, spare magazine 15 rounds	2 (30 rounds)	2 (30 rounds)
Flashlight (e.g., Maglite 5 Cell or Similar 100-meter beam)	0	1
Grade "C" horse rider	1	1
Pepper Spray	1	1
Communication device - Two-way radio PTT with tracking	1	1
Handcuffs – cuff -cable ties	1	1

Table 4: Horse rider/equestrian team composition

19. PROVISION OF ROAD MOTOR VEHICLES, AND MOTORCYCLES (WHERE REQUIRED)

- 19.1 When required by the Client, the SSP shall provide comprehensively insured road-worthy and licensed motor vehicle(s) and licensed motorcycle(s), for roving patrol and security duties and/or prevention of incidents, including but not limited to the theft of cables.
- 19.2 The SSP shall provide the required number of licensed motor vehicle(s) and licensed motorcycle(s) with driver(s) on receipt of an official written request from the Controlling Officer. Failure to do so shall entitle the Client to impose a penalty against the SSP as stipulated in clause 26 (Penalties) of this Agreement. The SSP shall not provide any additional motorised vehicles without any written request from the Controlling Officer, failing which the Client shall not be held liable for payment for the unauthorised Security Services rendered.
- 19.3 The motor vehicle(s) and motorcycle(s) driver(s) shall be made available at such times as agreed upon from time to time between the SSP and Client.

- 19.4 The motor vehicle(s) and motorcycle(s), shall only be driven by the drivers who hold valid unendorsed and appropriate code license and shall always carry their driver's license when driving them.
- 19.5 The SSP shall ensure that the vehicle logbooks are kept with all vehicles and are completed correctly and fully on a per shift basis as proof before claiming any costs from the Client. The Client may at any given time request the SSP to provide such logbooks for inspection purposes to the Client. Should such vehicle/motorcycle logbooks as requested be found not to be correctly and fully completed (updated), the Client may refuse payment of costs claimed in respect of the motor vehicle(s) and motorcycle(s) in question.
- 19.6 LDV's will not be of a lesser capacity than 2.000cc AND WILL BE "high ride" vehicles with adequate ground clearance to ensure safe driving on service routes unless otherwise agreed with the Controlling Officer in writing.
- 19.7 Maintenance, servicing, and mechanical repairs (hereinafter referred to as "maintenance") of the motor vehicle(s) and motorcycle(s) including all adjustments necessary to keep the motor vehicle(s) and motorcycle(s) in a roadworthy and operational condition shall be provided by the SSP at its own cost.
- 19.8 Should any motor vehicle(s) and motorcycle(s) provided by the SSP break down or be involved in an accident whilst patrolling within the relevant sites in terms of this Agreement, the SSP shall, if that motor vehicle(s) and motorcycle(s) cannot be repaired within 2 (two) hours or cannot proceed with its patrolling duties within 2 (two) hours, at its own costs, forthwith provide another motor vehicle(s) and motorcycle(s) to continue with its patrolling duty. Failure to do so within the said time frame shall entitle the Client to impose a penalty against the SSP as stipulated in **clause 26 (Penalties)** of this Agreement.
- 19.9 Pursuant to clause 19.8 above, the SSP shall inform the Client within 2 (two) hours of any of its motor vehicle(s) and motorcycle(s) patrolling in terms of this Agreement which has broken down or has been involved in an accident.
- 19.10 Maintenance records for the motor vehicle(s) and motorcycle(s) provided in terms of this Agreement shall be made available to the Client by the SSP whenever such request is made by the Client.
- 19.11 The SSP's logos are to be prominently displayed on both front doors of its motor vehicles.
- 19.12 The SSP shall rotate its motorised vehicles in a particular geographical area as identified by the Client to limit the excess kilometres for a particular vehicle. Failure to rotate the vehicles shall result in excess kilometres for a particular month to be equally divided between the vehicles in question. Where excess kilometres are so equally divided, the SSP shall submit an adjusted tax invoice, or a credit note that reflects the newly allocated excess kilometres and any reduction or elimination in excess kilometres per vehicle.

- 19.13 Vehicles shall be corporate branded vehicles with identification fleet numbers visible except for short-term rentals used in shutdowns.
- 19.4 Vehicles shall be fitted with tracking and monitored, which reports can be requested for and be made available to TRIM Security within 02 hrs. on request.
- 19.5 When required by the Client, the SSP shall provide comprehensively insured road-worthy motorised vehicle (s) for roving patrol and security duties and/or prevention of incidents, including but not limited to the theft of cables.

20. PROVISION OF FIREARMS (As and when required by the Client)

- 20.1 The SSP shall always ensure that the security officers are only issued with the types of firearms, i.e., shotguns, revolvers, pistols, as expressly agreed upon in writing between the Parties in respect of any site.
- 20.2 Automatic firearms shall not be used at any stage during the execution of this Agreement.
- 20.3 A certificate of serviceability, valid for at least 12 (twelve) months and issued by a qualified gunsmith, shall accompany all firearms. Certificates shall be kept in a safe place on the SSP's premises and be made available to the Client when requested to it by the Client.
- 20.4 All firearms used by the SSP on the Client's premises shall comply with the following specifications:
- a) Modifications: Firearms shall not be modified in any way.
 - b) Safety catches: Safety devices fitted on firearms shall always be in good working condition.
 - c) Sights: Sights fitted on firearms shall always be in good condition.
 - d) Slings: Shotguns shall always be fitted with proper slings and attachments.
 - e) Triggers: Triggers shall always be in working order.
 - f) Trigger-security officers: Trigger-security officers shall always be intact.
 - g) Shotguns: (12 bore pump action) For the purpose of this Agreement single shot shotguns are not authorised.
- 20.5 The SSP shall provide the number of firearms as set out in the Work document. Only firearms licensed in the SSP's name shall be permitted on the 'Client's sites. Under no circumstances shall firearms belonging to or licensed to another company, person, or security officer be used to provide Security Services in terms of this agreement.
- 20.6 The SSP guarantees that it is the licensed and owner of all firearms which it issues to its security officers in terms of this Agreement and shall produce proof of ownership and its licenses prior to the commencement of this Agreement and/or when required to do so by the Client.
- 20.7 The SSP shall always ensure that the firearms issued to its security officers in terms of this Agreement are in a clean and good working condition as well as properly maintained.
- 20.8 The SSP shall always comply with the provisions of the Firearms control Act, 2000 and the Regulations issued in terms thereof, and shall put the necessary measures in place to ensure that its security officers comply with the provisions of the said Act and Regulations.

- 20.9 All incidents relating to the discharge of firearms by the security officer must be reported to the Controlling Officer immediately and followed by a written report in the prescribed format within 12 (twelve) hours of the occurrence of such incident.
- 20.10 The SSP shall always ensure that it adheres to the Client's policy directive on firearms and ammunition, a copy of which shall be provided upon request.
- 20.11 The SSP must ensure that it has the minimum required firearms ready for deployment for the total sites per province they are bidding for as well as be able to provide accredited safes and associated safety accessories like bullet traps and sandbags are available especially when issuing and receiving firearms.
- 20.12 Alternative and non-listed firearms will be accepted at the approval of TRIM.

21. PROVISION OF CELLPHONES OR GSM DEVICES (WHEN REQUIRED BY THE CLIENT)

- 21.1 GSM devices (Global System for Mobile Communication) with a limited dialling facility and cell phones provided by the SSP shall be contract phones and not "pay as you go" or "private" cell phones. No cell phone utilised on site shall have the capacity to take photos unless so specified by the Controlling Officer. Any photographs taken must not, under any circumstances, be distributed without the written consent of the Client. The use of cell phones at certain sites is prohibited. The Client shall advise the SSP of these sites.
- 21.2 Failure to comply with this clause shall entitle the Client to impose a penalty against the SSP as stipulated in the penalty clause of this Agreement.

22. DUTIES OF THE SSP

- 22.1 The SSP shall exercise the necessary care and diligence in fulfilling its obligations and rendering its Security Services in terms of this Agreement.
- 22.2 The SSP shall ensure that the security officers provided in terms of this Agreement observe the Client's safety rules and regulations, operating methods, policies, and procedures whilst providing the Security Services under this Agreement.
- 22.3 The SSP undertakes that it shall, as soon as it practically possible, before the commencement of this Agreement, make all the relevant provisions of this Agreement known to all the security officers provided in terms hereof.
- 22.4 The SSP shall require its security officers to attend and, if necessary, to testify in court proceedings. The SSP shall ensure that its employees are made available to be interviewed in Transnet Freight Rail Board Of Inquiries hearing and/or line investigation as well as in disciplinary and arbitration proceedings should the Client deem it necessary, provided that the Client has notified the SSP at least 48 (Forty-eight) hours before the start of the proceedings that the presence and co-operation of the SSP's security officer(s) is required by the Client. This requirement will survive termination of the Agreement for pending or outstanding cases existing at that time.

- 22.5 Pursuant to clause 20.4 above, should a security officer be required to testify during his/her shift, a replacement security officer of the same grade must be provided by the SSP. The Client shall be liable for the cost of the replacement security officers.
- 22.6 The SSP shall ensure that the security officers provided by the SSP in terms of this Agreement:
- a) work shifts and/or overtime as and when required by the Client and agreed upon by the Parties from time to time, and in compliance with relevant legislation and/or sectoral determination for the Private Security Sector;
 - b) are in a medically fit and mentally sound condition to perform their duties in terms of this Agreement.
 - c) are continually trained and retrained as prescribed by this Agreement or relevant legislation during the term of this Agreement.
 - d) are subject to the code of conduct as agreed upon between the Parties on or before the effective date. Subject to the agreement of the parties herein, this code of conduct may be amended from time to time; and
 - e) comply with all the requirements of any applicable legislation, including the code of conduct for Security Service Providers, 2003 in terms of PSIRA, 2001.
- 22.7 The SSP shall ensure that the security officers deployed at the Client's sites in terms of this Agreement:
- a) daily sign on and off duty as required by the Parties in the Site's Occurrence Book and the security officer's pocketbook. The pocketbook must be signed by the SSP's Supervising Inspector parading the security officers;
 - b) when on duty and where the use of a firearms is required, be in possession of a bullet proof vest, a certified copy of the firearm license and a firearm permit issued in terms of the Firearms Control Act, 2000 and the Firearms Control Regulations, 2004 issued in terms thereof;
 - c) when issued with a firearm, comply with the Firearms Control Act, 2000 and the Firearms Control Regulations, 2004 issued in terms thereof;
 - a) When on duty, wear the uniform clothing in accordance with the provisions of this Agreement or Individual Agreement, including PPE as agreed upon between the Parties, which shall be provided by the SSP at its own costs; and
 - b) Are fully aware of the SSP's obligations with regards to the provision of Security services in terms of this Agreement.
- 22.8 The SSP shall on or before signature of this Agreement provide the Client with certified copies of its current grievance and disciplinary procedures.

- 22.9 The SSP will be required to accept responsibility in writing for the facilities and/or assets at a particular site for which it has been contracted to provide security services in terms of this Agreement. It is therefore incumbent on the SSP to survey (inspect) the respective sites for which it has been it has been contracted to provide the Security Services to identify any existing damage ("current damage") prior to accepting responsibility for such a site. This record of Current Damage (two originals) must be signed by the SSP and Client. The one signed original should be handed over to the Client's Controlling Officer. The SSP shall be liable for any subsequent loss to such facilities or assets.
- 22.10 The SSP shall before commencement of this Agreement, and throughout the existence of this Agreement obtain and maintain at its own costs, insurances with an insurer approved in writing by the Client insuring itself against any and loss which it may suffer arising out of or connected with the implementation of this Agreement. The SSP shall obtain Public Liability Insurance, Security Liability insurance and Third-Party Liability insurance cover for not less than R5 000 000.00 (Five million South Africa Rand) in respect of one Incident or a series of Incidents arising from the same cause and with an annual limit of cover not less than R30 000 000 (Thirty million South African Rand).
- 22.11 The Client reserves the right to inspect the SSP's insurance policy documents, in relation to its obligations under clause 20.10 above and shall exhibit the relevant policies and premium receipts in respect of the insurance to the Controlling Officer and shall provide copies of such policies and receipts to the Client and in the event of a dispute shall bear the onus to prove that it has done so.
- 22.12 Should any single claim by any party exceed the amount of R5 000 000.00 (Five million) covered by the SSP's Liability Insurance Policy(s), the SSP shall be liable for the difference between the actual amount claimed and the amount insured. Likewise, it is recorded that if the annual limit cover is exceeded the SSP shall be liable for any claims above those applicable limits.
- 22.13 The said insurance shall not be cancelled or materially changed, without prior written consent from the Controlling Officer.
- 22.14 The SSP shall always comply with all the terms and conditions of any policy insurance effected in terms of 20.10 and that it will not itself act or permit any act or omission that will or may have the effect of voiding or invalidating any policy of insurance or cover thereunder and shall implement the requirements thereof, and in particular (without limiting the generality of the foregoing and notwithstanding anything to the contrary in this Agreement contained), the SSP shall:
- a) notify the Client promptly of the happening of an incident or event in terms of this Agreement or any event which may give rise to a claim under any such policy of insurance;

- b) render to the Client and/or the insurer whatever assistance may be necessary or required in connection with or arising out of any claims; and
- c) notwithstanding anything contained to the contrary in this Agreement, it is specifically recorded that neither the SSP nor the Client shall be precluded from instituting a claim against each other following an occurrence or event whether it is covered in terms of the insurance policy referred to in this clause.

22.15 The SSP shall ensure that the security officers:

- a) co-operate with any member of the South African Police Service (SAPS), the South African National Defence Force (SANDF), the State Security Agency (SSA), or any other designated South African Government Security Agency in accordance with the provisions of co-operation Agreements entered between such entities and the Client; and
- b) where no such co-operation Agreements exist, the security officer shall allow the member of the security agencies mentioned in 20.15a above to enter any site of the Client only when such a member produces valid proof to the satisfaction of the Authorised Officer of such member's official Identification Documentation.

23. ACCESS CONTROL

- 23.1 In respect of Security Services provided on the property (sites) of the Client that has been declared as National Key Points by the Minister of Defence, the SSP shall always comply and enforce the provisions of the National Key Points Act, 102 of 1980, and its directives as well as the provisions of the Control of Access to Public Premises and Vehicles Act, 1985, and all other applicable legislation.
- 23.2 Where the Security Services are provided on the property of the Client that has been declared as a port in terms of the National Ports Act 53 of 2005, the Contract shall always comply with and enforce the provisions of the Port Rules as well as the provisions of the Merchant Shipping (Maritime Security) Regulations, 2004 or any legislation that may replace it.
- 23.3 The SSP must make sure that no person shall, without the permission of the authorised officer, enter any premises or any vehicle in respect of which a directive has been issued by the Client in terms of subsection (2)(b) of the Control of Access TO Public Premises and Vehicles Act, 1985.
- 23.4 For the purpose of the granting of that permission an Authorised Officer may require that the person concerned shall:
 - a) furnish his name, address and any other relevant information required by the Authorised Officer;
 - b) produce proof of his identity to the satisfaction of the Authorised Officer;
 - c) declare whether he has a firearm or any potentially dangerous object in his possession, custody or under his control;

- c) declare what the contents are of any vehicle, suitcase, attaché case, bag, handbag, folder, envelope, parcel, or container of any nature which he has in his possession or custody or under his control, and show those contents to the Authorised Officer;
 - e) subject himself and anything which he has in his possession or custody or under his control to an examination by an electronic or other apparatus to determine the presence of any potentially dangerous object; and in the case of premises or a vehicle or a class of premises or vehicles determined by the Minister of Police by notice in the Gazette, be searched by an Authorised Officer.
- 23.5 Where an Authorised Officer grants permission in terms of this clause, he may do so subject to conditions regarding the carrying or displaying of proof that the necessary permission has been granted to visit a specific person, office or area, the duration of his presence on or in the premises or vehicle, the escorting of the person concerned while he is on the premises or vehicle, and such other requirements as the Authorised Officer may consider necessary.
- 23.6 Subject to the provisions of the Trespass Act, 1959 (Act No.6 of 1959), an Authorised Officer shall at any time remove any person from any premises or vehicle if:
- a) that person enters or upon the premises or vehicle concerned without the permission contemplated in this clause;
 - b) that person refuses or fails to observe a condition contemplated in this clause; or
 - c) the Authorised Officer considers for the safeguarding of the premises or vehicle concerned or the contents thereof or for the protection of the people therein or thereon.
- 23.7 The search of a female shall only be carried out by a female security officer in private and should always be done in a courteous and dignified manner.
- 23.8 The security officer shall:
- a) co-operate with any member of the South African Police Service (SAPS), the South African National Defence Force (SANDF), the National Intelligence Agency (NIA), or any other designated South African Government Security Agency in accordance with the provisions of co-operation Agreements entered between such entities and the Client; and
 - b) where no such co-operation Agreements exist, the security officer shall allow the member of the security agencies mentioned in 22.8 a above to enter any site of the Client only when such a member produces valid proof to the satisfaction of the Authorised Officer of such member's official Identification Documentation.

24. MEETINGS

- 24.1 The SSP shall assign officers to attend weekly meetings with the Client's Controlling Officer or his delegate at the sites agreed upon between Parties to discuss the matters relating to the provision of the Security Service(s), including but not limited to the performance related matters on the dates agreed to between the Parties from time to time.



- 24.2 The members of the SSP who attend the weekly meetings must have delegated power to make decisions and sign off deviations which will have financial implications for the SSP. The SSP shall be bound by such decisions agreed upon with the assigned officer(s) of the SSP.
- 24.3 A managing member or director of the SSP shall be required to attend monthly and quarterly meetings with the Client's Controlling Officer or his delegate on the date to be agreed upon between the Parties, to discuss matters relating to the execution of the Security Services and the administration of the Agreement, including but not limited to the performance by the SSP in terms of this Agreement.
- 24.4 The Client shall take and retain the minutes of the meetings, which shall be signed by both Parties and made available to the SSP. In recording these minutes, the Client may make use of a recording device.
- 24.5 The specific details, inclusive of names and designations of the SSP and the client will be contained in the Individual Agreement as well as salient details of venue/location, times, agenda etc.

25. REPORTING OF INCIDENTS AND WEEKLY REPORTS

- 25.1 All incidents, events, or accidents involving the death of or injury to any person or loss or damage to any of the Clients property, including any criminal offence committed on the premises of the Client, shall forthwith be reported by the SSP to the local police station and the Client after each incident, event, or accident has come to the attention of the SSP. A detailed written report of all such incidents, events or accidents shall be presented to the Client within 12 (twelve) hours after the incident, event, or accident.
- 25.2 A list of names and contact details of the Client's Controlling Officers to whom the said incidents, events, or accidents shall be reported, shall be furnished to the SSP on or before the commencement of this Agreement and be contained in the Individual Agreement.
- 25.3 Salient facts of all incidents, events, or accidents on the Client's premises shall be recorded immediately after the occurrence thereof in the Occurrence Book. Subject to the provisions of clause 8.3 (*Provision of security services*), Occurrence Books for this purpose shall be made available by the SSP at its own cost for the premises and shall remain available for inspection by the Client at any time in a prearranged office or enclosure on the premises.
- 25.4 The pages of the Occurrence Book and the security officer's book shall be numbered consecutively by the SSP when implemented, and no pages shall be removed by any person for any reason whatsoever.
- 25.5 A weekly and monthly detailed written report in respect of each site shall be submitted to the Client's Controlling Officer or his delegate during the agreed weekly meetings. The report shall include full details of any incidents, events, or accidents, which occurred during the preceding week; reports as may be requested by the Client, in the duty list; details of routine inspection visits, and any other information relating to the security situation on the site(s).

25.6 Notwithstanding anything to the contrary in this Agreement, the Client may also, should it deem it necessary, request the SSP to submit a detailed written report in respect of any incident.

26. HOUSING OF SSP'S EMPLOYEES

- 26.1 The Client shall, where applicable, decide for the housing of the SSP's security officers at offices or suitable structures at all sites. Under no circumstances shall the housing for the SSP's security officers be provided or erected on the property of the Client by the SSP unless the Client has expressly requested this and the Controlling Officer's prior written approval has been obtained. The SSP may enter into a lease agreement with the Client for the leasing of accommodation for the security officers for purposes of rendering the security services.
- 26.2 Should the Client at any time during the terms of this Agreement make available to the SSP any facility to house the SSP's security officers, horses, and/or guard dogs, the SSP shall, at its own cost maintain and keep such facility during the term of this Agreement in a clean, tidy, and sanitary condition and shall at the termination of this Agreement for whatsoever reason, reinstate any such facility to the same condition in which it was when it was handed over to the SSP, fair wear and tear expected.

27. PENALTIES

- 27.1 The Client shall be entitled to impose/levy penalties against the SSP should the SSP be in breach of certain provisions of this Agreement. Such penalties shall be deducted from the monthly amount due to the SSP by the Client, after the SSP has been notified of such penalties.
- 27.2 Notwithstanding the provision of clause 26 (Penalties), the Client shall:
- a) not be precluded from exercising its right to terminate this Agreement in the event of Persistent Minor Breach; and
 - b) shall not be precluded from claiming damages from the SSP, should damages be suffered by the Client or any third party because of any conduct or failure on the part of the SSP or any of its employees.
- 27.3 Should it at any time during the term of this Agreement or at any time thereafter be determined that security officers of a lower grade than required, or with inadequate training, or with no training at all, or with no PSIRA registration, are being provided:
- a) all payments in respect of such lower graded security officers made to the SSP shall forthwith be recovered from the time the lower grade or untrained/unregistered security officers was/were supplied; and
 - b) the Client shall be entitled to terminate the Agreement forthwith; and
 - c) the Client shall not remunerate the SSP for the time the inadequately trained or unregistered security officers were deployed on the Client's premises.

27.4 In the event of security officers being provided without standard uniform or such standard uniform is incomplete and/or unclean or is in a deteriorating condition:

- a) 1 (one) shift penalty for the security officer will be deducted per security officer per such incident; and
- b) repeat or persistent breach of this clause shall entitle the Client to terminate this Agreement.

27.5 The Client shall conduct risk assessment and rate the likelihood of incidents, events, or accidents, the consequences of incidents, events, or accidents at all sites

- a) Such ratings shall be recorded in the Individual Agreement not later than during the first month of the Agreement.
- b) These risk ratings will remain constant during the term of this Agreement unless a new risk assessment has been conducted that result in the rating to change. Any such change must be endorsed by the Controlling Officer and communicated to the SSP in writing with the necessary amendments being made to the Individual Agreement and signed off by both Parties.

27.6 Table 5 illustrates the penalties that shall apply to the sites for non-compliance with the obligations of the SSP in terms of this Agreement:

ITEM	PENALTY			
	L	M	H	Frequency
The security officer is on duty without a contracted GSM device or contracted cell phone, or this is not in working condition One communication device per post is required.	R50	R75	R 100	Per Incident
Possession of private cell phones by a security officer whilst on duty is not allowed, if the officer uses the device for non-work-related issues. The Disciplinary process to be used to manage instead of Penalty applied to manage?				Disciplinary Process
The security officer is on duty without a pocketbook and pen	R50	R75	R 100	Per Incident
Pocketbook of a security officer written up in advance Use Disciplinary process to manage instead of penalty process?				Disciplinary Process
The security officer fails to update the occurrence book	R20	R50	R 75	Per Incident
The security officer is on duty without an identity disc/Card	R50	R75	R 100	Per Incident

The security officer is on duty without any instrument to determine time or such instrument is not in working condition Each post needs one instrument to determine time.	R50	R75	R 100	Per Incident
The security officer on duty must have a flashlight.	R50	R75	R 100	Per Incident
The security officer on duty needs a spotlight fit for purpose where a Patrol vehicle is not equipped with a spotlight.	R50	R75	R 100	Per Incident
There is no operational base radio on Site where required	R50	R75	R 100	Per shift
The security officer is without a hand-held communication device and/or this is not fit for purpose.	R50	R75	R 100	Per Incident
A vehicle is without a fit for purpose communication device.	R50	R75	R 100	Per Incident
A security officer is on duty without a SABS approved bullet-proof vest where applicable and as required per the scope of work	R250	R350	R 450	Per Incident
A security officer (required to carry a firearm) is on duty without a serviceable firearm or has a firearm without appropriate ammunition where applicable and as required per the scope of work	R250	R350	R 450	Per Incident
Possession of private firearm by security officer whilst on duty Use legislation and not penalty route to address.				
Vehicle not as specified in scope of work / un-roadworthy / inoperable / unavailable	R250	R350	R 450	Per Incident
Motorbike not as specified in scope of work / un-roadworthy / inoperable / unavailable	R250	R350	R 450	Per Incident
Dogs required as per the scope of work and statutory requirements is not provided submission or non-submission of veterinarian reports as required.	R250	R350	R 450	Per Incident

Guard tracking / monitoring system inoperable	R250	R350	R 450	Per Incident
Self-posting and/or no parade or inspection of a security officer	R250	R350	R 450	Per Incident
Late posting of a security officer	R250	R350	R 450	Per Incident
Late submission or non-submission of BBBEE report. Late submission or no submission of progress report Use contract management process				
Late submission or non-submission of Health & Safety minutes Use contract management process				
Site Supervising Inspector fails to visit site as per scope of work	R50	R75	R 100	Per Incident
Non-attendance of weekly/monthly meeting by the Contractor as per scope of work Use contract management process				
Non-attendance of quarterly meetings by managing member or director of the Contractor as per the scope of work Use contract management process				
Unavailability of, and non-submission or late submission of any relevant documentation, sheets of feedback reports on the occurrence of an incident as well as the failure to complete or keep all relevant documents up to date.	R100	R150	R 200	Per Incident
Security officer sleeping on duty (orange multiple post) red one-man site	R250	R350	R 450	Per Incident
Security officer under the influence of alcohol/drugs/intoxicating substance	R250	R350	R 450	Per Incident
Security officers absent from duty/no security officer deployed No payment for service if not rendered				
Security Officer failing to verify Identification prior to entry of any individual	R250	R350	R 450	Per Incident



Failure to lock a gate or open a gate when SOPS state it to be locked	R250	R350	R 450	Per Incident
Deploying a member without induction and clearance in terms of the SLA and seeking PSO or authorized PSO deputy approval	R250	R350	R 450	Per Incident
Failure to make a report on damage to security infrastructure or incomplete report resulting in the offender escaping liability	R250	R350	R 450	Per Incident
Not carrying out a proper handover as stated in SOPS	R250	R350	R 450	Per Incident

Table 5: Penalties that shall apply to the sites for non-compliance with the obligations of the SSP:

27.7 In addition to the above and in the event of the following security officers not being posted or posted late or being absent from his/her place of duty after being posted or under the influence of alcohol or drugs or found sleeping on duty the following penalties shall apply which shall be deducted by the Client from the fees payable to the SSP, as set out in Table 6.

SECURITY OFFICIAL	PENALTY
Shift Supervisor	R1000 per incident
National Key Point Security Officer	R1000 per incident

Table 6: Additional penalties that shall apply to the sites for non-compliance with the obligations:

- 27.8 Notwithstanding any other provision of this Agreement, the penalty deduction shall be limited to a maximum of 50% (fifty percent) of the monthly contract value payable to the SSP in respect of any site.
- 27.9 The Parties may identify additional breaches in the individual Agreement and determine applicable penalties.
- 27.10 Any penalty imposed in terms of this clause 26 shall be offset against the invoiced (vatable) amount, as declared in the SSP's Tax Invoice, to which the penalty has attached, and the VAT payable by the Client to the SSP shall be calculated on the invoiced amount less the service-related penalty imposed.



28. LIABILITY

- 28.1 The SSP shall always be held strictly liable and accepts responsibility for all damage of whatsoever nature due to any acts or omissions of its security officers, servants, agents, assigns, SSPs, and sub-SSPs in the provision of the Security Services provided in terms of this Agreement.
- 28.2 The SSP shall always be held strictly liable and accepts responsibility for all and any loss or damage to or caused by any road motor vehicles, equipment or other material used by the SSP in respect of the Security Service provided in terms of this Agreement.
- 28.3 The SSP shall always be vicariously and strictly liable for all the acts and/or omissions of security officers irrespective of whether acting in the course and within the scope of their duties and employment with the SSP or not. The SSP shall also be liable for losses or damages arising out of the behaviour or action of the guard dogs and patrol horses being deployed on the Client's site.
- 28.4 The SSP irrevocably and unconditionally undertakes to indemnify and keep the Client indemnified and holds the Client harmless against, and, in respect or, all and any loss or damage incurred by the Client as a result of, arising out of or connected with any failure, act or omission or breach of this Agreement by the SSP or any of its employees, security officers, employees, servants, agents, assigns, SSPs, or sub-SSPs or occurring during or as a result of the provision by the SSP of the Security Service. The absolute obligation of the SSP to indemnify the Client on a full indemnity basis against all claims shall include but not limited to:
- a) any damage or loss to the Client's property, whether moveable or immovable;
 - b) loss of property belonging to the Client;
 - c) liability in respect of any loss or damage to property, whether movable or immovable, belonging to third parties;
 - d) liability in respect of lost property belonging to third parties;
 - e) liability arising out of any unlawful act committed by the SSP or its employees during the process of rendering a Security Service; and
 - f) liability in respect of the death, unlawful arrest, injury, illness, or disease of any person, should the damage, loss, unlawful arrest, death, injury, illness, or disease referred to above be attributable to or arise out of the Security Services that are being or have been rendered by the SSP in terms of this Agreement.

29. ADVERTISING AND TRADING

- 29.1 The SSP is prohibited from advertising or publishing in any of its promotional documents or brochures the fact that it is a SSP to the Client unless the prior written authority of the Client's General Manager responsible for Corporate Communication is obtained. The Client reserves all advertising rights on its own premises.

- 29.2 Neither the SSP nor any of the security officers provided by it in terms of this Agreement shall during the term of this Agreement be entitled to conduct any business or to offer any article for sale or distribute any article free of charge on premises of the Client.

30. INTIMIDATION

- 30.1 It is the intention of both Parties that the security officers provided in terms hereof shall, as far as practically possible, not fail to carry out their duties because of any form of intimidation. Should the SSP suspect intimidation of its security officers, it shall take prompt action in conjunction with the SAPS to remedy the situation.
- 30.2 Such action shall, if deemed necessary by the Client, include immediate replacement of the security officers involved.
- 30.3 The SSP shall forthwith notify the Client of any form of intimidation to which its security officers may be subjected.

31. MONITORING AND TESTING OF SECURITY OFFICERS

- 31.1 The Client shall be entitled to monitor the movement or activities of the security officers whilst on duty, either electronically or otherwise, without giving prior notice, written or otherwise, to the security officer or the SSP.
- 31.2 The SSP shall ensure that security officers to be posted on sites agree in writing to the right of the Client to monitor their activities without their knowledge whilst on duty. Such consent shall be made available to the Client before the Security Officer commences his/her duties in terms of this Agreement.
- 31.3 The Client shall be entitled to conduct breathalyser tests or any other tests that may be necessary to establish that the security officers comply with the provisions of this Agreement. The SSP shall ensure that the security officers are informed of this clause and that the necessary consents are obtained and provided to the Client before any security officer commences his or her duties in terms of this Agreement.

32. BREACH

- 32.1 In the event of the SSP failing to promptly commence performance of any obligation for which it is liable, or failing to carry out such obligation, partially or fully, without delay, the Client shall be entitled to appoint an alternate SSP to perform such obligation. Should the Client exercise the right to do so at any stage, it shall also be entitled to claim and recover all damages and costs incurred thereby (directly or indirectly) from the SSP, who hereby undertakes to pay such damages and costs to the Client upon demand.
- 32.2 In the event of either Party to this Agreement committing a breach of any provision of this Agreement ("the defaulting Party"), excluding clause 31.1, and the defaulting Party fails to

remedy such breach within 48 (forty-eight) hours after having received written notice from the other party ("the aggrieved Party") to remedy such breach, the aggrieved Party shall be entitled to terminate this Agreement, immediately, by notice in writing to the defaulting Party.

- 32.3 Without derogating from the provisions of clause 31.2, and in addition thereto, in the event of the SSP for any reason committing a breach of the provisions of clause 31.1 of this Agreement and failing to remedy such breach within 12 (twelve) hours after having received written notice from the Client calling upon it to rectify such breach, the Client shall be entitled to terminate this Agreement, immediately, by notice in writing to the SSP.
- 32.4 Should the SSP's PSIRA certificate for any reason whatsoever be suspended, revoked, set aside, by an appropriate authority or competent person, for any reason whatsoever, or should the SSP's competence to render the Security Services be terminated, or diminished in a material manner, such suspension, revocation, setting aside, termination, or diminution shall be deemed to be a breach of this Agreement and shall entitle the Client to terminate the Agreement forthwith.
- 32.5 Should the SSP's firearm license and competency certificate for any reason whatsoever be suspended, revoked, set aside, by an appropriate authority or competent person, for any reason whatsoever, or should the SSP's competence to render the Security Services be terminated, or diminished in a material manner, such suspension, revocation, setting aside, termination, or diminution shall be deemed to be a breach of this Agreement and shall entitle the Client to terminate the Agreement forthwith.
- 32.6 Should the SSP's insurance(s) for any reason whatsoever be suspended, revoked, set aside, or terminated by its insurance service provider for any reason whatsoever, such suspension, revocation, setting aside, termination, or diminution shall be deemed to be a breach of this Agreement and shall entitle the Client to terminate the Agreement forthwith.
- 32.7 Should the SSP act in conflict with or fail to comply with any statutory provision, regulation, by law, rule or programme or policy or procedure that has a direct bearing on the Security Services, such action or failure shall be deemed to be a breach of this Agreement and shall entitle the Client to terminate the Agreement forthwith.
- 32.8 Should the Client incur any losses, including but not limited to theft of the Client's property, theft of the Client's third-party property, fraud, and any other criminal activities that are to the detriment of the Client, at any of the sites where the SSP is performing the Security Services, such action or failure shall be deemed to be a breach of this Agreement and shall entitle the Client to terminate the Agreement forthwith.
- 32.9 Notwithstanding anything contained to the contrary in this Agreement, the client may terminate this Agreement at any time by giving written notice to the SSP of such termination if:
- a) the SSP is, other than for the purposes of reconstruction or amalgamation, placed under voluntary or compulsory liquidation, provisionally or finally, or resolve to begin business rescue proceedings, or is placed under the supervision and commencing with business rescue proceedings, or takes steps to deregister itself or is deregistered; or

- b) a final and unappealable judgement against the SSP remains unsatisfied for a period of 21 (twenty-one) days or more after it comes to the notice of the board of directors of the SSP; or
- c) the SSP makes any arrangements or composition with all or some of its creditors, or ceases or threatens to cease carrying on business; or
- d) the SSP makes any material incorrect or untrue statement or representation to the Client in connection with any information furnished by it in respect of this Agreement, or, without limitation, in the tender documents preceding the conclusion by the Parties of this Agreement, then upon the occurrence of any 1 (one) or more of such events, the Client may without prejudice to any other rights it may have against the SSP, elect to immediately terminate this Agreement forthwith by written notice of such termination to the SSP.

32.10 Notwithstanding anything to the contrary contained in this Agreement, and in addition to all of its other rights, the Client shall also be entitled to cancel this Agreement, if any event or series of events occurs (whether or not caused by any reasons whatsoever outside the control of the SSP or Client) which, in the reasonable opinion of the Client might have a material or adverse effect on the performance of the Security Service or the operations of Client at any site, whether or not as contemplated in this Agreement.

32.11 Notwithstanding anything to the contrary contained in this Agreement, and in addition to all its other rights, the Client shall also be entitled to cancel this Agreement, in whole or part (as it in its sole discretion may determine) if the SSP colludes with any other party in respect of any tender submitted to the Client.

32.12 Notwithstanding anything to the contrary contained in this Agreement, in the event of security officers and/or employees of the SSP being in any way involved in theft, bribery, fraud, and/or any other criminal activities or misconduct that are to the detriment of the Client (e.g., theft of the Client's property), either while on duty or off duty, then this shall be immediate breach of this Agreement in which event the Client shall have the rights to terminate this Agreement with immediate effect. Such termination by the Client shall not be a dispute as intended in arbitration. And shall not form the subject of any arbitration.

32.13 In the event of a strike action being embarked on by the employees of the SSP, the SSP shall immediately advise the Client of the strike action. The employees of the SSP shall not be allowed onto the premises of the Client for any purposes other than the rendering of the Security Services in terms of this contract. The SSP shall be responsible for the removal of its employees from the premises of the Client, and the cost thereof, in the event of its (the SSP's) employees conducting any activities on the premises of the Client other than the rendering of the Security Services in terms of this Agreement. The SSP shall immediately replace any striking employees with suitably qualified employees so that the operations of the Client are not disrupted in any way. Any additional costs that arise because of the replacement labour shall be for the account of the SSP. Failure to comply with this provision shall constitute a material breach and the Client shall be entitled to terminate this Agreement with immediate effect. In the event of the Client incurring

any losses or damages because of the strike action, the SSP shall be liable for the payment of the losses and/or damages.

32.14 Notwithstanding anything stipulated under the penalty clause the Client shall reserve the right to terminate this Agreement without notice in the event of a Persistent Minor Breach by the SSP.

33. PROVISION OF PERSONNEL

33.1 The SSP shall provide the services of suitably qualified persons to the extent that their services are necessary for the performance by the SSP of the services. The qualification and experience of the qualified persons shall be appropriate and adequate for the purpose of rendering the services.

33.2 Such qualified persons shall not be removed from the project and the rendering of the services, without the prior written consent of TRIM, which consent shall not be unreasonably withheld.

33.3 Whenever, for any reason such persons are unavailable for the performance of the services, the SSP shall as soon as reasonably practically substitute suitably qualified replacements acceptable to the TRIM, without any additional cost to TRIM.

33.4 The TRIM shall have the right to require the SSP, by notice in writing, to immediately remove any person whose continued presence on the project is, in the reasonable opinion of TRIM, undesirable and/or unnecessary. The SSP shall, if so, required by TRIM as soon as reasonably practical, replace any person so removed with a person of equivalent qualifications and skill.

33.5 The SSP and its suitably qualified persons, who are rendering services to TRIM in terms of this agreement shall, for the duration of this agreement, be screened for criminal records and registered in terms of the Private Security Industry Act. No 56 of 2001 and shall comply with the provisions of the Code of Conduct issued in terms of the said Act.

33.6 The SSP shall ensure that its employees involved in the rendering of services in terms of this agreement shall attend, if necessary, Court proceedings as well as disciplinary and arbitration proceedings should TRIM deem it necessary, provided that TRIM has notified the SSP within a reasonable time before the commencement of such proceedings that the presence of the employee(s) of the SSP is/are required to attend such proceedings.

33.7 Table 7 Illustrates **armed** foot patroller composition.

	Day Shift	Night Shift
Grade "C" (Armed)	1	1
Level 3 bullet proof	1	1
Safety Boots + Reflective Jackets	1	1
Firearm .9mm with spare 15 rounds and magazine, OR	1	1
Firearm Shotgun 12 gauge with spare rounds magazine capacity (24hr Availability)	1	1



Flashlight (e.g., Maglite 5 Cell or Similar) 100m beam	0	1
Pepper Spray	1	1
Communication device - Two-way radio PTT with tracking	1	1
Handcuffs – cuff -cable ties	1	1

Table 7 Illustrates armed foot patroller composition.

33.8 Table 8 illustrates **unarmed** foot patroller composition.

	Day Shift	Night Shift	Total
Grade "C" (Unarmed)	1	1	1
Safety Boots + Reflective Jackets	1	1	1
Flashlight (e.g., Maglite 5 Cell or Similar 100m beam)	0	1	1
Pepper Spray	1	1	1
Communication device - Two-way radio PTT with tracking	1	1	1
Handcuffs – cuff -cable ties	1	1	1

Table 8: Unarmed foot patroller composition.

34. DEPLOYMENT REQUIREMENTS

- 34.1 The companies must have staff readily available to be deployed.
- 34.2 All the tools of the trade required must be available immediately.
- 34.3 Where the firearms are proposed TRIM will determine whether the prospective SSPs hold firearm licenses. A certified copy of the SSP's firearm license must be submitted with the tender bid. The SSP's firearm license is subject to verification with the South African Police Services license office.
- 34.5 Companies without Liability insurance would be given one (1) month to obtain the required Liability Insurance (LI). In the first month of starting the contract, induction on security working procedures would be done, to ensure that security officers deployed to execute their duties as expected.
- 34.6 The rail network environment requires appropriate apparel to withstand the harsh conditions of the environment, i.e., bushveld, etc.

35. PERFORMANCE MANAGEMENT

- 35.1 Performance management forms an integral part of RNPS security contract. A performance management tool will form part of all the security services.
- 35.2 The performance will be measured on the number of incidents at each site.

- 35.3 Poor performance and negligence that leads to incidents will be penalised. The penalty will focus on replacement costs of the stolen material or asset(s). Ongoing non-performance and incidents may result in the termination of the contract.
- 35.4 The SSP must report all security related incidents to TRIM within One (1) hour after the discovery of the incidents. The non-reporting of all incidents to TRIM will lead to a breach of trust and a breach of contract which could result in immediate contract termination.
- 35.5 The SPPS will be expected to reduce crime incidents such as motor vehicle theft, laptop theft, Personal computer theft, intellectual property theft, etc.), and this will be performance managed on a month-to-month basis. Processes will be activated at the discretion of TRIM.
- 35.6 TRIM has a right to terminate the service contract if the SSP fails to perform according to the required deliverables. If the SSP fails to rectify and improve the performance in a period of 7 days, the relevant cancellation processes will be activated, as advised by the Master Agreement and/or Service Level Agreement (SLA).

36. DEPLOYMENT OF MULTI-ROTOR AND FIXED-WING DRONES (Where required by the Client)

- 36.1 Where required, the SSP shall deploy drones as directed by TRIM.
- 36.2 The quantity and deployment schedule of such drones shall be determined by operational requirements and agreed in writing prior to deployment.
- 36.3 All drones deployed shall be utilized exclusively for rail operations and network protection purposes.
- 36.4 The SP shall ensure that drone services are cost-effective and demonstrate value for money in line with the rates tendered and operational outcomes required by TRIM.
- 36.5 Table 9 illustrates composition of a multi-rotor drone team.

	Day Shift	Night Shift
PSIRA Grade "C" qualified Pilot	1	1
Pilot with a Qualification UAS with required skill and licenses	Yes	Yes
Grade "C" (Armed) with side arm 9mm or 35sp with spare rounds for holding capacity.	1	1
Safety Boots + Reflective Jackets	2	2
Bullet proof jacket level 3	2	2
Firearm .9mm spare mag 15 rounds –	1	1
Vehicle – Single Cab 2.0L + Canopy (5 000km incl.) (24 hrs.)	1	1
08-hour shifts	Yes	Yes
Flashlight (e.g., Maglite 5 Cell or Similar 100-meter beam)	0	1
Rotar wing drone –minimum 8 kms	1	1
Communication device - Two-way radio PTT with tracking	1	1

Drone batteries last 60 min each and be sufficient for shift- either have sufficient or have charging unit must last 8 hours shift	Yes	Yes
Camera resolution minimum 9 optical zoom	Yes	Yes
Day and night camera with thermal functionality minimum 8 MP	Yes	Yes

Table 9: Multi-rotor drone team

36.6 Table 10 illustrates composition of a fixed-wing drone team.

	Day Shift	Night Shift
PSIRA Grade "C" qualified Pilot	1	1
Pilot with a Qualification UAS with required skill and licenses	Yes	Yes
Sensor Operator	1	1
Grade "C" (Armed)	1	1
Safety Boots + Reflective Jackets	2	2
Bullet proof jacket level 3	3	3
Firearm .9mm with spare mag 15 rounds –	1	1
Vehicle - Double Cab 2.0L + Canopy (5 000km incl.) (24 hrs.)	2	2
08-hour shifts	YES	Yes
Flashlight (e.g., Maglite 5 Cell or Similar 100m beam)	0	1
Fixed wing Drone – minimum 15 kms	1	1
Communication device - Two-way radio PTT with tracking	1	1
Drone batteries last 60 min each and be sufficient for shift- either have sufficient or have charging unit must last 8 hours shift	Yes	Yes
Camera resolution minimum 9 optical zoom	Yes	Yes
Day and night camera with thermal functionality minimum 8 MP	Yes	Yes

Table 10: Fixed-wing drone team

37. DEPLOYMENT OF 2-MAN AND 4-MAN TASK TEAMS

37.1 Where required, the SSP shall deploy dedicated 2-man and 4-man task teams for rapid response, high-risk area patrols, and incident management within the TRIM North Corridor.

37.2 The Task Teams shall operate on a 24/7 basis to supplement RNPS services and address dynamic security threats.

37.3 Table 11 illustrates composition of a 4-man task team.

	Day Shift	Night Shift
Grade "A" (Armed) driver	1	1
Grade "B" (Armed)	3	3
Safety Boots + Reflective Jackets	4	4
Bullet Proof Jacket level 3	4	4
Firearm .9mm spare mag 15 rounds	4	4
Firearm Shotgun 12 gauge (24hr Availability) 10 spare rounds on Bandelier	2	2
Firearm Rifle .223-.556 or (7.62) 30 round magazines with spare magazine and 30 rounds equal to magazine capacity	1	1
Flashlight (e.g., Maglite 5 C Cell or LED Similar) 100M Beam	0	2
Vehicle - Double Cab 2.0L + Canopy (10 000km incl.) (24 hrs.)	1	1
Pepper Spray	4	4
Communication device - Two-way radio PTT- with tracking	1	1
Hand cuffs – cuff -cable ties	4	4
Spotlight 1 million candlelight / Include Battery Pack	No	Yes

Table 11: 4-man task team

37.4 Table 12 illustrates composition of a 2-man task team.

	Day Shift	Night Shift
Grade "B" (Armed) driver	1	1
Grade "C" (Armed)	1	1
Safety Boots + Reflective Jackets	2	2
Firearm .9mm (24 hrs. basis) spare magazine and 15 rounds (Combination for crewman to be discussed)	1	1
Sub rifle BXB 2x magazine as per design specification (NB Long guns for crew only)	1	1
Firearm Shotgun 12-gauge spare rounds x 10 rounds on bandelier /spare magazine equal to mag capacity. (Combination to be discussed)	1	1
Bullet Proof level 3	2	2
Flashlight (e.g., Maglite 5 C Cell or LED Similar) 100M Beam	0	2
Pepper Spray	2	2
Handcuffs – cuff -cable ties	2	2
Vehicle – Single Cab 2.0L + Canopy (10 000km incl.) with vehicle tracking	1	1
Communication device - Two-way radio PTT with tracking	1	1

Table 12: Composition of a 2-man task team.

38. POLYGRAPH TESTING

- 38.1 TRIM reserves the right to require polygraph/vetting examinations for any SSP personnel deployed on the RNPS contract, where there is reasonable suspicion of involvement in criminal activity, misconduct, policy violations, or loss/damage to employer assets. The SSP shall comply with such requests within 5 working days of written instruction from TRIM.
- 38.2 Polygraph tests shall be conducted by a reputable, PSIRA-registered polygraph examiner independent of the SSP.
- 38.3 Testing shall be limited to matters directly related to the contract, site security, theft, vandalism, cable theft, and breach of confidentiality.
- 38.4 Results shall be treated as confidential and shared only with TRIM and the SSP's Senior Management.
- 38.5 All costs associated with the polygraph examination, including examiner fees, travel, and administrative charges, shall be for the account of the SSP.
- 38.6 TRIM shall not be liable for any costs arising from polygraph testing under this clause.
- 38.7 Should an employee fail or refuse to undergo a polygraph test or should results indicate deception related to contract-related offenses, TRIM may instruct the SSP to immediately remove such personnel from site and replace them at no additional cost to TRIM.

- 38.8 Communication must be proactive, transparent, and timely. Regular updates must be provided without the need for repeated follow-ups.
- 38.9 Results must be submitted within five (5) working days.
- 38.10 Members undergoing the polygraph process must be removed from the line until the process is fully completed.
- 38.11 Everyone is to be tested once only. Re-tests may only occur if prior written approval is provided by the client.
- 38.12 Only the questionnaire requested by the client may be used. No changes may be made without prior written approval.
- 38.13 The credentials of the polygraphist must be submitted together with the reports.
- 38.14 Each report must also include the following details: Name
 - 38.14.1 Identity number
 - 38.14.2 Gender
 - 38.14.3 Address
 - 38.14.4 Branch /Depot
 - 38.14.5 Telephone number
 - 38.14.6 Job description
 - 38.14.7 Date of assessment
 - 38.14.8 Reason for assessment
 - 38.14.9 Result of assessment, including whether deception was indicated (Yes/No)
 - 38.14.10 Comments
 - 38.14.11 A recent photograph of an individual tested head shot
 - 38.14.12 The equipment used for the polygraph test (make/model) Any pre-examination admissions made by the individual, confirmed and signed by the polygraphist
 - 38.14.13 Any post-examination admissions made by the individual, confirmed and signed by the polygraphist
 - 38.14.14 The specific questions asked during the polygraph session must be listed in the report, and the result of each question must be clearly shown.