



Annexure C

1. Standard of Conduct

- 1.1. Security forms an integral part in supporting the core business of the Constitution Hill. It is therefore the primary responsibility of the supplier to ensure that each security guard assigned under this agreement shall comply and provide quality and professional service as stipulated in the procedures and regulations.
- 1.2. As part of their duties, the security guards furnished under this agreement will have access to areas which are restricted to the specific areas of responsibilities e.g. employees, visitors, Service Providers and customers. It is required of the supplier to ensure that its guards comply with all regulations, policies and procedures and governing the set areas.

2. Standard of Performance

The SERVICE PROVIDER shall comply with the following:

- 2.1. No security guard or supervisor will be assigned, reassigned or transferred within or away from the site prior notifying Constitution Hill Facilities Manager for the specific site, where the service is rendered.
- 2.2. All staffing will comply with the Constitution Hill standard operating procedures.
- 2.3. Ensure that all assigned personnel pass comprehensive pre-employment background/reference check.
- 2.4. Ensure that all its guards (confirmed for employment at the Constitution Hill site) shall report for all shifts fifteen (15) minutes before the aforementioned hour as to facilitate a smooth shift change over.
- 2.5. Ensure that its employees do not contravene the legislative prescripts. If the service provider fails to comply or take the necessary measures to ensure that its guards comply with the legislative prescripts, Constitution Hill shall reserve the right to implement penalties.
- 2.6. Provide Constitution Hill, seven days prior to commencement of its employee with a letter or affidavit on each of its security guards certifying that the individual has met all the hiring and training requirements as stipulated in PSIRA Act.
- 2.7. Further, the Service Provider shall submit certified copies of the following for each of its personnel:
 - a. South African Police Services record check
 - b. As a minimum, Grade C PSIRA certificate for all guards
 - c. Matric certificate
 - d. Identity document
 - e. Original letter from a doctor confirming that the employee is healthy and can be subjected to physical assessment.

- 2.8. Ensure that all necessary equipment, services or material as required are kept in the condition as required by law, regulations and procedures and readily available for Constitution Hill to inspect and test without prior notice. The inspections will be conducted in such manner so as not to interfere with the ability of the service provider to perform its obligations.
- 2.9. If Constitution Hill determines as a result of these inspection that the services, equipment, documents or materials is not kept satisfactorily, Constitution Hill shall inform the service provider in writing. Constitution Hill shall reserve the right to require the service provider to take immediate action to bring such matters into compliance and/or impose penalties in accordance with a schedule as mutually agreed upon between service provider and Constitution Hill prior to initiation of the contract.

3. Pre-assigning Phase

- 3.1. Constitution Hill further reserves the right to confirm or refuse deployment of any guard who does not meet Constitution Hill pre-assigning minimum requirements.
- 3.2. The SERVICE PROVIDER shall assure Constitution Hill that its guards comply with the following prior to assignment:
 - Ability to read and write English equivalent to the high school certification.
 - Ability to pass physical assessments.
 - Pass the pre-screening process as per Constitution Hill access control procedures, conducting of searches (both vehicle and persons) and conducting of patrols conducted by PSIRA.
 - Receive all courses as required by law, i.e. job specific training pre-specified in Constitution Hill procedures.
 - Constitution Hill reserves the right to conduct criminal background checks, polygraph examination.

4. Assigning Phase

- 4.1. Constitution Hill shall subject the Service Provider to a probation period of three (3) months, at the commencement of the contract period.
- 4.2. If the Service Provider not performing in accordance with user specifications, Constitution Hill reserves the right to terminate the Service Level Agreement (Contract) and may claim damages incurred.

5. Duties of Service Providers Security Guards

It is the primary responsibility of the service provider to ensure that each security guard supplied as per this agreement provide security as defined by the employer for the assets, personnel, information and property. Additional to the primary responsibility the supplier shall ensure that each assigned guard complies with the following duties and responsibilities:

5.1. Control Room Operator Duties

- a. Staff the security control room and operate all the functions, to agreed levels, within it including CCTV, alarm and telephonic and radio systems, as well as the distribution of keys, recording details in the logbook as appropriate.
- b. Direct patrolling security officers to attend incidents and help co-ordinate situations with the Service Provider Site Supervisor.
- c. Undertake single person internal and external patrolling on foot or using vehicular means (including cycles).
- d. Attend and pro-actively deal with any security-related incident, as directed by the control room operator, supervisor or other member of facilities management staff.
- e. Record all incidents in the appropriate format and write concise and accurate incident reports as necessary.
- f. Operate security-related and personal protective equipment following departmental procedures, ensuring the equipment is clean and stored correctly, reporting any faults to the Service Provider Site Supervisor.
- g. Deal professionally with victims of crime and individuals in confrontational situations. It is expected that individuals committing crimes at Constitution Hill will be observed, detained or arrested at the officer's discretion awaiting the arrival of the Police.
- h. Undertake staff training as required and receive guidance and instruction from the supervisor when necessary. Help train new members of patrol staff in working at Constitution Hill and complete assessment forms as required.
- i. Carry out special duties, e.g. in connection with events days, open days; public, visitor or staff demonstrations and attend and assist at any emergency incident as directed by the Service Provider Site Supervisor, Manager or deputy.

5.2. Access Control Duties

- a. Check all personnel access permits, visitor's permits, vehicle permits and laptop/equipment permits for validity against date of issue or expiry date and if necessary against ID document. Prevent access if permits are not valid, cancel permits and refer permit holder to the permit room and/or reception area.
- b. Access to visitors will only be allowed by means of positive identification (identity document, passport or driver's license).
- c. Search all vehicles as per standard operating procedures. Check documentation with regard to toolboxes, equipment, parcels and other items and issue equipment sheets if necessary. Refuse access for prohibited items such as firearms and alcoholic beverages and refer to the Service Provider Site Supervisor on duty.
- d. Enforce all COVID 19 related requirements as per the regulation and organization's policy for access control to public buildings (Temperature screening, Track and Trace register, Social distancing, No mask no entry, etc.)
- e. Check material removal permits and verify content and authorization signature. Confiscate items not described on the removal permit and hand in for safekeeping. Refuse exit with goods if an authorized manager did not sign removal permit.
- f. Lock and secure gates and doors after hours.

5.3. Patrol Duties

- a. Check strategic points against patrol report.
- b. Report and record irregularities, report and record all deviations to the Constitution Hill Site Supervisor.
- c. Secure scenes of crime and/or incidents and inform Constitution Hill Site Supervisor.
- d. Respond to alarms and report to Constitution Hill Site Supervisor.
- e. Monitor the movement of suspicious vehicles/people and report to the Constitution Hill Site Supervisor.
- f. Maintain visibility in all public areas.
- g. Testify in court to present evidence or act as witness in traffic and criminal cases.
- h. Render aid to accident victims and other persons requiring first aid for physical injuries.
- i. Patrol specific area on foot, or motorized equipment, responding promptly to calls for assistance.
- j. Provide for public safety by maintaining order, responding to emergencies, protecting people and property, enforcing motor vehicle and criminal laws, and promoting good public relations.
- k. Record facts to prepare reports that document incidents and activities
- l. Monitor, note, report, and investigate suspicious persons and situations, safety hazards, and unusual or illegal activity in patrol area.
- m. Identify, pursue, and arrest suspects and perpetrators of criminal acts.
- n. Review facts of incidents to determine if criminal act or legal violations were involved.

5.4. Perform Guard Duties

- a. Observe surroundings
- b. Report suspicious incidents/activities/occurrences
- c. Render guarding services at special events hosted on the Constitution Hill precinct.
(**Note: service required on an ad-hoc basis, will be additional costs to Constitution Hill**)

5.5. Ad-hoc Activities

- a. Emergency and response activities.
- b. Testify in court cases/disciplinary hearings if required.
- c. Escort visitors/vehicles or persons when required
- d. Execute external access control duties on request.
- e. Carry out emergency drills when required.

Note: Perform any legitimate activity required

6. Reports



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- 6.1. The Service Provider shall complete and submit a Daily Report form to the Constitution Hill Facilities Manager upon completion of each daily shift.
- 6.2. In the event of an unusual occurrence, the Service Provider shall submit an Incident Report to the Constitution Hill Facilities Manager within eight (8) hours, along with the Daily Report form.
- 6.3. The Service Provider may use Service Provider's forms, subject to prior approval of the Constitution Hill Facilities Manager.
- 6.4. The Service Provider will submit a printed hard copy of the data from the patrol tracking system weekly to the Constitution Hill Facilities Manager.
- 6.5. Any and all reports prepared during the term of this contract shall become the property of Constitution Hill.

7. Equipment

- 7.1. The Service Provider shall furnish all equipment necessary to perform the work as described herein. All equipment shall be kept in good repair and shall conform to all federal, state and local requirements. Required equipment shall include but not be limited to:
 - Vehicle to perform security inspections during shift.
 - Radio communication equipment. The Service Provider shall maintain a radio communication system providing for direct voice communication between the security patrol officer, a central Control Room and appropriate central monitoring centre.
 - Flashlight.
 - Computer and printer for downloading of patrol tracking system information.
- 7.2. The Service Provider will provide a full patrol tracking type system that Constitution Hill can review; it must be user friendly. The Service Provider will provide tags of bar codes for the numbered locations. The Service Provider will be responsible for maintaining all Constitution Hill provided/assigned equipment and replacing broken or lost equipment at their own cost.

8. Service Provider Orientation

Constitution Hill will provide the Service Provider and designated Service Provider's employees with an initial orientation prior to start of Service Provider's operation. Service Provider shall be notified, in writing, of the orientation meeting date, time and location and Service Provider shall ensure that the appropriate personnel are in attendance. It shall be the responsibility of the Service Provider to ensure that employees to be assigned to perform the work described in these specifications, whether or not in attendance at the initial orientation meeting, receive all information distributed at said initial orientation meeting.

9. Staffing and Associated Penalties



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9.1. Overfills

Overfills occur when the service provider supplies too many individuals, or individuals for longer periods than required, or at a higher level than defined by the schedule mutually agreed upon during the term of the contract. Constitution Hill will only pay for the services requested as per the agreement or requested ad-hoc services.

9.2. Shortfalls

Shortfalls occur when the service provider supplies unqualified personnel. Constitution Hill reserves the right to refuse service providers personnel whom deem not to be qualified. No payment will be due to the service provider when there is a shortage of personnel.

9.3. Shortfalls

Shortfalls occur when the required services are not supplied at any post on the work site. Constitution Hill will only pay for time actually worked. If a security guard arrives late for work or leaves early for any reason, the period of absence will not be paid unless the Service Provider fills the vacancies so created. Moreover, the absence of a security guard at a designated post without a replacement constitutes a shortfall for a portion of the shift.

9.4. Double Postings

Whenever it becomes necessary to assign or reassign an individual to a post for the first time, the service provider shall arrange, at its expense, to have the new individual “double bank” with an experienced employee for at least a period of two (2) days before having the inexperienced individual take over any post on his or her own. The Service Provider will bear the associated expense for the double postings.

9.5. Turnover

Turnover is the number of security personnel hired to replace those leaving or dropped from the Service Provider’s workforce. The turnover rate will be expressed in terms of actual number of hired replacements. Turnover will be calculated on an annual basis and a turnover rate in excess of the established rate will be considered unacceptable and may lead to penalties being imposed against the company. The acceptable turnover rate is five percent (5%) or less of total number of personnel assigned to Constitution Hill.

10. Change of Shift

The Service Provider shall ensure that continuous coverage is maintained during shift changes. Under no circumstances, will there be a total absence of security service personnel during the hours covered by this contract.



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11. Penalties

See schedule with penalties – Appendix 1

12. Length of Daily Assignment

No security person will be allowed to work more than **12 consecutive hours**. Only Constitution Hill can declare an emergency and authorise the service provider to hold their security personnel beyond the 12-hour requirement. Nor shall any security guard report for duty with **less** than 12 hours' rest from having worked a previous shift, unless such reporting is necessitated by an emergency.

13. Subcontracting and Assignments

The contract shall not be assigned or subcontracted in whole or in part, by the Service Provider without prior approval from Constitution Hill. Any attempted assignment or subcontracting hereunder without the prior written consent of Constitution Hill shall be void.

14. Continuous Service Improvement

The Service Provider shall prepare and maintain a continuous service improvement plan for all services supplied to Constitution Hill. This shall include, but not be limited to:

- a. Opportunities to reduce risk to the services;
- b. Opportunities to reduce the cost of services to Constitution Hill;
- c. Opportunities to improve service performance;
- d. Opportunities to increase service availability;
- e. Updates on existing improvement projects;
- f. Metrics on recently implemented improvement projects.

15. Service Management

15.1. Service Governance Arrangements

- 15.1.1. The Service Provider shall appoint a Site Representative who shall:
 - a. be responsible for the provision of the Services provided to Constitution Hill;
 - b. be contactable by Constitution Hill during core hours;
 - c. attend regular Constitution Hill meetings at locations and frequencies specified by Constitution Hill;
 - d. attend ad-hoc meetings with Constitution Hill when requested to do so.
- 15.1.2. The Service Provider shall identify a senior manager to be the point of escalation for any issues that cannot be resolved by the Site Representative.
- 15.1.3. The Service Provider is to provide the CV for its proposed Site Representative and also references from other customers.

- 15.1.4. The Service Provider shall not replace the Site Representative or the Senior Manager during the contract without Constitution Hill written agreement to the proposed replacements.
- 15.1.5. The Service Provider shall provide details of the proposed service governance arrangements in its proposal, including as a minimum:
 - a. The position of the Site Representative and the Senior Manager within the Service Provider's organisation;
 - b. The relevant skills and experience of the Site Representative and of the Senior Manager.

15.2. Service Reporting

- 15.2.1. The Service Provider is to provide a written Monthly Report which provides the information required by Constitution Hill to assess the quality of the services provided and to determine the payment due for the services.
- 15.2.2. As a minimum the Monthly Report shall include the following:
 - a. An overview of the key points from the Monthly Report;
 - b. Details of performance against all agreed SLAs and KPIs;
 - c. Explanation of the reasons for any failure to achieve target performance levels, together with description of any steps being taken to avoid any problems recurring;
 - d. A summary of incidents in the reporting period, broken down by priority and type, and identifying any trends and preventative actions being taken;
 - e. A summary of capacity, fault, performance and any other relevant trends, together with recommendations as to any necessary actions to maintain or improve service levels;
 - f. Details of any proposed plans for planned enhancements or maintenance and the way in which any consequent service disruption will be minimized;
- 15.2.3. A report is to be provided by the Service Provider within five (5) working days of the end of the month to which the report relates.

15.3. Meetings

- 15.3.1. The Service Provider's Site Representative, and other Service Provider staff as deemed appropriate by Constitution Hill, shall attend:
 - a. Quarterly Service Management Meetings: at which the performance of the Service Provider up to the previous quarter shall be discussed and any issues or risks addressed, together with any other agenda items identified by the Service Provider or Constitution Hill;
 - b. Annual Review Meetings: These shall take a more strategic view of the Contract and shall include, as well as the topics discussed during the Quarterly Service management Meetings, the following items:
 - i. Review of the Service Handbook;
 - ii. Pricing review;
 - iii. Review of the SLAs and KPIs;
 - c. Meetings with internal and external auditors.



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15.3.2. The Service Provider shall provide Constitution Hill with a minimum of five (5) working days' notice for all meetings, except in response to a Major Incident or other emergency.

15.3.3. The Service Provider shall be responsible for:

- a. Arranging all meetings, including:
 - i. identifying and notifying all attendees;
 - ii. ensuring that the venue and any required facilities are available;
 - iii. agreeing and issuing meeting agendas;
- b. Preparing draft minutes of all formal meetings with Constitution Hill and issuing them to Constitution Hill for review within five (5) working days of each meeting;
- c. Updating the draft minutes in response to comments from Constitution Hill and re-issuing the minutes in final form, correctly implementing the Constitution Hill's comments, within five (5) working days of the receipt of the comments from Constitution Hill.

15.4. Invoicing

15.4.1. The Service Provider shall bill Constitution Hill once per month for the service provided.

15.4.2. The Service Provider shall provide invoices electronically and/or via mail.

15.5. Service Agreement

15.5.1. The Service Provider shall publish a service agreement or handbook that includes:

- a. Contact details for the Service Provider and Constitution Hill key parties;
- b. Details of the equipment and service provided;
- c. Details of the support provided;
- d. Details of the sites to which services are provided;
- e. Details of complaints logging procedures for all services;
- f. Roles and Responsibilities;
- g. Details of the escalation procedure.

15.5.2. The Service Agreement shall be updated following any major change or annually if no such changes have taken place.

16. Confidentiality

16.1. All documents and information provided by either Party to the other during or in connection with the performance of this Agreement shall be treated as confidential. Such documents and information shall not be used by the receiving party except for the purposes for which they were made available and such documents and information shall not be disclosed by the receiving party to any other person without the prior written consent of the issuing party. The Parties shall use all reasonable endeavors to ensure that its employees are under a similar obligation of

confidentiality in respect of the relevant documents and information. The above restriction shall not apply to information which:

- is already in the public domain; or
- is disclosed to the Service Provider without any obligation of confidence by a third party
- who has not derived it directly or indirectly from the service provider; or
- is trivial or cannot reasonably be considered to be confidential; or
- relates to the performance of Constitution Hill in relation to delivery of the Project.

16.2. The Parties will ensure that information deemed confidential is only released to a third party with the prior written authority of Constitution Hill.

17. Criminal Procedure and PSIRA Acts

- 17.1. The Service Provider shall ensure that security personnel are properly trained in all aspects of the Criminal Procedures Act (as amended) and in particular their powers of arrest and search. The Service Provider also indemnifies Constitution Hill against any claims (including legal costs on the attorney-and-own-Client scale) made against Constitution Hill due to the security personnel not complying with the provisions of the Criminal Procedures Act or any other law.
- 17.2. Constitution Hill shall, where necessary and as soon as reasonably possible, furnish the Service Provider with the necessary authority under Section 42(3) of the Criminal Procedures Act as amended (Act 51 of 1977).
- 17.3. The Service Provider and his employees must be registered in terms of the Private Security Industry Regulation Act (Act 56 of 2001) as amended

DIGNITY
JUSTICE
RESPECT
FREEDOM
EQUALITY
DIVERSITY
DEMOCRACY

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