NEC3 Engineering Construction Contract (ECC)

entered into by and between

Transnet SOC Ltd
Registration Number 1990/000900/30
(hereinafter referred to as the "Employer")

and

Registration Number
(hereinafter referred to as the "Contractor")

Description of the Works: Supply, Delivery, Installation, Wiring and Certification of CCTV, Access Control Systems and Intercom for the main & pedestrian Gates at Waterfall Business Estate

Contract Number 3737363.57C
Issue Date 22 November 2018
Clarification Meeting 29 November @ 10:00
Closing Date 06 December 2018
Closing Time 12h00 PM
Bid Validity Period 90 Business Working Days from Closing Date
TRANSPORT GROUP CAPITAL
Enquiry Number: 3737363.57C
Description of Works: Supply, Delivery, Installation, Wiring and Certification of CCTV, Access Control Systems and Intercom for the main & pedestrian Gates at Waterfall Business Estate

CONTRACT DOCUMENTS

Form of Offer & Acceptance
Contract Data
  Part One – Data provided by the Employer
  Part Two – Data provided by the Contractor
Conditions of Contract (3rd Edition – available separately)
Pricing Data
Scope of Work
T1.1 Tender Notice and Invitation to Tender

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO BID

Responses to this Tender [hereinafter referred to as a Tender] are requested from persons, companies, close corporations or enterprises [hereinafter referred to as a Tenderer].

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>Supply, Delivery, Installation, Wiring and Certification of CCTV, Access Control Systems and Intercom for the main &amp; pedestrian Gates at Waterfall Business Estate</th>
</tr>
</thead>
<tbody>
<tr>
<td>COLLECT DOCUMENTS FROM</td>
<td>This Tender may be downloaded directly from the National Treasury eTender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> free of charge. As well as on TGC website</td>
</tr>
<tr>
<td>COMPULSORY BRIEFING SESSION</td>
<td>compulsory clarification meeting with representatives of the Employer will take place at: 9 Country Estate Drive, Business Waterfall Estate, Jukskei View on Thursday the 29 November 2018 @ 10:00 am.</td>
</tr>
<tr>
<td>CLOSING DATE</td>
<td>12:00 PM on Friday, 06 December 2018</td>
</tr>
<tr>
<td>VALIDITY PERIOD</td>
<td>90 Business Working Days from Closing Date</td>
</tr>
</tbody>
</table>

Tenderers must ensure that tenders are delivered timeously to the correct address. As a general rule, if a tender is late or delivered to the incorrect address, it will not be accepted for consideration.

Tenderers are to note that they may be requested to extend the validity period of their tender, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful Tenderer(s), the validity of the successful Tenderer(s)' bid will be deemed to remain valid until a final contract has been concluded.

2. FORMAL BRIEFING

A compulsory Tender briefing will be conducted Thursday on the 29 November 2018, at 10:00 am [10 O'clock] for a period of ± 2 (two) hours at 9 Country Estate Drive, Business Waterfall Estate, Jukskei View. [Tenderers to provide own transportation and accommodation]. The briefing session will start punctually and information will not be repeated for the benefit of Tenderers arriving late.

2.1 A Certificate of Attendance in the form set out in the Returnable Schedule T2.2-15 hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory site meeting and/or tender briefing. Tenders are required to bring this Returnable Schedule T2.2-15 (attached to the Tender document) to the briefing session to be signed by the Employer's Representative.

2.2 Tenderers failing to attend the compulsory tender briefing will be disqualified.

2.3 Respondents without a valid RFP document in their possession will not be allowed to attend the RFP briefing.
3. TENDER SUBMISSION

Tender Offers must be submitted in a sealed envelope addressed as follows:

The Secretariat, Transnet Group Capital Acquisition Council
RFP No: 3737363.57C
Description: Supply, Delivery, Installation, Wiring and Certification of CCTV, Access Control Systems and Intercom for the main & pedestrian Gates at Waterfall Business Estate

Closing date and time: Thursday, 06 December 2018 at 12:00
Closing address:
TRANSNET GROUP CAPITAL
GROUND FLOOR
WATERFALL BUSINESS ESTATE
9 COUNTRY ESTATE DRIVE
MIDRAND
1662

All envelopes must reflect the return address of the Respondent on the reverse side.

4. DELIVERY INSTRUCTIONS FOR TENDER

4.1. Delivery by hand

If delivered by hand, the envelope must be deposited in the Transnet tender box which is located at 9 Country Estate Drive, Waterfall Business Estate, Midrand, 1662 and must be addressed as follows:

THE SECRETARIAT
TRANSNET GROUP CAPITAL ACQUISITION COUNCIL
GROUND FLOOR
WATERFALL BUSINESS ESTATE
9 COUNTRY ESTATE DRIVE
MIDRAND
1662

The measurements of the "tender slot" are 400mm wide x 100mm high, and Tenderers must please ensure that tender documents or files are no larger than the above dimensions. Tenders which are too bulky [i.e. more than 100mm thick] must be split into two or more files, and placed in separate envelopes, each such envelope to be addressed as required in paragraph 0 above.
4.2 Dispatch by courier

If dispatched by courier, the envelope must be addressed as follows and delivered to the Office of The Secretariat, Transnet Group Capital Acquisition Council and a signature obtained from that Office:

THE SECRETARIAT
TRANSNET GROUP CAPITAL ACQUISITION COUNCIL
GROUND FLOOR
WATERFALL BUSINESS ESTATE
9 COUNTRY ESTATE DRIVE
MIDRAND
1662

4.3 If tender offers are not delivered as stipulated herein, such tenders will not be considered.

4.4 No email or faxed tenders will be considered, unless otherwise stated herein.

4.5 The tender offers to this tender will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of tenders, disclose to any other company any confidential details pertaining to the Tender Offers / information received, i.e. pricing, delivery, etc. The names and locations of the Tenderers will be divulged to other Tenderers upon request.

4.6 Envelopes must not contain documents relating to any Tender other than that shown on the envelope.

5. National Treasury's Central Contractor Database

7.1 Tenderers are required to self-register on National Treasury's Central Contractor Database (CSD) which has been established to centrally administer Contractor information for all organs of state and facilitate the verification of certain key Contractor information. The CSD can be accessed https://secure.csd.gov.za/. Tenderers are required to provide the following to Transnet in order to enable it to verify information on the CSD:

Contractor Number............................................ and Unique Reference Number............................................
Transnet urges its clients, suppliers and the general public
to report any fraud or corruption to
TIP-OFFS ANONYMOUS: 0800 003 056 OR Transnet@tip-offs.com

ACKNOWLEDGMENT OF RECEIPT OF DOCUMENTS
AND INTENTION TO TENDER
(To be returned within 5 days after receipt)

FAX TO: Transnet Group Capital Project 3737363
Attention: Nnemo Pyana No.:
Email: nnemo.pyana@transnet.net Tender 3737363.57C

Closing 06 December 2018 Date

For: Supply, Delivery, Installation, Wiring and Certification of CCTV, Access Control Systems
and Intercom for the main & pedestrian Gates at Waterfall Business Estate

We: Do wish to tender for the work and shall return our tender by the due
date above
Do not wish to tender on this occasion and herewith return all your
documents received.

REASON FOR NOT TENDERING:

__________________________________________________________________________

COMPANY'S NAME, ADDRESS, CONTACT, PHONE AND TELEFAX NUMBERS

__________________________________________________________________________

__________________________________________________________________________

SIGNATURE: ____________________________

TITLE: ____________________________
T1.2 Tender Data


This edition incorporates the amendments made in Board Notice 136 of 2015 in Government Gazette 38960 of 10 July 2015 and the erratum notices issued thereafter (see www.cidb.org.za).

The Standard Conditions of Tender make several references to Tender data for detail that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced in the left-hand column to the clause in the Standard Conditions of Tender to which it mainly applies.

<table>
<thead>
<tr>
<th>Clause</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>F.1.1</td>
<td>The Employer is Transnet SOC Ltd (Reg No. 1990/000900/30)</td>
</tr>
<tr>
<td>F.1.2</td>
<td>The tender documents issued by the Employer comprise:</td>
</tr>
<tr>
<td></td>
<td><strong>Part T: The Tender</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Part T1: Tendering procedures</strong></td>
</tr>
<tr>
<td></td>
<td>T1.1 Tender notice and invitation to tender</td>
</tr>
<tr>
<td></td>
<td>T1.2 Tender data</td>
</tr>
<tr>
<td></td>
<td><strong>Part T2: Returnable documents</strong></td>
</tr>
<tr>
<td></td>
<td>T2.1 List of returnable documents</td>
</tr>
<tr>
<td></td>
<td>T2.2 Returnable schedules</td>
</tr>
<tr>
<td></td>
<td><strong>Part C: The contract</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Part C1: Agreements and contract data</strong></td>
</tr>
<tr>
<td></td>
<td>C1.1 Form of offer and acceptance</td>
</tr>
<tr>
<td></td>
<td>C1.2 Contract data (Part 1 &amp; 2)</td>
</tr>
<tr>
<td></td>
<td><strong>Part C2: Pricing data</strong></td>
</tr>
<tr>
<td></td>
<td>C2.1 Pricing instructions</td>
</tr>
<tr>
<td></td>
<td>C2.2 Bill of Quantities</td>
</tr>
<tr>
<td></td>
<td><strong>Part C3: Scope of work</strong></td>
</tr>
<tr>
<td></td>
<td>C3.1 Works Information</td>
</tr>
<tr>
<td>F.1.4</td>
<td>The Employer's agent is: Regional Procurement Manager</td>
</tr>
<tr>
<td></td>
<td>Name: Matsietsi Ramalitsi</td>
</tr>
</tbody>
</table>

March 2015
F.2.1 Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:

(2) A tender that fails to meet any criteria stipulated in the tender document is an unacceptable

1. Quality (Functionality) Criteria

Only those tenderers who attain the minimum number of evaluation points for Quality (functionality) will be eligible for further evaluation; failure to meet the minimum threshold of 60 will result in the tender being disqualified and removed from further consideration.

Transnet reserves the right to lower the threshold from 60 to 55 should there be no bidder who attain 60 as stipulated.

The evaluation criteria for measuring functionality and the points for each criteria and, if any, each sub-criterion are as stated in F.3.11.3 below.

The minimum qualifying for score for functionality is 60 points.

F.2.7 The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.

Tenderers must sign the attendance register in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance register. Tenderers are also required to bring their RFP document to the briefing session and have their returnable document T2.2-15 certificate of attendance signed off by the Employer’s authorised representative.

F.2.12 No alternative tender offers will be considered

F.2.13.3 Parts of each tender offer communicated on paper shall be as an original, plus 1 (One) copy and shall be in the English Language.

F.2.13.5 The Employer’s details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:

Location of tender box

- Ground Floor
- 9 Country Estate Drive
- Waterfall Business Estate
- 1662

Physical address:

- 9 Country Estate Drive
- Waterfall Business Estate
- 1662
Identification details: The tender documents must be submitted labelled with:

- Name of Tenderer:
- Contact person and details:
- The Tender Number: 3737363.57C
- The Tender Description:
  Supply, Delivery, Installation, Wiring and Certification of CCTV, Access Control Systems and Intercom for the main & pedestrian Gates at Waterfall Business Estate

The measurements of the "tender slot" are 400mm wide by 100mm high, and Tenderers must please ensure that tender documents or files are no larger than the above dimensions. Tenders which are too bulky [i.e. more than 100mm thick] must be split into two or more files, and placed in separate envelopes, each such envelope to be addressed as required. **NO LATE TENDERS WILL BE ACCEPTED**

F.2.13.9 Telephonic, telegraphic, facsimile or e-mailed tender offers will not be accepted.

F.2.15 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

F.2.16 The tender offer validity period is **90 Business working days** after the closing date

F.2.18 Provide, on request by the Employer, any other material information that has a bearing on the tender offer, the tenderer’s commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the Employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for of submission stated in the Employer’s request, the Employer may regard the tender offer as non-responsive.

F.2.23 The tenderer is required to submit with his tender:
1. A valid Tax Clearance Certificate issued by the South African Revenue Services. **Please note that with effect from 15 April 2016 SARS introduced a new Tax Compliance Status System (TCS) which replaces the old Tax Clearance Certificate System (TCC) which requires Tenderers to provide Transnet with a TCS PIN to verify Tenderers compliance status;**
2. A valid certified SANAS accredited B-BBEE verification certificate, and
3. Certified Letter of Good Standing with the Workmen’s compensation fund

Note: Refer to Section T2.1 for List of Returnable Documents

F.3 The time and location for opening of the offers are:
Time: **12:00pm on the 06 December 2018**
Location: **Transnet Group Capital, Ground Floor, 9 Country Estate Drive, Business Waterfall Estate, 1662**

F.3.11.1 The minimum number of evaluation points for functionality is: **60**

F.3.11.3 The procedure for the evaluation of responsive tenders is Method 2 (Functionality, Price and Preference):

Only those tenderers who attain the minimum number of evaluation points for Quality (functionality) will be eligible for further evaluation, failure to meet the minimum threshold will result in the tender being disqualified and removed from further consideration.
In the event that all tenderers that are evaluated in terms of functionality do not meet the minimum stipulated points for functionality, Transnet reserves the right to lower the minimum stipulated threshold points (threshold) from 60 (Sixty) to 55 (Fifty Five) points.

**Functionality Criteria**

The functionality criteria and maximum score in respect of each of the criteria are as follows:

<table>
<thead>
<tr>
<th>CRITERIA</th>
<th>Weighting</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>T2.2-2 Programme</strong></td>
<td>25</td>
</tr>
<tr>
<td>Programmes submitted by the tenderers will be awarded points as distributed for the following aspect:</td>
<td></td>
</tr>
<tr>
<td>• Ability to execute the works in terms of the Employer’s requirements within the required timeframe indicating the order and timing of the construction that will take place in order to provide the works.</td>
<td></td>
</tr>
<tr>
<td>• Key Dates, Planned Completion Date &amp; Completion Date</td>
<td></td>
</tr>
<tr>
<td>• All activities to be logically tied using critical path method (CPM).</td>
<td></td>
</tr>
<tr>
<td>• Level 3 schedule Requirements as listed in the NEC3, ECC.</td>
<td></td>
</tr>
<tr>
<td>• Software Programme used (Preferably Primavera or MS Project)</td>
<td></td>
</tr>
<tr>
<td>• Estimated Duration = 2 Weeks</td>
<td></td>
</tr>
<tr>
<td><strong>T2.2-7 Management of CV’s of key person</strong></td>
<td></td>
</tr>
<tr>
<td>Company organogram</td>
<td></td>
</tr>
<tr>
<td>• Company organogram must reflect the current status of company including those who will be working on the project.</td>
<td></td>
</tr>
<tr>
<td>Personnel CV’s of allocated to the project</td>
<td></td>
</tr>
<tr>
<td>• Personnel CV’s allocated to the project must be submitted (including Qualifications)</td>
<td></td>
</tr>
<tr>
<td>Personnel qualifications and related experience</td>
<td></td>
</tr>
<tr>
<td>• Conform to related experience to the project</td>
<td></td>
</tr>
<tr>
<td>Management, Supervisory and Professional staff</td>
<td></td>
</tr>
<tr>
<td>Shall indicate professional staff with more than 3 years’ experience in work related environment</td>
<td></td>
</tr>
<tr>
<td><strong>T2.2-21 Environmental Management</strong></td>
<td></td>
</tr>
<tr>
<td>• General Practices &amp; Procedures that indicate clear understanding of intention to meet legislation &amp; the Employer’s requirements and outline how it will be achieved through the site investigations and</td>
<td></td>
</tr>
</tbody>
</table>

March 2015
design considerations.

- Compliance of practices and procedures in relation to project needs
- Signed declaration of Understanding (Safety, Health & Environmental)
- Environmental management plan
- Budget provision for the implementation of environmental management requirements.

The measure of ability of the tenderer to undertake the project and complete it within the environmental specification provided.

### T2.2-22 Health and safety plan

- Valid letter of good standing with insurance body.
- Contractor Safety Questionnaire
- Signed statement acknowledging receiving and budget provision for SHE pack requirements.
- Safety Management Plan
- CV's, Roles & responsibilities and competency of legal appointments
  - Sec 16.2
  - Supervisor/s
  - SHE Rep/s
  - First Aider
  - Safety Officer
- Safety, Health & Environmental Policies
- Construction Safety File (Index) and Construction Safety Work Method Statement

### T2.2-25 Previous Experience

**Previous Experience**

Evidence of previous Projects completed with project values with contactable references

- At least 3 projects where similar works were undertaken: Supply, installation and commissioning of CCTV, Access Control Systems and Intercom systems.

**Company profile**

- Firms shall have at least 3 years + in business industry
**Industry**

Firms shall have experience in similar works

| Maximum possible score for quality | 100/60 |

Functionality shall be scored independently by not less than 3 (three) evaluators and averaged in accordance with the following schedules:

- T2.2-2 Programme
- T2.2-7 Management of CV's of key person
- T2.2-21 Environmental Management
- T2.2-22 Health and Safety Plan
- T2.2-25 Previous Experience

The minimum number of evaluation points for functionality is **60**

Each evaluation criteria will be assessed in terms of scores of 0, 20, 40, 60, 80 or 100. The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for functionality, unless scored collectively. (See CIDB Inform Practice Note #9)

**In the event that all tenderers that are evaluated in terms of functionality do not meet the minimum stipulated points (threshold) for functionality, Transnet reserves the right to lower the minimum stipulated points (threshold) from 60 (Sixty) to 55 (Fifty Five) Points.**

**Note:** Any tender not complying with the above mentioned stipulations, will be regarded as non-responsive and will therefore **not** be considered for further evaluation. This note must be read in conjunction with Clause F.2.1.

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**F.3.11.7** The financial offer will be scored using Formula 2 (option 1) in Table F.1 where the value of $W_1$ is:

90 where the financial value of one or more responsive tenders received have a value above R 50 million, inclusive of all applicable taxes.

Up to 100 minus $W_1$ tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed. Should the BBBEE rating not be provided, tenderers with no verification will score zero points for preferencing.

(Should the BBBEE rating not be provided, Transnet reserves the right to award no points. Transnet also reserves the right to carry out an independent audit of the tenderers scorecard components at any stage from the date of close of the tenders until completion of the contract. Tenderers with no accreditation will score zero points for preferencing.)

**F.3.13** Tender offers will only be accepted if:
a) the tenderer submits an original valid Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations. Please note that with effect from 15 April 2016 SARS introduced a new Tax Compliance Status System (TCS) which replaces the old Tax Clearance Certificate System (TCC) which requires Tenderers to provide Transnet with a TCS pin to verify Tenderers compliance status;

b) the tenderer submits a Letter of Intent from a bank or an insurer undertaking to provide the Performance Bond to the format included in Part T2.2-18 (Form of Intent to Provide a Performance Guarantee) of this procurement document;

c) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;

d) the tenderer does not appear on Transnet list for restricted tenderers and National Treasury's list of Tender Defaulters;

e) the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;

f) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;

g) the Employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.

h) the tenderer fully and properly completes T2.2-34 Supplier Declaration Form

i) Respondents are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. The CSD can be accessed at https://secure.csd.gov.za/. Respondents are required to provide the following to Transnet in order to enable it to verify information on the CSD: Supplier Number and Unique registration reference number.

F.3.17 The number of paper copies of the signed contract to be provided by the Employer is 1 (one).
T2.2-15: Certificate of Attendance at Tender Clarification Meeting

This is to certify that

(Tenderer)

of

(address)

was represented by the person(s) named below at the compulsory tender clarification meeting

<table>
<thead>
<tr>
<th>Held at:</th>
<th>9 Country Estate Drive, Waterfall Business Estate, Jukskei View</th>
</tr>
</thead>
<tbody>
<tr>
<td>On (date)</td>
<td>Starting time:</td>
</tr>
</tbody>
</table>

As the tenderer we undertake that by said persons attending the clarification meeting we have made it our business to familiarise ourselves with all aspects of the supply specified in the tender documents in order for us to take account of everything necessary to provide a responsive tender offer and to compile our rates and prices included in the tender offer.

We further understand that in addition to any queries raised on behalf of us at the meeting we may still approach the Procurement Officer to request clarification of the tender documents until no later then five working days before the tender closing time stated in the Tender Data.
Particulars of person(s) attending the meeting:

Name

Signature

Capacity

Name

Signature

Capacity

Attendance of the above persons at the meeting was confirmed by the procuring organisation's representative as follows:

Name

Nnemo Pyana

Signature

Capacity

Procurement Officer

Date & time
T2.2-2: Programme

The tender must provide a programme which provides the detail that would indicate the order and timing of activities to carry out the services in terms of the Employer's requirements and within the stipulated timeframes.

Programmes submitted by the tenderers will be awarded points as distributed for the following aspect:

- Ability to execute the works in terms of the Employer's requirements within the required timeframe indicating the order and timing of the construction that will take place in order to provide the works.
- Key Dates, Planned Completion Date & Completion Date
- All activities to be logically tied using critical path method (CPM).
- Level 3 schedule Requirements as listed in the NEC3, ECC.
- Software Programme used (Preferably Primavera or MS Project)

Estimated Duration = 2 Weeks

The Programme to indicate the following as a minimum:

<table>
<thead>
<tr>
<th>Activity No</th>
<th>Activity description</th>
<th>Start date</th>
<th>Finish date</th>
<th>Preceding activities</th>
<th>Time risk allowances (TRA)</th>
</tr>
</thead>
</table>

The table below will be used as guidelines for scoring/evaluating the programme submitted by the Tenderer:

<table>
<thead>
<tr>
<th>Score 0</th>
<th>Bidder has not submitted the required information/Submitted information cannot be rated.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Score 20</td>
<td>A detrimental response - limited or poor evidence, high probability that the employer's requirements will not be met.</td>
</tr>
<tr>
<td></td>
<td>• Programme without Work Breakdown Structure (WBS)</td>
</tr>
<tr>
<td></td>
<td>• Contract period not as per contract data</td>
</tr>
<tr>
<td>Score 40</td>
<td>Programme and Work Breakdown Structure (WBS) not complete or does not represent a clear understanding of the project requirements;</td>
</tr>
<tr>
<td></td>
<td>• Contract period not as per contract data</td>
</tr>
<tr>
<td></td>
<td>• Software programme used not Primavera.</td>
</tr>
<tr>
<td>Score 60</td>
<td>Programme and Work Breakdown Structure (WBS) complete and corresponds to method statement with minor discrepancies;</td>
</tr>
<tr>
<td></td>
<td>• Contract period as per contract data</td>
</tr>
<tr>
<td></td>
<td>• Software programme used (Primavera or MS Project)</td>
</tr>
<tr>
<td></td>
<td>• Starting Date, Key Dates, Planned Completion Date &amp; Completion Date</td>
</tr>
<tr>
<td>Score 80</td>
<td>Programme and Work Breakdown Structure (WBS) complete and corresponds to method statement;</td>
</tr>
<tr>
<td></td>
<td>• Level 4 schedule that is Resource and Cost loaded</td>
</tr>
<tr>
<td></td>
<td>• Contract period as per contract data</td>
</tr>
<tr>
<td></td>
<td>• Software programme used (Primavera or MS Project)</td>
</tr>
<tr>
<td></td>
<td>• Starting Date, Key Dates, and Planned Completion Date &amp; Completion Date</td>
</tr>
<tr>
<td>Score 100</td>
<td>Programme and Work Breakdown Structure (WBS) very well understood and presented, complete and corresponds to method statement. Level 4 schedule that is Resource and Cost loaded. Contract period as per contract data. Software programme used (Primavera or MS Project) Starting Date, Key Dates, and Planned Completion Date &amp; Completion Date clearly stated. All activities to be logically tied using critical path method (CPM). Provision for SHEQ requirement.</td>
</tr>
</tbody>
</table>

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Tenderer
TRANSNET GROUP CAPITAL
Enquiry Number: 3737363.57C
Description of Works: Supply, Delivery, Installation, Wiring and Certification of CCTV, Access Control Systems and Intercom for the main & pedestrian Gates at Waterfall Business Estate

T2.2-7: Management & CV's of Key Persons – NEC3 ECC

The tender must be able to demonstrate that the project personnel have sufficient knowledge, experience and qualifications to provide the required service.

Submit the following documents as a minimum with your tender document:

Company organogram
- Company organogram must reflect the current status of company including those who will be working on the project.

Personnel CV’s of allocated to the project
- Personnel CV’s allocated to the project must be submitted (Including Qualifications)

Personnel qualifications and related experience
- Conform to related experience to the project

Management, Supervisory and Professional staff

Shall indicate professional staff with more than 3 years’ experience in work related environment

Note: CV’s and profiles should show experience, background and track record in similar types of projects

<table>
<thead>
<tr>
<th>Attached submissions to this schedule:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

The table below will be used as guidelines for scoring/evaluating the management and CV’s of key persons submitted by the Tenderer:
**Score 0**
Bidder has not submitted the required information/cannot be rated.

**Score 20**
- Project Manager.
- Site Supervisor.

**Score 40**
- Project Manager.
- Site Supervisor.
- SHE Personnel.

**Score 60**
- Project Manager.
- Site Supervisor.
- Quality Officer.
- SHE Personnel.

**Score 80**
- Project Manager.
- Site Supervisor.
- Project Planner/scheduler.
- SHE Personnel.
- Quality Officer.

**Score 100**
- Project Manager.
- Site Supervisor.
- Project Planner/Scheduler.
- Costing personnel.
- SHE Personnel.
- Quality Officer.
- Experience of the staff allocated to the project and availability of skills to manage and perform the contract must be clearly indicated.

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed ___________________________ Date ___________________________

Name ___________________________ Position ___________________________

Tenderer ___________________________
T2.2-21: Evaluation Schedule: Environmental Management

- General Practices & Procedures that indicate clear understanding of intention to meet legislation & the Employer’s requirements and outline how it will be achieved through the site investigations and design considerations.
- Compliance of practices and procedures in relation to project needs
- Signed declaration of Understanding (Safety, Health & Environmental)
- Environmental management plan
- Budget provision for the implementation of environmental management requirements.

The measure of ability of the tenderer to undertake the project and complete it within the environmental specification provided

The scoring of the Tenderer’s Environmental Management submission (1-8) will be as follows:

<table>
<thead>
<tr>
<th>Score 0</th>
<th>Bidder has not submitted the required information/ cannot be rated.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Score 20</td>
<td>Tenderer must explain own internal environmental management system (EMS) approach and attach EMS manual including its own environmental management policy. Environmental staff has inadequate experience and/or qualifications. No Environmental Degree and no qualification. No Budget estimate included. No previous work experience.</td>
</tr>
<tr>
<td>Score 40</td>
<td>Tenderer shows a limited understanding of the environmental management requirements Environmental Staff have less than 1 year work experience but with suitable 3 year degree qualification. Tenderer must explain own internal environmental management system (EMS) approach and attach EMS manual including its own environmental management policy. Budget included but generic, does not outline Environmental aspects.</td>
</tr>
<tr>
<td>Score 60</td>
<td>Tenderer shows a reasonable understanding of the environmental management requirements. Environmental staff has 3 years work experience with suitable 3 years degree qualification. Tenderer must explain own internal environmental management system (EMS) approach and attach EMS manual including its own environmental management policy. Budget included and outline minimal Environmental aspects. Previous work experience on two projects.</td>
</tr>
<tr>
<td>Score 80</td>
<td>Tenderer shows a good understanding of the environmental management requirements. Environmental staff have 3 years work experience with suitable 3 years degree</td>
</tr>
</tbody>
</table>

September 2016
transnet group capital
 enquiry number: 3737363.57C

Description of Works: Supply, Delivery, Installation, Wiring and Certification of CCTV, Access Control Systems and Intercom for the main & pedestrian Gates at Waterfall Business Estate

<table>
<thead>
<tr>
<th>Score 100</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tenderer shows an outstanding understanding of the environmental management requirements.</td>
</tr>
<tr>
<td>Environmental staff have more than 4 years work experience with suitable 4 years degree qualification. Registered with South African Council for National Scientific Professions (SACNASP)</td>
</tr>
<tr>
<td>Environmental management plan provided and covers all requirements.</td>
</tr>
<tr>
<td>Tenderer must explain own internal environmental management system (EMS) approach and attach EMS manual including its own environmental management policy. Sufficient Budget included and outlined all the Environmental Aspects as indicated on the EMPr provided as part of the EA. Previous experience on more than five projects.</td>
</tr>
</tbody>
</table>

Attached submissions to this schedule:

The undersigned, who warrants he / she is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed
Date

Name
Position

Tenderer

September 2016

Page 2 of 2

Part T2: Returnable Schedules
T2.2-21: Environmental Management Plan
T2.2-22: Evaluation Schedule: Health and Safety Plan

Submit the following documents as a minimum with your tender:

- Valid letter of good standing with insurance body.
- Contractor Safety Questionnaire
- Signed statement acknowledging receiving and budget provision for SHE pack requirements.
- Safety Management Plan
- CV's, Roles & responsibilities and competency of legal appointments
  - Sec 16.2
  - Supervisor/s
  - SHE Rep/s
  - First Aider
  - Safety Officer
- Safety, Health & Environmental Policies

Construction Safety File (Index) and Construction Safety Work Method Statement

Attached submissions to this schedule:

---------------------------------------------------------------------------------------------
---------------------------------------------------------------------------------------------
---------------------------------------------------------------------------------------------
---------------------------------------------------------------------------------------------
The table below is for information purposes only to indicate the method of scoring that will be followed to evaluate the Health and Safety submitted by the Tenderer:

**The scoring of the Tenderer's Health and safety requirements will be as follows:**

<table>
<thead>
<tr>
<th>Points</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Score 0</strong></td>
<td>The Tenderer has submitted no information or inadequate information to determine a score.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Score 20</strong></td>
<td>SHE system for project, 1 of the 5 key policy components are recognized and meet the Employer's</td>
<td>Roles and responsibilities do not meet the Occupational health</td>
<td>Key responsible persons are not included on training matrix as</td>
<td>Information supplied is totally insignificant/ina</td>
<td>Information supplied is totally insignificant/ina</td>
</tr>
</tbody>
</table>

- **Overview of Tenderer's SHE system for project Policy (State points allocated)** 1. Commitment to Safety, Continual improvement, Compliance to legal requirements, appropriate to the nature of contractor's activities, Hold management accountable for development of the safety systems, Include objectives and targets and
- **Roles & Responsibilities, such as S16.1 CEO, S16.2 Assistant CEO, 8.1 Construction manager, 8.5 Safety officer, 8.7 Construction Supervisor, supervisor, 9.1 Risk Assessor, 17.1 SHE Reps, etc. as per the Occupational health and safety Act 85 of 1993**
- **List of job categories for project and competencies required per category and develop a training Matrix for all employees who will be working on the project and Signed statement acknowledging receiving budget provision for SHE pack requirements which include SHE Bill of Quantity.**
- **Overview of the Risk Assessment indicating major activities of the project and Safety Work Method Statement.**
- **Six months synopsis of SHE incidents, description, type and action taken to prevent re-occurrence as well as the SHE challenges envisaged for the project and how they will be addressed and overcome.**
- **Complete and return with tender documentation the Contractor Safety Questionnaire included as an Annexure.**

September 2016

Page 2 of 5

Part T2: Returnable Schedules

T2.2-22: Health and Safety Plan
| Score 40 | SHE system for project, 2 of the 5 key policy components are recognized and meet the Employer's requirement and Valid letter of good standing with insurance body. | Roles and responsibilities are unlikely to ensure compliance as per the Works information and not in line with OHS Act and TCP health and safety specification. | Not all key responsible persons are included in the training matrix. Trainings matrix submitted does not cover all SHE training listed on Health and Safety specification. Training matrix not signed by responsible personnel and SHE Bill of Quantity not addressing project. | Poor response/answer/solution lacks convincing evidence, medium risk that stated Employer's requirements will not be met. | Poor response/answer/solution lacks convincing evidence, medium risk that stated Employer's requirements will not be met. | Poor response/answer/solution lacks convincing evidence, medium risk that stated Employer's requirements will not be met. |
| Score 60 | SHE system for project, 3 of the 5 key policy components are recognized and meet the Employer's requirements and Valid letter of good standing with insurance body. | Satisfactory response on roles and responsibilities as per Employer's requirements. | Satisfactory response on the list of job categories and trainings as per proposed project organogram | Satisfactory response/answer/solution to the particular aspect of the requirement, evidence given | Satisfactory response/answer/solution to the particular aspect of the requirement, evidence given | Satisfactory response/answer/solution to the particular aspect of the requirement, evidence given |
| Score 80 | SHE system for project, 4 of the five key policy components are recognized and meets the Employer’s requirements and Valid letter of good standing with insurance body. | Roles and responsibilities are likely to ensure compliance as per Works Information, OHS Act and TCP health and safety specification. | Most of key persons listed on the training matrix as per proposed project organogram structure. Trainings specified on the matrix are in line with TCP health and safety specification and SHE Bill of Quantity is Good. | Good response/answer/solution which demonstrates real understanding and evidence of ability to meet stated Employer’s requirements. | Good response/answer/solution which demonstrates real understanding and evidence of ability to meet stated Employer’s requirements. | Good response/answer/solution which demonstrates real understanding and evidence of ability to meet stated Employer’s requirements. |
| Score 100 | SHE system for project, All 5 key policy components are recognized and meets the Employer's requirements and Valid letter of good standing with insurance body. | Roles and Responsibilities most likely to ensure compliance as per requirements of OHS Act and TCP Health and Safety Management Specification. | Training matrix include Management and all employees/personnel in the project. Training matrix had been signed by responsible personnel and SHE Bill of Quantity is addressing all projects SHE costs. | Very good response/answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated Employer’s requirements. | Very good response/answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated Employer’s requirements. | Very good response/answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated Employer’s requirements. |

The measure of the ability of the tenderer to undertake the project and complete it within the health and safety specification provided.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the Tenderer, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct

Signed  
Date  

Name  
Position  

Tenderer  

September 2016
T2.2-25: Previous Experience

Note to tenderers:
Tenderers are required to demonstrate their experience in the delivery of similar works, and to this end shall supply a sufficiently detailed reference list with contact details of existing customers and also indicate their previous experience of, their design, installation and commissioning capability. Amongst others, the contractor needs to provide information related to the following:

Evidence of previous Projects completed with project values with contactable references
  • At least 3 projects where similar works were undertaken: Supply, installation and commissioning of CCTV, Access Control Systems and Intercom systems.

Company profile
  • Firms shall have at least 3 years + in business industry

Industry
  • Firms shall have experience in similar works

Signed ___________________________ Date ___________________________

Name ___________________________ Position ___________________________

Tenderer ___________________________
T2.1 List of Returnable Schedules

1. These schedule is required for eligibility purposes:

   T2.2-15  **Stage One as per CIDB: Eligibility Criteria Schedule** - Certificate of attendance at tender Clarification meeting

2. These schedules will be utilised for evaluation purposes – Stage Two:
   Technical/Functionality/Quality

   T2.2-2  **Evaluation Schedule**: Programme
   T2.2-7  **Evaluation Schedule**: Management and CV's of key persons
   T2.2-21 **Evaluation Schedule**: Environmental Management
   T2.2-22 **Evaluation Schedule**: Health and Safety Plan
   T2.2-25 **Evaluation Schedule**: Previous experience

3. General Returnable Schedules

   T2.2-3  Risk Elements
   T2.2-8  Schedule of proposed Sub-contractors
   T2.2-9  Insurance provided by the Contractor
   T2.2-14 Authority to submit tender
   T2.2-16 Record of addenda to tender documents
   T2.2-17 Compulsory Enterprise Questionnaire
   T2.2-27 BBBEE and Socio-Economic Obligations
   T2.2-31 Integrity Pact
   T2.2-33 Non-Disclosure Agreement
   T2.2-34 Supplier Declaration Form
   T2.2-36 Tender Declaration Form
   T2.2-38 Declaration of Understanding (Environmental and Health and Safety)
   T2.2-43 RFP – Breach of Law
   T2.2-50 BBBEE Preference Points Claim Form
   T2.2-51 Certificate of Acquaintance with Tender Documents
4. C1.1: Offer portion of Form of Offer & Acceptance
5. C1.2: Contract Data Part 1 and 2: Data by Employer and Contractor
6. C2.2 Bill of Quantities
7. C3.1 Works Information
T2.2-3: Risk Elements

Tenderers to review the potential risk element associated with the Project. The risk elements are to be priced separately in this Schedule. If No Risks are identified “No Risks” must be stated on this schedule.
T2.2-8: Schedule of Proposed Sub-Contractor

We notify you that it is our intention to employ the following subcontractors for work in this contract.

If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed Sub-Contractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

<table>
<thead>
<tr>
<th>Name and address of proposed Sub-Contractor</th>
<th>Nature and extent of service</th>
<th>Previous experience with Sub-Contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<tr>
<td>3.</td>
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<tr>
<td>4.</td>
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</tr>
</tbody>
</table>

Signed ___________________________ Date ___________________________

Name ___________________________ Position ___________________________

Tenderer ___________________________
**T2.2-9: Insurance provided by the Contractor**

Clause 84.1 in NEC3 Engineering and Construction Contract (June 2005) (amended June 2006 and April 2013) requires that the Contractor provides the insurance stated in the insurance table except any insurance which the Contractor is to provide as stated in the Contract Data.

Please provide the following details for insurance which the Contractor is still to provide. Notwithstanding this information all costs related to insurance are deemed included in the tenderer’s rates and prices.

<table>
<thead>
<tr>
<th>Insurance against (See clause 81.1 of the ECC)</th>
<th>Minimum amount stated in the Contract Data &amp; Name of Insurance Company</th>
<th>Cover</th>
<th>Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>Liability of the Contractor for claims made against him arising out of his failure to use the skill and dare normally used by professionals providing services similar to the works</td>
<td>The amount stated in the Contract Data</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Liability for death of or bodily injury to a person (not an employee of the Contractor) or loss of or damage to property resulting from an action or failure to take action by the Consultant</td>
<td>The amount stated in the Contract Data for any one event</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Liability for death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract (Other)</td>
<td>The greater of the amount required by the applicable law and the amount stated in the Contract Data for any one event</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signed ___________________________ Date ___________________________

Name ___________________________ Position ___________________________

Tenderer ___________________________
Description of Works: Supply, Delivery, Installation, Wiring and Certification of CCTV, Access Control Systems and Intercom for the main & pedestrian Gates at Waterfall Business Estate
T2.2-14: Authority to submit a Tender

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for his category of organisation or alternatively attach a certified copy of a company / organisation document which provides the same information for the relevant category as requested here.

<table>
<thead>
<tr>
<th>A - COMPANY</th>
<th>B - PARTNERSHIP</th>
<th>C - JOINT VENTURE</th>
<th>D - SOLE PROPRIETOR</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

A. Certificate for Company

I, ______________________________________, chairperson of the board of directors of ______________________________________, hereby confirm that by resolution of the board taken on __________ (date), Mr/Ms ______________________________________, acting in the capacity of ______________________________________, was authorised to sign all documents in connection with this tender offer and any contract resulting from it on behalf of the company.

Signed

__________________________

Date

__________________________

Name

__________________________

Position

Chairman of the Board of Directors

__________________________
B. Certificate for Partnership

We, the undersigned, being the key partners in the business trading as ________________________________, hereby authorise Mr/Ms ________________________________, acting in the capacity of ________________________________, to sign all documents in connection with the tender offer for Contract ________________________________ and any contract resulting from it on our behalf.

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

NOTE: This certificate is to be completed and signed by the full number of Partners necessary to commit the Partnership. Attach additional pages if more space is required.
C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms ________________________, an authorised signatory of the company ________________________, acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract ___________ and any contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

Furthermore we attach to this Schedule a copy of the joint venture agreement which incorporates a statement that all partners are liable jointly and severally for the execution of the contract and that the lead partner is authorised to incur liabilities, receive instructions and payments and be responsible for the entire execution of the contract for and on behalf of any and all the partners.

<table>
<thead>
<tr>
<th>Name of firm</th>
<th>Address</th>
<th>Authorising signature, name (in caps) and capacity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>
D. Certificate for Sole Proprietor

I, ________________________________, hereby confirm that I am the sole owner of the business trading as ________________________________.

Signed

Date

Name

Position Sole Proprietor
T2.2-16: Record of Addenda to Tender Documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

<table>
<thead>
<tr>
<th>Date</th>
<th>Title or Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
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<td>2</td>
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<td>3</td>
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<td>4</td>
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<td>7</td>
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<td>8</td>
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<tr>
<td>9</td>
<td></td>
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<tr>
<td>10</td>
<td></td>
</tr>
</tbody>
</table>

Attach additional pages if more space is required.

Signed

Name

Tenderer

Date

Position
T2.2-17 : Compulsory Enterprise Questionnaire

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise: ..............................................................

Section 2: VAT registration number, if any: ........................................

Section 3: CIDB registration number, if any: ........................................

Section 4: Particulars of sole proprietors and partners in partnerships

<table>
<thead>
<tr>
<th>Name</th>
<th>Identity number</th>
<th>Personal income tax number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number ...........................................................
Close corporation number ...............................................................
Tax reference number .................................................................
Section 6: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

☐ a member of any municipal council
☐ a member of any provincial legislature
☐ a member of the National Assembly or the National Council of Province
☐ a member of the board of directors of any municipal entity
☐ an official of any municipality or municipal entity
☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
☐ a member of an accounting authority of any national or provincial public entity
☐ an employee of Parliament or a provincial legislature

If any of the above boxes are marked, disclose the following:

<table>
<thead>
<tr>
<th>Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder</th>
<th>Name of institution, public office, board or organ of state and position held</th>
<th>Status of service (tick appropriate column)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Current</td>
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<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*insert separate page if necessary
Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

☐ a member of any municipal council
☐ a member of any provincial legislature
☐ a member of the National Assembly or the National Council of Province
☐ a member of the board of directors of any municipal entity
☐ an official of any municipality or municipal entity
☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
☐ a member of an accounting authority of any national or provincial public entity
☐ an employee of Parliament or a provincial legislature

<table>
<thead>
<tr>
<th>Name of spouse, child or parent</th>
<th>Name of institution, public office, board or organ of state and position held</th>
<th>Status of service (tick appropriate column)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Current</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

*insert separate page if necessary*
The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

i) authorizes the Purchaser to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;

ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;

iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and

v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Name

Position

Enterprise name

Date
T2.2-31 Service Provider Integrity Pact

Important Note: All potential tenderers must read this document and certify in the RFX Declaration Form that that have acquainted themselves with, and agree with the content. The contract with the successful tenderer will automatically incorporate this Integrity Pact as part of the final concluded contract.

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

The Tenderer / Service Provider/ Service Provider / Contractor (hereinafter referred to as the "Tenderer / Service Provider/Contractor")
TRANSNET GROUP CAPITAL
Enquiry Number: 3737363.57C
Description of Works: Supply, Delivery, Installation, Wiring and Certification of CCTV, Access Control Systems and Intercom for the main & pedestrian Gates at Waterfall Business Estate

PREAMBLE

Transnet values full compliance with all relevant laws and regulations, ethical standards and the principles of economical use of resources, fairness and transparency in its relations with its Tenderers / Service Providers/Contractors.

In order to achieve these goals, Transnet and the Tenderer / Service Provider hereby enter into this agreement hereinafter referred to as the "Integrity Pact" which will form part of the Tenderer’s / Service Provider’s / Contractor’s application for registration with Transnet as a vendor.

The general purpose of this Integrity Pact is to agree on avoiding all forms of dishonesty, fraud and corruption by following a system that is fair, transparent and free from any undue influence prior to, during and subsequent to the currency of any procurement and / or reverse logistics event and any further contract to be entered into between the Parties, relating to such event.

All Tenderers / Service Providers / Contractor’s will be required to sign and comply with undertakings contained in this Integrity Pact, should they want to be registered as a Transnet vendor.

1 OBJECTIVES

1.1 Transnet and the Tenderer / Service Provider / Contractor agree to enter into this Integrity Pact, to avoid all forms of dishonesty, fraud and corruption including practices that are anti-competitive in nature, negotiations made in bad faith and under-pricing by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:
   a) Enable Transnet to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and
   b) Enable Tenderers / Service Providers / Contractors to abstain from bribing or participating in any corrupt practice in order to secure the contract.

2 COMMITMENTS OF TRANSNET

Transnet commits to take all measures necessary to prevent dishonesty, fraud and corruption and to observe the following principles:

2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Tenderer, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the tendering process, Tender evaluation, contracting or implementation process related to any contract.

2.2 Transnet will, during the registration and tendering process treat all Tenderers / Service Providers with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Tenderers / Service Providers the same information and will not provide to any Tenderers / Service Providers / Contractors confidential / additional information through which the Tenderers / Service Providers / Contractors could obtain an advantage in relation to any tendering process.

2.3 Transnet further confirms that its employees will not favour any prospective Tenderer in any form that could afford an undue advantage to a particular Tenderer during the tendering stage, and will further treat all Tenderers / Service Providers / Contractors participating in the tendering process.
2.4 Transnet will exclude from the tender process such employees who have any personal interest in the Tenderers / Service Providers / Contractors participating in the tendering process.

3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

3.1 The Tenderer / Service Provider / Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer / Service Provider / Contractor commits to the following:

a) The Tenderer / Service Provider / Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet’s employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and

b) The Tenderer / Service Provider / Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.

3.2 The acceptance and giving of gifts may be permitted provided that:

a) the gift does not exceed R1 000 (one thousand Rand) in retail value;

b) many low retail value gifts do not exceed R1 000 within a 12 month period;

c) hospitality packages do not exceed R5 000 in value or many low value hospitality packages do not cumulatively exceed R5 000;

d) a Tenderer / Service Provider does not give a Transnet employee more than 2 (two) gifts within a 12 (twelve) month period, irrespective of value;

e) a Tenderer / Service Provider does not accept more than 1 (one) gift in excess of R750 (seven hundred and fifty Rand) from a Transnet employee within a 12 (twelve) month period, irrespective of value;

f) a Tenderer / Service Provider may under no circumstances, accept from or give to, a Transnet employee any gift, business courtesy, including an invitation to a business meal and /or drinks, or hospitality package, irrespective of value, during any Tender evaluation process, including a period of 12 (twelve) months after such tender has been awarded, as it may be perceived as undue and improper influence on the evaluation process or reward for the contract that has been awarded; and

g) a Tenderer / Service Provider may not offer gifts, goods or services to a Transnet employee at artificially low prices, which are not available to the public at those prices.

3.3 The Tenderer / Service Provider / Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.

3.4 The Tenderer / Service Provider / Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers / Service Providers / Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.
3.5 The Tenderer / Service Provider / Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer / Service Provider will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

3.6 A Tenderer / Service Provider / Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.

3.7 The Tenderer / Service Provider / Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer / Service Provider or detriment of Transnet or other competitors.

3.8 The Tenderer / Service Provider / Contractor shall furnish Transnet with a copy of its code of conduct, which code of conduct shall reject the use of bribes and other dishonest and unethical conduct, as well as compliance programme for the implementation of the code of conduct.

3.9 The Tenderer / Service Provider / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

4 INDEPENDENT TENDERING

4.1 For the purposes of that Certificate in relation to any submitted Tender, the Tenderer declares to fully understand that the word “competitor” shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:

a) has been requested to submit a Tender in response to this Tender invitation;

b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and

c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.

4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive tendering.

4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

a) prices;

b) geographical area where Goods or Services will be rendered [market allocation];

c) methods, factors or formulas used to calculate prices;

d) the intention or decision to submit or not to submit, a Tender;

e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or

f) tendering with the intention of not winning the Tender.
4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her tender relates.

4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.

4.6 Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

4.7 Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Tender. Any such submission shall be subject to review by Transnet’s Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

5 DISQUALIFICATION FROM TENDERING PROCESS

5.1 If the Tenderer / Service Provider / Contractor has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Tenderer / Service Provider into question, Transnet may reject the Tenderer’s / Service Provider’s / Contractor’s application from the registration or tendering process and remove the Tenderer / Service Provider from its database, if already registered.

5.2 If the Tenderer / Service Provider / Contractor has committed a transgression through a violation of section 3, or any material violation, such as to put its reliability or credibility into question. Transnet may after following due procedures and at its own discretion also exclude the Tenderer / Service Provider / Contractor from future tendering processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Tenderer / Service Provider / Contractor and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.

5.3 If the Tenderer / Service Provider / Contractor can prove that it has restored the damage caused by it and has installed a suitable corruption prevention system, or taken other remedial measures as the circumstances of the case may require, Transnet may at its own discretion revoke the exclusion or suspend the imposed penalty.

6 TRANSNET’S LIST OF EXCLUDED TENDERERS (BLACKLIST)

6.1 All the stipulations around Transnet’s blacklisting process as laid down in Transnet’s Supply Chain Policy and Procurement Procedures Manual are included herein by way of reference. Below follows a condensed summary of this blacklisting procedure.
6.2 Blacklisting is a mechanism used to exclude a company/person from future business with Transnet for a specified period. The decision to blacklist is based on one of the grounds for blacklisting. The standard of proof to commence the blacklisting process is whether a “prima facie” (i.e. on the face of it) case has been established.

6.3 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to blacklisting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.

6.4 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.

6.5 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:

a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;

b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;

c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;

d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;

 e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;

f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:

   (i) he made the statement in good faith honestly believing it to be correct; and

   (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;

   g) caused Transnet damage, or to incur costs in order to meet the contractor’s requirements and which could not be recovered from the contractor;

   h) has litigated against Transnet in bad faith.

6.6 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury’s database of Restricted Service Providers or Register of Tender Defaulters.

6.7 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.
7 PREVIOUS TRANSGRESSIONS

7.1 The Tenderer / Service Provider / Contractor hereby declares that no previous transgressions resulting in a serious breach of any law, including but not limited to, corruption, fraud, theft, extortion and contraventions of the competition Act 89 of 1998, which occurred in the last 5 (five) years with any other public sector undertaking, government department or private sector company that could justify its exclusion from its registration on the Tenderer's / Service Provider's / Contractor's database or any tendering process.

7.2 If it is found to be that the Tenderer / Service Provider / Contractor made an incorrect statement on this subject, the Tenderer / Service Provider / Contractor can be rejected from the registration process or removed from the Tenderer / Service Provider / Contractor database, if already registered, for such reason (refer to the Breach of Law Form contained in the applicable RFX document.)

8 SANCTIONS FOR VIOLATIONS

8.1 Transnet shall also take all or any one of the following actions, wherever required to:

a) Immediately exclude the Tenderer / Service Provider / Contractor from the tendering process or call off the pre-contract negotiations without giving any compensation the Tenderer / Service Provider / Contractor. However, the proceedings with the other Tenderer / Service Provider / Contractor may continue;

b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Tenderer / Service Provider / Contractor;

c) Recover all sums already paid by Transnet;

d) Encah the advance bank guarantee and performance bond or warranty bond, if furnished by the Tenderer / Service Provider / Contractor, in order to recover the payments, already made by Transnet, along with interest;

e) Cancel all or any other contracts with the Tenderer / Service Provider; and

f) Exclude the Tenderer / Service Provider / Contractor from entering into any Tender with Transnet in future.

9 CONFLICTS OF INTEREST

9.1 A conflict of interest includes, inter alia, a situation in which:

a) A Transnet employee has a personal financial interest in a tendering / supplying entity; and

b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to affect his / her judgment in action in the best interest of Transnet, or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.

9.2 A Transnet employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:

a) Private gain or advancement; or

b) The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.

Thus, conflicts of interest of any Tender committee member or any person involved in the sourcing process must be declared in a prescribed form.

9.3 If a Tenderer / Service Provider / Contractor has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s) / member(s) / director(s) / partner(s) / shareholder(s) and a Transnet employee / member of Transnet's Board of Directors in
respect of a Tender which will be considered for the Tender process, the Tenderer / Service Provider / Contractor:

a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or

b) must notify Transnet immediately in writing once the circumstances has arisen.

9.4 The Tenderer / Service Provider / Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member or any person involved in the sourcing process, where this is done, Transnet shall be entitled forthwith to rescind the contract and all other contracts with the Tenderer / Service Provider / Contractor.

10 MONITORING

10.1 Transnet will be responsible for appointing an independent Monitor to:

a) Conduct random monitoring of compliance to the provisions of this Integrity Pact for contracts entered into between Transnet and the Tenderer / Service Provider / Contractor for less than R100,000,000 (one hundred million Rand) in value;

b) Monitor compliance to the provisions of this Integrity Pact for contracts entered into between Transnet and the Tenderer / Service Provider / Contractor for greater than R100,000,000 (one hundred million Rand) in value; and

c) Investigate any allegation of violation of any provisions of this Integrity Pact for contracts entered into between Transnet and the Tenderer / Service Provider / Contractor, irrespective of value.

10.2 The Monitor will be subjected to Transnet's Terms of Conditions of Contract for the Provision of Services to Transnet, as well as to Transnet's Service Provider Code of Conduct.

11 EXAMINATION OF FINANCIAL RECORDS, DOCUMENTATION AND/OR ELECTRONIC DATA

For the purpose of Monitoring, as stipulated above, the Monitor shall be entitled to:

a) Examine the financial records, documentation and or electronic data of Tenderer / Service Provider / Contractor / Transnet. The Tenderer / Service Provider / Transnet shall provide all requested information / documentation / data to the Monitor and shall extend all help possible for the purpose of such examination.

12 DISPUTE RESOLUTION

12.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Tenderer / Service Provider / Contractor. When a dispute arises between Transnet and its Tenderer / Service Provider / Contractor, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, following a blacklisting process as mentioned in paragraph 6 above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

a) *Vexatious proceedings*: these are frivolous proceedings which have been instituted without proper grounds;

b) *Perjury*: where a Tenderer / Service Provider / Contractor make a false statement either in giving evidence or on an affidavit;

c) *Scurrilous allegations*: where a Tenderer / Service Provider / Contractor makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and
d) **Abuse of court process:** when a Tenderer / Service Provider / Contractor abuses the court process in order to gain a competitive advantage during a Tender process.

### 13 GENERAL

13.1 This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.

13.2 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.

13.3 The validity of this Integrity Pact shall cover all the tendering processes and will be valid for an indefinite period unless cancelled by either Party.

13.4 Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.

13.5 Should a Tenderer / Service Provider / Contractor be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Tenderer / Service Provider / Contractor to report this behaviour directly to a senior Transnet official / employee or alternatively by using Transnet’s “Tip-Off Anonymous” hotline number 0800 003 056, whereby your confidentiality is guaranteed.

The Parties hereby declare that each of them has read and understood the clauses of this Integrity Pact and shall aTendere by it. To the best of the Parties’ knowledge and belief, the information provided in this Integrity Pact is true and correct.
T2.2-33: Mutual Non-Disclosure Agreement

Note to tenderers: This Non-Disclosure Agreement is to be completed and signed by an authorised signatory:

**THIS AGREEMENT** is made effective as of ........ day of ...................... 20...... by and between:

**Transnet SOC Ltd** (Registration No. 1990/000900/30), a company incorporated and existing under the laws of South Africa, having its principal place of business at Carlton Centre, 150 Commissioner Street, Johannesburg, 2001, South Africa,

and

.................................................................................. (Registration No. ..................................), a private company incorporated and existing under the laws of South Africa having its principal place of business at

..................................................................................

..................................................................................

1. **Purpose**

The parties to this Agreement have a business relationship under which each party may disclose its Confidential Information to the other for the Supply, Delivery, Installation, Wiring and Certification of CCTV, Access Control Systems and Intercom for the main & pedestrian Gates at Waterfall Business Estate. Each party ("the receiving party") shall treat as confidential all information and know-how which it may receive from the other party ("the disclosing party") in terms of this Agreement (hereinafter referred to as "confidential information"), and shall not divulge to any other party in any circumstances any such confidential information, and, in particular, any such confidential information as is covered by the National Key Points Act (Act No. 102 of 1980), whether during the currency of this Agreement or at any time thereafter, without the prior written consent of the disclosing party.

2. **Definition**

"Confidential Information" means any information, technical data, or know-how, including, but not limited to, that which relates to research, product plans, products, services, customers, markets, software, developments, inventions, processes, designs, drawings, engineering, hardware configuration information, marketing or finances.

3. **Exclusions**

Confidential Information does not include information, technical data or know-how which:

3.1. is in the possession of the receiving party at the time of disclosure as shown by the receiving party's files and records immediately prior to the time of disclosure;

3.2. prior or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of the receiving party;

3.3. is developed by the receiving party through its independent resources without reference to the disclosing party's Confidential Information;

3.4. is disclosed to the receiving party by a third party without restriction and, to the knowledge of the receiving party, without violation of any obligation of confidentiality; or

3.5. is approved for release by the disclosing party in writing.

4. **Non-Disclosure of Confidential Information**

March 2015
4.1. The parties to this Agreement agree not to use the Confidential Information disclosed to it by the other party for its own use or for any purpose except to carry out the Purpose as contained in this Agreement. Neither party will disclose any Confidential Information of the other party to third parties except those directors, officers, employees, consultants and agents who are required to have the information in order to carry out the discussions of the contemplated Purpose. Each party will notify those directors, officers, employees, consultants and agents to whom Confidential Information of the other party is disclosed or who have access to Confidential Information of the other party that they are bound by the obligations of this Non-Disclosure Agreement.

4.2. Each party agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the other party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorised hereunder to have any such information, which measures shall include the highest degree of care that either party utilises to protect its own Confidential Information of a similar nature. Each party agrees to notify the other party in writing of any misuse or misappropriation of such Confidential Information of the other party which may come to its attention.

5. Promotion of Access to Information Act, No.2 of 2000

5.1. All information relating to the disclosing party and which the disclosing party has indicated to the receiving party in writing to be confidential information, shall be deemed to be confidential information.

5.2. No provision of this Agreement shall be construed in such a way that the disclosing party is deemed to have granted its consent to the receiving party to disclose the whole or any part of the confidential information in the event that the receiving party receives a request for the whole or any part of the confidential information in terms of the provisions of the Promotion of Access to Information Act, No.2 of 2000, as may be amended from time to time ("the Act").

5.3. Subject to the provisions of sub-clause 5.3 below, the disclosure of confidential information by the receiving party otherwise than in accordance with the provisions of this Agreement will entitle the disclosing party to institute action for breach of confidence against the receiving party, as envisaged by Section 65 of Act No.2 of 2000.

5.4. The receiving party acknowledges that the provisions of sub-clause 5.2 above shall not be construed in such a manner as to exclude the applicability of any other grounds of refusal contained in Act No.2 of 2000 which may be applicable in the event that the receiving party receives a request for the whole or any part of the confidential information in terms of Act No.2 of 2000.

6. Non-Solicitation

During the two-year period following the execution of this Agreement, neither party will solicit for employment, on its own behalf or that of any other person, any officer, director or employee of the other party at the level of director, vice-president or higher with whom the soliciting party became acquainted during the course of the discussions contemplated by this Agreement; provided, that the foregoing shall not be deemed to prohibit either party or a subsidiary of such party from making a general, public solicitation of employment in the ordinary course of such party or subsidiary's business, provided that such solicitation is not directed specifically to employees of the other party.
7. Mandatory Disclosure

In the event that either party or their respective directors, officers, employees, consultants or agents are requested or required by legal process to disclose any of the Confidential Information of the other party, the party required to make such disclosure shall give prompt notice so that the other party may seek a protective order or other appropriate relief. In the event that such protective order is not obtained, the party required to make such disclosure shall disclose only that portion of the Confidential Information, which its counsel advises that it is legally required to disclose.

8. Variation, Addition or Cancellation

No variation of, addition to, cancellation or novation of this Agreement in its entirety or of any term or condition thereof shall be of any force or effect unless such amendment or cancellation is reduced to writing and signed by both parties.

9. No License Granted

Nothing in this Agreement is intended to grant any rights to either party under any patent, copyright, trade secret or other intellectual property right nor shall this Agreement grant either party any rights in or to the other party’s Confidential Information, except the limited right to review such Confidential Information solely for the purposes of the contemplated business relationship between the parties.

10. No Representations

No party makes any representation or warranty as to the accurateness or completeness of any Confidential Information provided hereunder. Neither party shall have any liability to the other arising from, or related to, the other party’s use of Confidential Information provided hereunder.

11. Term

The foregoing commitments of either party in this Agreement shall survive any termination of the business relationship under the contemplated Purpose between the parties, and shall continue relative to any Confidential Information disclosed hereunder for a period of 10 (ten) years following the disclosure of such Confidential Information.

12. Miscellaneous

This Agreement shall be binding upon and for the benefit of the undersigned parties, their successors and assigns, provided that Confidential Information of either party may not be assigned without the prior written consent of the disclosing party. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof.

13. Governing Law and Jurisdiction

This Agreement shall be governed by and construed and enforced in accordance with the laws of the Republic of South Africa, and shall be binding upon the parties hereto in South Africa and worldwide.
14. Disputes

Any dispute or difference arising out of or relating to this Confidentiality Agreement shall be referred to arbitration and settled by arbitration according to the rules then in effect of the Arbitration Foundation of Southern Africa. Such arbitration shall be held in Johannesburg, and conducted in the English language before 1 (one) arbitrator appointed in accordance with the said rules. The arbitrator shall apply the law chosen by the parties elsewhere in this Agreement to the merits of the dispute. This Agreement to arbitrate shall be enforceable in, and judgement upon any award may be entered in any court of any country having appropriate jurisdiction.

15. Remedies

Each party agrees that its obligations hereunder are necessary and reasonable in order to protect the other party and the other party's business, and expressly agrees that monetary damages may be inadequate to compensate the other party for any breach by either party of any covenants and agreements set forth herein. Accordingly, each party agrees and acknowledges that any such violation or threatened violation may cause irreparable injury to the other party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the other party shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages.
T2.2-34: Supplier Declaration Form

Transnet Supplier Declaration / Application

THE FINANCIAL DIRECTOR OR COMPANY SECRETARY OR OWNER/TRUSTEE/PARTNER, ETC.: Transnet Vendor Management has received a request to load your company on to the Transnet vendor database. Please furnish us with the following to enable us to process this request:

a) Complete the "Supplier Declaration Form" (SDF) on all pages of this letter
b) Original cancelled cheque OR certified letter from the bank verifying banking details (with bank stamp and on bank letterhead)
c) Certified copy of Identity document of Shareholders / Directors / Members / Owner (s) (where applicable)
d) Certified copies of the relevant company registration documents / IT Trust Certificate / Partnership Agreement / Companies and Intellectual Property Commission (CIPC) (which one is applicable)
e) Certified copies of the company’s shareholding director’s portfolio
f) A letter with the company’s letterhead confirming physical and postal addresses as well as contact details
g) Original copy of SARS Tax Clearance certificate and certified copy of VAT registration certificate (where VAT registered)
h) If your business entity is not registered for VAT, please submit an original Affidavit (refer to further details on the SDF)
i) A valid and original B-BBEE verification certificate / sworn affidavit or certified copy thereof meeting the requirement for B-BBEE compliance as required by the B-BBEE Codes of Good Practice
j) A certified letter signed by a physician confirming the disability, where applicable
k) Certified (valid) IRP 30 exemption certificate (Labour Brokers), where applicable
l) A certified copy of a recent months EMP 201 form where applicable
m) A certified declaration that more than 2 employees are on a full time basis employed – refer to the SDF for further information in this regard

Failure to submit the above documentation will delay the vendor creation process. Where applicable, the respective Transnet Operating Division processing your application may request further information from you.

The Service Provider warrants that the details of its bank account ("the nominated account") provided herein, are correct and acknowledges that payments due to the Supplier will be made into the nominated account. If details of the nominated account should change, the Service Provider must notify Transnet in writing of such change, failing which any payments made by Transnet into the nominated account will constitute a full discharge of the indebtedness of Transnet to the Supplier in respect of the payment so made. Transnet will incur no liability for any payments made to the incorrect account or any costs associated therewith. In such event, the Service Provider indemnifies and holds Transnet harmless in respect of any payments made to an incorrect bank account and will, on demand, pay Transnet any costs associated therewith.

Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents and annexure mentioned above to the Transnet Official who is intending to procure your company's services / products

Transnet is expecting from its supplier's to timeously renew their Tax Clearance and B-BBEE certificates annually. Failure in doing so will result in the blocking of vendor accounts of non-compliant suppliers.
i) Supplier Declaration Form

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<th>Company Trading Name</th>
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<tbody>
<tr>
<td>Company Registered Name</td>
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Did your company previously operate under another name? Yes | No

If YES state the previous details below:

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<th>(a) Trading Name</th>
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<tr>
<td>(b) Registered Name</td>
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<tr>
<td>(c) Company Registration No Or ID No If a Sole Proprietor</td>
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</tr>
<tr>
<td>(d) Form of entity</td>
<td>CC Trust Pty Ltd Limited Partnership Sole Proprietor</td>
</tr>
</tbody>
</table>

Please indicate your current company’s VAT Registration status into (a), (b) and (c) below:

<table>
<thead>
<tr>
<th>(a) VAT Registration Number</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>(b) If Exempted from VAT registration, state reason and submit proof from SARS in confirming the exemption status</td>
<td></td>
</tr>
<tr>
<td>(c) If your business entity is not VAT Registered, please submit a sworn affidavit (Appendix I) as per attached example. The affidavit must be the original version. Your Non VAT Registration must be confirmed annually.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bank Name / Branch Code</th>
<th>Bank Account Number</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Company Physical Address</th>
<th>Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Postal Address</td>
<td>Code</td>
</tr>
<tr>
<td>Company Telephone number</td>
<td></td>
</tr>
<tr>
<td>Company Fax Number</td>
<td></td>
</tr>
<tr>
<td>Company E-Mail Address</td>
<td></td>
</tr>
<tr>
<td>Company Website Address</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Company Contact Person Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Designation</td>
<td></td>
</tr>
<tr>
<td>Telephone</td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Most recent Financial Year’s Annual Turnover</th>
<th>&lt;R1Million</th>
<th>R1-R10Million</th>
<th>R10-R50Million</th>
<th>&gt;R50Million</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Is your company a Labour Broker?</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

Main Product / Service Supplied e.g. Stationery / Consulting etc.

<table>
<thead>
<tr>
<th>How many personnel does the business enterprise employ?</th>
<th>Full Time</th>
<th>Part Time</th>
</tr>
</thead>
</table>

Please Note: Should your business enterprise employ more than 2 full time employees who are not connected persons as defined in the Income Tax Act, please submit a sworn affidavit (Appendix II) as per attached example.

BBBEE Ownership Details

Document Name: Vendor Master_Trade Vendor Management Procedure
Classification:  
Date: 21 July 2014

REF:  
Revision: Version 4.1
Page 2 of 5
**TRANSEN GROUP CAPITAL**

Enquiry Number: 3737363.57C  
Description of Works: Supply, Delivery, Installation, Wiring and Certification of CCTV, Access Control Systems and Intercom for the main & pedestrian Gates at Waterfall Business Estate

<table>
<thead>
<tr>
<th>Does your company have a valid BBBEE certificate?</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>What is your broad based BEE status (Level 1 to 9 / Unknown)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Majority Race of Ownership</td>
<td></td>
<td></td>
</tr>
<tr>
<td>% Black Ownership</td>
<td></td>
<td></td>
</tr>
<tr>
<td>% Black women ownership</td>
<td></td>
<td></td>
</tr>
<tr>
<td>% Black Disabled person(s) ownership</td>
<td></td>
<td></td>
</tr>
<tr>
<td>% Black Youth ownership</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Transnet B-BBEE Department  
Contact Person  
Contact number

**Duly Authorised To Sign For And On Behalf Of Firm / Organisation**

<table>
<thead>
<tr>
<th>Name</th>
<th>Designation</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
</table>

**Stamp And Signature Of Commissioner Of Oath**

| Name | Date | Signature | Telephone No |
|------|------|-----------|--------------|--------------|

---

**Document Name:** Vendor Master_Trade Vendor Management Procedure  
**Classification:**  
**Date:** 21 July 2014  
**REF:**  
**Revision:** Version 4.1  
**Page:** 3 of 5
TRANSNET GROUP CAPITAL
Enquiry Number: 3737363.57C
Description of Works: Supply, Delivery, Installation, Wiring and Certification of CCTV, Access Control Systems and Intercom for the main & pedestrian Gates at Waterfall Business Estate

Internal Transnet Departmental Questionnaire (For Office Use Only)

<table>
<thead>
<tr>
<th>TFR</th>
<th>TFR RME</th>
<th>TE</th>
<th>TPT</th>
<th>TPL</th>
<th>TNPA</th>
<th>TRN PROP</th>
<th>TRN TCC</th>
<th>TRN FOUN</th>
<th>TRN TCP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Create</td>
<td>Amend</td>
<td>Block</td>
<td>Unblock</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Extend</td>
<td>Delete</td>
<td>Undelete</td>
<td>Once-Off / Emergency</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Please indicate whether the Supplier has a contract with sourcing Transnet OD

| Yes | No |

If yes, please submit a copy of the adjudication document / Signed-off comparative schedule

PLEASE NOTE THAT PARAGRAPHS (A) TO (C) TO BE COMPLETED BY THE TRANSNET REQUESTING/SOURCING DEPARTMENT – THE FULL SET OF VENDOR RELATED DOCUMENTS MUST THEN BE FORWARDED TO THE APPROPRIATE VENDOR APPROVAL OFFICIAL FOR APPROVAL

(a) What is being procured from the supplier?

| i. Products Only | Yes | No |
| ii. Services Only | Yes | No |
| iii. Labour Only | Yes | No |
| iv. Mix of Products and Services | Yes | No |
| v. Mix of Services and Labour | Yes | No |

(b) If your answer is YES to any one of the questions in paragraph (a) ii to v above and the applicant supplier has not submitted a sworn affidavit as per Appendix II, the matter should be further investigated in terms of the TAX Withholding Procedures. Where necessary you may approach your Operating Division's Procurement Department for guidance in this regard. Details of the appropriate Transnet Decision Making Body such as a Cross Functional Sourcing Team, should be indicated below – a copy of the signed-off Document by the mentioned Decision Making Body, and should also be attached.

<table>
<thead>
<tr>
<th>Type</th>
<th>Deduct Tax</th>
<th>If Tax should be deducted (Indicate % to be deducted)</th>
<th>Department Responsible for Payment (PROCUREMENT OR *PAYROLL) * IF PAYROLL SHOULD EFFECT PAYMENT, THE DOCUMENTS SHOULD BE FORWARD TO THE LATTER OFFICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service Provider</td>
<td>Yes/No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Labour broker without IRP30 exemption certificate</td>
<td>Yes/No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Labour broker with IRP30 exemption certificate</td>
<td>Yes/No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personal Service Provider</td>
<td>Yes/No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Independent Contractor</td>
<td>Yes/No</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

None of the above apply, state reason
If PAYE to be deducted, please indicate whether the applicant supplier has indicated in writing that it is prepared in rendering services to Transnet on the PAYE conditions. (Please attached a copy of the written communication)

If the reply is "NO", the vendor application will be regarded as cancelled and another service provider should be sourced.
**TRANSEN GROUP CAPITAL**

Enquiry Number: 3737363.57C

Description of Works: Supply, Delivery, Installation, Wiring and Certification of CCTV, Access Control Systems and Intercom for the main & pedestrian Gates at Waterfall Business Estate

CERTIFICATION AND APPROVAL OF PROPOSED VENDOR CREATION/ VENDOR DETAILS UPDATE BY TRANSNET OFFICIAL WITH APPROPRIATE DELEGATED AUTHORITY.

I hereby certify that the Transnet Procurement Procedure Manual (PPM) / Procurement Mechanisms have in ALL RESPECTS been adhered to and therefore approve the proposed Vendor CREATION/ VENDOR DETAILS UPDATE

<table>
<thead>
<tr>
<th>Vendor Approval Official's Details</th>
<th>Name</th>
<th>Designation</th>
<th>Date</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tel No</td>
<td>Fax No</td>
<td>e-Mail</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

### A. Internal Document Checklist

<table>
<thead>
<tr>
<th>Document List</th>
<th>Yes / No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Complete Supplier Declaration Form (SDF)</td>
<td></td>
</tr>
<tr>
<td>2) Verification of banking details: Original cancelled cheque or Letter from the bank (with bank stamp)</td>
<td></td>
</tr>
<tr>
<td>3) Certified copy of identity document of Shareholders / Directors / Members / Youth / Disabled persons owned</td>
<td></td>
</tr>
<tr>
<td>4) A certified letter signed by a physician confirming the disability.</td>
<td></td>
</tr>
<tr>
<td>5) <strong>Certified</strong> copies of the relevant company registration documents / IT Trust Certificate / Partnership Agreement / Companies and Intellectual Property Commission (CIPC) (which one is applicable)</td>
<td></td>
</tr>
<tr>
<td>6) Certified copy of share certificates of Shareholders</td>
<td></td>
</tr>
<tr>
<td>7) A letter with the company's letterhead confirming physical and postal addresses</td>
<td></td>
</tr>
<tr>
<td>8) Original or certified copy of a valid SARS Tax Clearance certificate or Original or certified copy of a valid IRP 30 exemption certificate or Sworn affidavit (Appendix I)</td>
<td></td>
</tr>
<tr>
<td>9) Confirmation of most recent annual turnover</td>
<td></td>
</tr>
<tr>
<td>10) Original or certified copy of a letter from the Auditor / Accountant; AND / OR B-BBEE certificate and detailed scorecard from Accredited rating agency (SANAS)</td>
<td></td>
</tr>
<tr>
<td>11) A copy of a recent months EMP 201 form</td>
<td></td>
</tr>
<tr>
<td>12) Declaration that at least 3 employees are on a full time basis (Appendix II)</td>
<td></td>
</tr>
<tr>
<td>13) Declaration in terms of 80% of income</td>
<td></td>
</tr>
</tbody>
</table>
T2.2-36: TENDER DECLARATION FORM

NAME OF COMPANY: ____________________________________________

We ____________________________________________ do hereby certify that:

1. Transnet has supplied and we have received appropriate tender offers to any/all questions (as applicable) which were submitted by ourselves for tender clarification purposes;

2. we have received all information we deemed necessary for the completion of this Tender;

3. at no stage have we received additional information relating to the subject matter of this tender from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the tender documents;

4. we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by Transnet in issuing this TENDER and the requirements requested from tenderers in responding to this TENDER have been conducted in a fair and transparent manner; and

5. furthermore, we acknowledge that a direct relationship exists between a family member and/or an owner / member / director / partner / shareholder (unlisted companies) of our company and an employee or board member of the Transnet Group as indicated below: [Respondent to indicate if this section is not applicable]

__________________________
FULL NAME OF OWNER/MEMBER/DIRECTOR/
PARTNER/SHAREHOLDER:

__________________________

ADDRESS:

__________________________

Indicate nature of relationship with Transnet:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

[Failure to furnish complete and accurate information in this regard may lead to the disqualification of your response and may preclude a Respondent from doing future business with Transnet]

We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet (other than any existing and appropriate business relationship with Transnet) which could unfairly advantage our company in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.
6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to Tenderers" overleaf).

7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.

SIGNED at ______________________ on this _____ day of ________________ 20__

<table>
<thead>
<tr>
<th>For and on behalf of</th>
<th>AS WITNESS:</th>
</tr>
</thead>
<tbody>
<tr>
<td>______________________</td>
<td></td>
</tr>
<tr>
<td>duly authorised thereto</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name:</th>
<th>Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Position:</th>
<th>Position:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Signature:</th>
<th>Signature:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Place:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
T2.2-38 : DECLARATION OF UNDERSTANDING

<table>
<thead>
<tr>
<th>PROJECT NAME:</th>
<th>DOCUMENT NO:</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROJECT NO:</td>
<td>DATE:</td>
</tr>
<tr>
<td>CONTRACTOR:</td>
<td>CONTRACT NO:</td>
</tr>
</tbody>
</table>

I, ____________________________________________________________________________

(Name) (Designation)

(Representing)

Declare that I have read and understand the contents of the Supply, Delivery, Installation, Wiring and Certification of CCTV, Access Control Systems and Intercom for the main & pedestrian Gates at Waterfall Business Estate and associated documents for the above mentioned Project and Contract.
I also declare that I understand my responsibilities in terms of enforcing and implementing the Supply, Deliver and Installation of Furniture for Transnet Offices at Waterfall Business Estate for the aforementioned Contract.

<table>
<thead>
<tr>
<th>Signed</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Place</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Witness 1:</td>
<td>Signature</td>
<td>Date</td>
</tr>
<tr>
<td>Witness 2:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

March 2015

Part T2 : Returnable Schedule
T2.2-38 Declaration of Understanding
T2.2-43: REQUEST FOR PROPOSAL – BREACH OF LAW

NAME OF COMPANY: __________________________

I / We __________________________ do hereby certify that I/we have/have not been found guilty during the preceding 5 (five) years of a serious breach of law, including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal or other administrative body. The type of breach that the Respondent is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences.

Where found guilty of such a serious breach, please disclose:

NATURE OF BREACH:

_________________________________________________________

_________________________________________________________

DATE OF BREACH: __________________________

Furthermore, I/we acknowledge that Transnet SOC Ltd reserves the right to exclude any Respondent from the bidding process, should that person or company have been found guilty of a serious breach of law, tribunal or regulatory obligation.

SIGNED at __________________________ on this ____ day of ___________ 20__

_________________________________________________________

SIGNATURE OF WITNESS

_________________________________________________________

SIGNATURE OF RESPONDENT
T2.2-50: B-BBEE PREFERENCE POINTS CLAIM FORM
(SBD 6.1)

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for Broad-Based Black Economic Empowerment [B-BBEE] Status Level of Contribution.

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50m (all applicable taxes included);

1.2 The value of this bid is estimated to be less that R50m (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:
(a) Price; and
(b) B-BBEE Status Level of Contribution.

1.4 The maximum points for this bid are allocated as follows:

<table>
<thead>
<tr>
<th>Points</th>
<th>PRICE</th>
<th>B-BBEE STATUS LEVEL OF CONTRIBUTION</th>
<th>Total points for Price and B-BBEE must not exceed</th>
</tr>
</thead>
<tbody>
<tr>
<td>80</td>
<td></td>
<td>20</td>
<td>100</td>
</tr>
</tbody>
</table>

1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [SANAS], or a sworn affidavit confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

(a) "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

(b) "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(c) "B-BBEE status level of contributor" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
TRANSEN GROUP CAPITAL
Enquiry Number: 3737363.57C
Description of Works: Supply, Delivery, Installation, Wiring and Certification of CCTV, Access Control Systems and Intercom for the main & pedestrian Gates at Waterfall Business Estate

(d) "bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

(e) "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(f) "CIPC" means the Companies and Intellectual Property Commission, formerly known as CIPRO, the Companies and Intellectual Property Registration Office.

(g) "comparative price" means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

(h) "consortium or joint venture" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

(i) "contract" means the agreement that results from the acceptance of a bid by an organ of state;

(j) "EME" means an Exempted Micro Enterprise as defined by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(k) "firm price" means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

(l) "functionality" means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

(m) "non-firm prices" means all prices other than "firm" prices;

(n) "person" includes a juristic person;

(o) "QSE" means a Qualifying Small Enterprise as defined by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(p) "rand value" means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

(q) "sub-contract" means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

(r) "total revenue" bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;

(s) "trust" means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

(t) "trustee" means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

3.1 The bidder obtaining the highest number of total points will be awarded the contract.

3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
3.3 Points scored must be rounded off to the nearest 2 decimal places.

3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20

A maximum of 80 points is allocated for price on the following basis:

\[
P_s = 80 \left(1 - \frac{P_t - P_{\text{min}}}{P_{\text{min}}} \right)
\]

Where

- \(P_s\) = Points scored for comparative price of bid under consideration
- \(P_t\) = Comparative price of bid under consideration
- \(P_{\text{min}}\) = Comparative price of lowest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points (80/20 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>18</td>
</tr>
<tr>
<td>3</td>
<td>14</td>
</tr>
<tr>
<td>4</td>
<td>12</td>
</tr>
<tr>
<td>5</td>
<td>8</td>
</tr>
<tr>
<td>6</td>
<td>6</td>
</tr>
<tr>
<td>7</td>
<td>4</td>
</tr>
<tr>
<td>8</td>
<td>2</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
</tr>
</tbody>
</table>

5.2 A bidder who qualifies as a EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership. Furthermore EMEs may also obtain a sworn affidavit from CIPC (formerly CIPRO) Self Service Terminals when registering a business or filing annual returns. In these instances Transnet would require proof of turnover as well as proof of ownership. Sworn affidavits must substantially comply with the format that can be obtained on the DTI’s website at [www.dti.gov.za/economic_empowerment/bee_codes.asp](http://www.dti.gov.za/economic_empowerment/bee_codes.asp).
5.3 QSEs that are at least 51% Black owned or higher are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity’s Level of Black ownership.

5.4 A Bidder other than EME or a QSE that is at least 51% Black owned must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

5.5 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

5.6 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

5.7 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.8 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

5.9 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

5.10 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder’s responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

6. BID DECLARATION

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

7.1 B-BBEE Status Level of Contribution: . = ..........(maximum of 20)  
(Ponts claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

8. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

| YES | NO |

September 2016

Page 4 of 6

Part T2: Returnable Schedule

T2.2-50: BBBEE Preference Points Claim Form
8.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted..............................% 
ii) The name of the sub-contractor..............................................................
iii) The B-BBEE status level of the sub-contractor..............................................
iv) Whether the sub-contractor is an EME.

(Tick applicable box)

YES  NO

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm: ................................................................................

9.2 VAT registration number: ...........................................................................

9.3 Company registration number: ....................................................................

9.4 TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium
☐ One person business/sole propriety
☐ Close corporation
☐ Company
☐ (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

..................................................................................................................

..................................................................................................................

9.6 COMPANY CLASSIFICATION

☐ Manufacturer
☐ Supplier
☐ Professional service provider
☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business:.....................

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
TRANSEN GROUP CAPITAL
Enquiry Number: 3737363.57C
Description of Works: Supply, Delivery, Installation, Wiring and Certification of CCTV, Access Control Systems and Intercom for the main & pedestrian Gates at Waterfall Business Estate

(a) disqualify the person from the bidding process;
(b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
(d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
(e) forward the matter for criminal prosecution.

WITNESSES

1. ........................................

2. ........................................

........................................
SIGNATURE(S) OF BIDDER(S)
DATE: ........................................
ADDRESS........................................
T2.2-51: Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

1. I/we do hereby certify that I/we acquainted myself/ourselves with all the documentation comprising this TENDER and all conditions contained therein, as laid down by Transnet SOC Ltd for the carrying out of the proposed supply/service/works for which I/we submitted my/our Tender.

2. I/we furthermore agree that Transnet SOC Ltd shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any TENDER/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.

3. I/we understand that the accompanying Tender will be disqualified if this Certificate is found not to be true and complete in every respect.

4. For the purposes of this Certificate and the accompanying Tender, I/we understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
   a) has been requested to submit a Tender in response to this Tender invitation;
   b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
   c) provides the same Services as the Tenderer and/or is in the same line of business as the Tenderer

5. The Tenderer has arrived at the accompanying Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive Tendering.

6. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   a) prices;
   b) geographical area where Services will be rendered [market allocation]
   c) methods, factors or formulas used to calculate prices;
   d) the intention or decision to submit or not to submit, a Tender;
   e) the submission of a Tender which does not meet the specifications and conditions of the TENDER; or
   f) Tendering with the intention not winning the Tender.

March 2015
7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Services to which this TENDER relates.

8. The terms of the accompanying Tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.

9. I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation. In addition, Tenderers that submit suspicious Tenders may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

SIGNED at __________________________ on this ______ day of ______________________ 20____

______________________________ ________________________________

SIGNATURE OF WITNESS
**C1.1 Form of Offer & Acceptance**

**Offer**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of:

**Supply, Delivery, Installation, Wiring and Certification of CCTV, Access Control Systems and Intercom for the main & pedestrian Gates at Waterfall Business Estate**

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the *Contractor* under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the *conditions of contract* identified in the Contract Data.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>The offered total of the Prices exclusive of VAT is</td>
<td>R</td>
</tr>
<tr>
<td>Value Added Tax @ 15% is</td>
<td>R</td>
</tr>
<tr>
<td>The offered total of the Prices inclusive of VAT is</td>
<td>R</td>
</tr>
<tr>
<td>(in words)</td>
<td></td>
</tr>
</tbody>
</table>

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *Contractor* in the *conditions of contract* identified in the Contract Data.

**Signature(s)**

**Name(s)**

**Capacity**

**For the Tenderer:**

(Insert name and address of organisation)

Name & signature of witness

Tenderer’s CIDB registration number: N/A

September 2016
Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer’s Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the tenderer’s Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1: Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
- Part C2: Pricing Data
- Part C3: Works Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Employer’s agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect at the contract start date given on the Contract Data Part 1.

---

Signature(s) 

Name(s) 

Capacity 

for the 

Employer: Transnet SOC Ltd 

9 Country Estate 

Waterfall Business Estate 

Midrand 

1662 

Name & signature of witness 

Date 

September 2016
Schedule of Deviations

<table>
<thead>
<tr>
<th>No.</th>
<th>Subject</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

By the duly authorised representatives signing this Schedule of Deviations below, the Employer and the tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the tenderer and the Employer during this process of Offer and Acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Form shall have any meaning or effect in the contract between the parties arising from this Agreement.

For the Tenderer:

Signature: ____________________________

Name: ________________________________

Capacity: ______________________________

On behalf of: ____________________________

(Insert name and address of organisation)

Name & signature of witness: ____________________________

Date: ________________________________

For the Employer:

Transnet SOC Ltd
9 Country Estate
Waterfall Business Estate
Midrand
1662

Name: ________________________________

Date: ________________________________
## C1.2 Contract Data

**Part one - Data provided by the *Employer***

<table>
<thead>
<tr>
<th>Clause</th>
<th>Statement</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>General</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>The <em>conditions of contract</em> are the core clauses and the clauses for main Option</td>
<td></td>
</tr>
<tr>
<td></td>
<td>dispute resolution Option and secondary Options</td>
<td></td>
</tr>
<tr>
<td></td>
<td>B: Priced contract with bill of quantities</td>
<td></td>
</tr>
<tr>
<td></td>
<td>W1: Dispute resolution procedure</td>
<td></td>
</tr>
<tr>
<td></td>
<td>X2: Changes in the law</td>
<td></td>
</tr>
<tr>
<td></td>
<td>X16: Retention</td>
<td></td>
</tr>
<tr>
<td></td>
<td>X18: Limitation of liability</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Z: <em>Additional conditions of contract</em></td>
<td></td>
</tr>
<tr>
<td></td>
<td>of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)¹</td>
<td></td>
</tr>
</tbody>
</table>

### 10.1 The *Employer* is:

**Transnet SOC Ltd**  
(Registration No. 1990/000900/30)

**Address**  
Registered address:  
Transnet Group Capital  
9 Country Estate Drive  
Waterfall Business Estate  
Midrand  
1662

Having elected its Contractual Address for the purposes of this contract as:

**Transnet Group Capital**  
9 Country Estate Drive  
Waterfall Business Estate  
Midrand  
1662  
Postal Address:

2001  
P O Box 1048  
Johannesburg  
2000

**Tel No.**

### 10.1 The *Project Manager* is: (Name)  
Phakamani Zikalala

**Address**  
011 308 1837

### 10.1 The *Supervisor* is: (Name)  
Lonwabo Mgushelo

¹ Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009

---

**September 2016**

**PAGE 1**

**Part C1: Contract Data**

**Contract Data provided by the *Employer***
Address

Carlton Centre
150 Commissioner Street
Johannesburg
2001

11.2(13) The works are
Supply, Delivery, Installation, Wiring and Certification of CCTV, Access Control Systems and Intercom for the main & pedestrian Gates at Waterfall Business Estate

11.2(14) The following matters will be included in the Risk Register
None identified at the contract date

11.2(15) The boundaries of the site are
As per upper ground floor drawing

11.2(19) The Works Information is in
Part C3

12.2 The law of the contract is the law of
the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.

13.1 The language of this contract is
English

13.3 The period for reply is
2 weeks

2 The Contractor’s main responsibilities
No additional data is required for this section of the conditions of contract.

3 Time

11.2(3) The completion date for the whole of the works is
TBA

30.1 The access dates are
Part of the Site | Date
| Waterfall Business Estate | TBA

31.1 The Contractor is to submit a first programme for acceptance within
2 weeks of the Contract Date.

31.2 The starting date is.
TBA

32.2 The Contractor submits revised programmes at intervals no longer than
1 (one) week.

35.1 The Employer is not willing to take over the works before the Completion Date.

4 Testing and Defects

42.2 The defects date is
52 (fifty two) weeks after Completion of the whole of the works.

43.2 The defect correction period is
2 (Two) weeks.

5 Payment

50.1 The assessment interval is monthly on the
18th (eighteenth) day of each successive month.

51.1 The currency of this contract is the
South African Rand.

51.2 The period within which payments are made is
Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.
**6 Compensations events**

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>60.1(13)</td>
<td>The <strong>weather measurements</strong> to be recorded for each calendar month are, the cumulative rainfall (mm), the number of days with rainfall more than 10 mm, the number of days with minimum air temperature less than 0 degrees Celsius, the number of days with snow lying at 08:00 hours South African Time, and these measurements: N/A.</td>
</tr>
</tbody>
</table>

The place where weather is to be recorded (on the Site) is: The **Contractor's Site establishment area**

The **weather data** are the records of past **weather measurements** for each calendar month which were recorded at:

**Midrand** and which are available from: South African Weather Service 012 367 6023 or info3@weathersa.co.za.

**7 Title**

No additional data is required for this section of the **conditions of contract**.

**8 Risks and insurance**

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>80.1</td>
<td>These are additional <strong>Employer's risks</strong> None</td>
</tr>
<tr>
<td>84.1</td>
<td>The <strong>Employer</strong> provides these insurances from the Insurance Table</td>
</tr>
</tbody>
</table>

1 Insurance against: Loss of or damage to the **works**, Plant and Materials is as stated in the Insurance policy for Contract Works/Public Liability.

Cover / indemnity: to the extent as stated in the insurance policy for Contract Works/Public Liability.

The deductibles are: as stated in the insurance policy for Contract Works/Public Liability.

2 Insurance against: Loss of or damage to property (except the **works**, Plant and Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the **Contractor**) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works/Public Liability.

Cover / indemnity: Is to the extent as stated in the insurance policy for Contract Works/Public Liability.

The deductibles are as stated in the insurance policy for Contract Works/Public Liability.
84.1 Insurance against:

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Condition</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Is to the extent as stated in the insurance policy for Contract Works / Public Liability</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Cover / indemnity is to the extent provided by the SASRIA coupon</td>
<td></td>
</tr>
</tbody>
</table>

The deductibles are, in respect of each and every theft claim, 0.1% of the contract value subject to a minimum of R2 500 and a maximum of R25 000.

84.1 The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract for any one event is

The Contractor must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.

1 Where the contract requires that the design of any part of the works shall be provided by the Contractor the Contractor shall satisfy the Employer that professional indemnity insurance cover in connection therewith has been affected

2 Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the works at premises other than the site, the Contractor shall satisfy the Employer that such plant & materials, components or other goods for incorporation in the works are adequately insured during manufacture and/or fabrication and transportation to the site.

3 Should the Employer have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the Contractor's policies of insurance as well as those of any subcontractor

4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R5 000 000.
5 The insurance coverage referred to in 1, 2, 3, and 4 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the Employer. The Contractor shall arrange with the insurer to submit to the Project Manager the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the Contractor.

84.2 The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) caused by activity in connection with this contract for any one event is Whatever the Contractor requires in addition to the amount of insurance taken out by the Employer for the same risk.

84.2 The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:

Project Controlled Insurance (PCI)

9 Termination

Additional Data Clause Z2 (Additional Obligations in respect of Termination)

10 Data for main Option clause

B Priced contract with bill of quantities

60.6 The method of measurement is

SANS 1200A Standards as published by South African National Standards.

11 Data for Option W1

W1.1 The Adjudicator is

Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the Adjudicator, the chairman of the Association of Arbitrators will appoint an Adjudicator.

W1.2(3) The Adjudicator nominating body is:

The Chairman of the Association of Arbitrators (Southern Africa)

If no Adjudicator nominating body is entered, it is:

The Association of Arbitrators (Southern Africa)

W1.4(2) The tribunal is:

Arbitration

W1.4(5) The arbitration procedure is

Contained in the Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)

The place where arbitration is to be held is

Johannesburg, South Africa
The person or organisation who will choose an arbitrator:
- if the Parties cannot agree a choice or
- if the arbitration procedure does not state who selects an arbitrator,
is **The Chairman of the Association of Arbitrators (Southern Africa)**

### 12 Data for secondary Option clauses

<table>
<thead>
<tr>
<th>X2</th>
<th>Changes in the law</th>
<th>No additional data is required for this Option</th>
</tr>
</thead>
<tbody>
<tr>
<td>X16</td>
<td>Retention</td>
<td></td>
</tr>
<tr>
<td>X16.1</td>
<td>The retention free amount is</td>
<td><strong>NIL</strong></td>
</tr>
<tr>
<td></td>
<td>The retention percentage is</td>
<td><strong>10% on all payments certified.</strong></td>
</tr>
</tbody>
</table>

#### 18 Limitation of liability

<table>
<thead>
<tr>
<th>X18.1</th>
<th>The Contractor's liability to the Employer for indirect or consequential loss is limited to:</th>
<th><strong>The Total of the Prices</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>X18.2</td>
<td>For any one event, the Contractor's liability to the Employer for loss of or damage to the Employer's property is limited to:</td>
<td><strong>The deductible of the relevant insurance policy</strong></td>
</tr>
<tr>
<td>X18.3</td>
<td>The Contractor's liability for Defects due to his design which are not listed on the Defects Certificate is limited to:</td>
<td><strong>The cost of correcting the Defect</strong></td>
</tr>
<tr>
<td>X18.4</td>
<td>The Contractor's total liability to the Employer for all matters arising under or in connection with this contract, other than excluded matters, is limited to:</td>
<td><strong>The Total of the Prices</strong></td>
</tr>
<tr>
<td>X18.5</td>
<td>The end of liability date is</td>
<td><strong>Five (5) years after Completion of the whole of the works</strong></td>
</tr>
</tbody>
</table>

### Z Additional conditions of contract

### Z1 Obligations in respect of Joint Venture Agreements
27.5. In the instance that the Contractor is a joint venture, the Contractor shall provide the employer with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract Date. The Joint Venture agreement shall contain but not be limited to the following:

- A brief description of the Contract and the Deliverables;
- The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture;
- The constituents' interests;
- A schedule of the insurance policies, sureties, indemnities and guarantees which must be taken out by the Joint Venture and by the individual constituents;
- Details of an internal dispute resolution procedure;
- Written confirmation by all of the constituents:
  iv. of their joint and several liability to the Employer to Provide the Works;
  v. identification of the leader in the joint venture confirming the authority of the leader to bind the joint venture through the Contractor's representative;
  vi. Identification of the roles and responsibilities of the constituents to Provide the Works.

- Financial requirements for the Joint Venture:
  ii. the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time;

the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture

27.6. The Contractor shall not alter its composition or legal status of the Joint Venture without the prior approval of the Employer.
Z2 Additional obligations in respect of Termination

Z2.1 The following will be included under core clause 91.1:
In the second main bullet, after the word ‘partnership’ add ‘joint venture whether incorporate or otherwise (including any constituent of the joint venture)’ and

Under the second main bullet, insert the following additional bullets after the last sub-bullet:

- commenced business rescue proceedings (R22)
- iii. repudiated this Contract (R23)

Z2.2 Termination Table

The following will be included under core clause 90.2 Termination Table as follows:

Amend “A reason other than R1 – R21” to “A reason other than R1 – R23”

Z2.3 Amend “R1 – R15 or R18” to “R1 – R15, R18, R22 or R23.”

Z3 Right Reserved by Transnet to Conduct Vetting through SSA

Z3.1 Transnet reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any Contractor who has access to National Key Points for the following without limitations:

3. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state.

4. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state.

Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.

Z4 Protection of Personal Information Act

The Employer and the Contractor are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.
The **Contractor** must refer to Schedule A of this Contract Data with regards to non-compliance penalties applicable to Local Content.

<table>
<thead>
<tr>
<th>Z5</th>
<th>Right Reserved by the <strong>Employer</strong> to Conduct Vetting through SSA</th>
</tr>
</thead>
</table>

**Z5.1**

The **Employer** reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any Contractor who has access to National Key Points for the following without limitations:

5. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state.

6. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state.

7. Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.

<table>
<thead>
<tr>
<th>Z6</th>
<th>Additional Clause Relating to Collusion in the Construction Industry</th>
</tr>
</thead>
</table>

The contract award is made without prejudice to any rights the **Employer** may have to take appropriate action later with regard to any declared bid rigging including blacklisting.

<table>
<thead>
<tr>
<th>Z7</th>
<th>Protection of Personal Information Act</th>
</tr>
</thead>
</table>

The **Employer** and the **Contractor** are required to process information obtained for the duration of the Agreement in a manner that is aligned to the **Protection of Personal Information Act**.
### Part two - Data provided by the Contractor

<table>
<thead>
<tr>
<th>Clause</th>
<th>Statement</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.1</td>
<td>The <em>Contractor</em> is (Name): Address Tel No. Fax No.</td>
<td></td>
</tr>
<tr>
<td>11.2(8)</td>
<td>The <em>direct fee percentage is</em> %</td>
<td>%</td>
</tr>
<tr>
<td></td>
<td>The <em>subcontracted fee percentage is</em></td>
<td></td>
</tr>
<tr>
<td>11.2(18)</td>
<td>The <em>working areas are</em> the Site and</td>
<td></td>
</tr>
<tr>
<td>24.1</td>
<td>The <em>Contractor's key persons are</em>: 1 Name: Job Responsibilities Qualifications Experience: 2 Name: Job Responsibilities Qualifications Experience:</td>
<td></td>
</tr>
</tbody>
</table>

CV’s (and further key persons data including CVs) are appended to Tender Schedule entitled.

<table>
<thead>
<tr>
<th>Clause</th>
<th>Statement</th>
</tr>
</thead>
<tbody>
<tr>
<td>11.2(14)</td>
<td>The following matters will be included in the Risk Register</td>
</tr>
</tbody>
</table>

B Priced contract with Bill of Quantities

<table>
<thead>
<tr>
<th>Clause</th>
<th>Statement</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>11.2(20)</td>
<td>The <em>bill of quantities is</em> in</td>
<td>(in figures)</td>
</tr>
<tr>
<td>11.2(30)</td>
<td>The tendered total of the Prices is</td>
<td>(in words), excluding VAT</td>
</tr>
</tbody>
</table>

Data for Schedules of Cost Components

B Priced contract with Bill of Quantities Data for the Shorter Schedule of Cost Components

<table>
<thead>
<tr>
<th>Clause</th>
<th>Statement</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>41 in SSCC</td>
<td>The percentage for people overheads is:</td>
<td>%</td>
</tr>
</tbody>
</table>
21 in SSCC  The published list of Equipment is the last edition of the list published by
The percentage for adjustment for Equipment in the published list is % (state plus or minus)

22 in SSCC  The rates of other Equipment are:

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Size or capacity</th>
<th>Rate</th>
</tr>
</thead>
</table>

61 in SSCC  The hourly rates for Defined Cost of design outside the Working Areas are

<table>
<thead>
<tr>
<th>Category of employee</th>
<th>Hourly rate</th>
</tr>
</thead>
</table>

62 in SSCC  The percentage for design overheads is %

63 in SSCC  The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:
PART 2: PRICING DATA

<table>
<thead>
<tr>
<th>Document reference</th>
<th>Title</th>
<th>No of pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>C2.1</td>
<td>Pricing instructions: Option B</td>
<td>3</td>
</tr>
<tr>
<td>C2.2</td>
<td>The bill of quantities</td>
<td></td>
</tr>
</tbody>
</table>
C2.1 Pricing instructions: Option B

1. The conditions of contract

1.1. How the contract prices work and assesses it for progress payments

Clause 11 in NEC3 Engineering and Construction Contract, June 2005 (ECC) (amended June 2006 and April 2013) Option B states:

Identified and defined terms 11

(21) The Bill of Quantities is the bill of quantities as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration.

(22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost of preparing quotations for compensation events.

(28) The Price for Work Done to Date is the total of:
- the quantity of the work which the Contractor has completed for each item in the Bill of Quantities multiplied by the rate and
- a proportion of each lump sum which is the proportion of the work covered by the item which the Contractor has completed.

Completed work is work without Defects which would either delay or be covered by immediately following work.

(31) The Prices are the lump sums and the amounts obtained by multiplying the rates by the quantities for the items in the Bill of Quantities.

This confirms that Option B is a re-measurement contract and the bill comprises only items measured using quantities and rates or stated as lump sums. Value related items are not used. Time related items are items measured using rates where the rate is a unit of time.

1.2. Function of the Bill of Quantities

Clause 55.1 in Option B states, “Information in the Bill of Quantities is not Works Information or Site Information”. This confirms that instructions to do work or how it is to be done are not included in the Bill, but in the Works Information. This is further confirmed by Clause 20.1 which states, “The Contractor Provides the Works in accordance with the Works Information”. Hence the Contractor does not Provide the Works in accordance with the Bill of Quantities. The Bill of Quantities is only a pricing document.

1.3. Guidance before pricing and measuring

Employers preparing tenders or contract documents, and tendering contractors are advised to consult the sections dealing with the bill of quantities in the NEC3 Engineering and Construction Contract (June 2005) Guidance Notes before preparing the bill of quantities or before entering rates and lump sums into the bill.

Historically bill of quantities based contracts in South Africa have been influenced by the different approaches of the civil engineering and building sectors of the industry through their respective discipline based standard forms of contract and methods of measurement. This is particularly apparent in the approach to the Preliminary and General bill. On the other hand, because ECC caters for a number of disciplines in the same contract, including electrical works, a different approach not currently found in local
methods of measurement to the Preliminary & General bill items may have been used.

The NEC approach to the P & G bill assumes use will be made of method related charges for Equipment applied to Providing the Works based on durations shown in the Accepted Programme, fixed charges for the use of Equipment that is required throughout the construction phase, time related charges for people working in a supervisory capacity for the period required, and lump sum charges for other facilities or services not directly related to performing work items typically included in other parts of the bill.

2. Measurement and payment

2.1. Symbols

The units of measurement described in the Bill of Quantities are metric units abbreviated as follows:

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>%</td>
<td>percent</td>
</tr>
<tr>
<td>h</td>
<td>hour</td>
</tr>
<tr>
<td>ha</td>
<td>hectare</td>
</tr>
<tr>
<td>kg</td>
<td>kilogram</td>
</tr>
<tr>
<td>kl</td>
<td>kilolitre</td>
</tr>
<tr>
<td>km</td>
<td>kilometre</td>
</tr>
<tr>
<td>km-pass</td>
<td>kilometre-pass</td>
</tr>
<tr>
<td>kPa</td>
<td>kilopascal</td>
</tr>
<tr>
<td>kW</td>
<td>kilowatt</td>
</tr>
<tr>
<td>l</td>
<td>litre</td>
</tr>
<tr>
<td>m</td>
<td>metre</td>
</tr>
<tr>
<td>mm</td>
<td>millimetre</td>
</tr>
<tr>
<td>m²</td>
<td>square metre</td>
</tr>
<tr>
<td>m²-pass</td>
<td>square metre pass</td>
</tr>
<tr>
<td>m³</td>
<td>cubic metre</td>
</tr>
<tr>
<td>m³-km</td>
<td>cubic metre-kilometre</td>
</tr>
<tr>
<td>MN</td>
<td>meganewton</td>
</tr>
<tr>
<td>MN.m</td>
<td>meganewton-metre</td>
</tr>
<tr>
<td>MPa</td>
<td>megapascal</td>
</tr>
<tr>
<td>No.</td>
<td>number</td>
</tr>
<tr>
<td>Prov sum¹</td>
<td>provisional sum</td>
</tr>
<tr>
<td>PC-sum</td>
<td>prime cost sum</td>
</tr>
<tr>
<td>R/only</td>
<td>Rate only</td>
</tr>
<tr>
<td>sum</td>
<td>Lump sum</td>
</tr>
<tr>
<td>t</td>
<td>ton (1000kg)</td>
</tr>
<tr>
<td>W/day</td>
<td>Work day</td>
</tr>
</tbody>
</table>

¹ Provisional Sums should not be used unless absolutely unavoidable. Rather include specifications and associated bill items for the most likely scope of work, and then change later using the compensation event procedure if necessary. This is because tenderers cannot programme effectively for unknown scopes of work.
2.2. General assumptions

2.2.1. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.

2.2.2. The Prices and rates stated for each item in the Bill of Quantities shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the Contractor in carrying out or providing that item.

2.2.3. Clause 63.13 in Option B provides that these rates and Prices may be used as a basis for assessment of compensation events instead of Defined Cost.

2.2.4. Where this contract requires detailed drawings, designs or other information to be provided, and no rates or prices are included in the bill specifically for such matters, then the Contractor is deemed to have allowed for all costs associated with such requirements within the tendered rates and Prices in the Bill of Quantities.

2.2.5. An item against which no Price is entered will be treated as covered by other Prices or rates in the bill of quantities. If a number of items are grouped together for pricing purposes, this will be treated as a single lump sum.

2.2.6. The quantities contained in the Bill of Quantities may not be final and do not necessarily represent the actual amount of work to be done. The quantities of work assessed and certified for payment by the Project Manager at each assessment date will be used for determining payments due and not the quantities given in the Bill of Quantities.

2.2.7. The short descriptions of the items of payment given in the bill of quantities are only for the purposes of identifying the items. More detail regarding the extent of the work entailed under each item is provided in the Works Information.

2.3. Departures from the method of measurement

2.3.1. None
C2.2 the bill of quantities
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>EXECUTIVE SUMMARY</td>
<td></td>
</tr>
<tr>
<td></td>
<td>CCTV FOR PEDESTRIAN GATE</td>
<td></td>
</tr>
<tr>
<td></td>
<td>ACCESS CONTROL</td>
<td></td>
</tr>
<tr>
<td></td>
<td>GATE INTERCOM</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>VAT @15%</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL INCL. VAT</strong></td>
<td></td>
</tr>
<tr>
<td>Item No.</td>
<td>Description</td>
<td>Unit</td>
</tr>
<tr>
<td>---------</td>
<td>-----------------------------------------------------------------------------</td>
<td>------</td>
</tr>
<tr>
<td></td>
<td>SUPPLY, DELIVERY, INSTALLATION, WIRING AND CERTIFICATION OF CCTV, ACCESS CONTROL SYSTEMS AND INTERCOM FOR THE MAIN &amp; PEDESTRIAN GATE AT WATERFALL TRANSNET SOC HEAD QUARTERS</td>
<td></td>
</tr>
<tr>
<td></td>
<td>CCTV FOR PEDESTRIAN GATE</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Video Surveillance</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fixed Camera incl. Housing (IP67, NEMA 4x), Bracket (LTC9215/12) and Lens 3.8-13mm (IP 8000 5MP IVA)</td>
<td>No</td>
</tr>
<tr>
<td></td>
<td>Camera power supply</td>
<td>No</td>
</tr>
<tr>
<td></td>
<td>Camera pole – 4m AGL</td>
<td>No</td>
</tr>
<tr>
<td></td>
<td>Camera Lightning Protection: Gigabit Single Port Rj45 60v Lightning &amp; Surge Protector (PoE)</td>
<td>No</td>
</tr>
<tr>
<td></td>
<td>6 port PoE+ Access Switch</td>
<td>No</td>
</tr>
<tr>
<td></td>
<td>Cat6 Fly leads</td>
<td>No</td>
</tr>
<tr>
<td></td>
<td><strong>General</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fibre Network/Ethernet link to Main Gate</td>
<td>No</td>
</tr>
<tr>
<td></td>
<td>Equipment Enclosure - rugged outdoor (IP65)</td>
<td>No</td>
</tr>
<tr>
<td></td>
<td>Camera DC power supply</td>
<td>No</td>
</tr>
<tr>
<td></td>
<td>Cable and containment</td>
<td>No</td>
</tr>
<tr>
<td></td>
<td>Any additional equipment required for a complete system</td>
<td>No</td>
</tr>
</tbody>
</table>

Carried to Executive Summary
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Unit</th>
<th>Qty</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ACCESS CONTROL</strong>&lt;br&gt;<strong>Main Gate Access Control</strong>&lt;br&gt;Biometric readers to interface to time and attendance</td>
<td>No</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Pedestrian Gate Access Control</strong>&lt;br&gt;Controller module</td>
<td>No</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Outdoor Magnetic Lock with Bracket and door contact</td>
<td>No</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pedestrian Swing gate motor (Maximum gate weight of 25kg)</td>
<td>No</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Biometric readers to interface to time and attendance</td>
<td>No</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Power supply, distribution box for Door Controller: Nova PSU 12VDC 3A power pack</td>
<td>No</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>General</strong>&lt;br&gt;Fibre Network/Ethernet link to Main Gate</td>
<td>No</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4 Pair mylar cable to connect maglock to controller</td>
<td>No</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equipment Enclosure - rugged outdoor</td>
<td>No</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cable and containment</td>
<td>No</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Any additional equipment required for a complete system</td>
<td>No</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Building Access Control</strong>&lt;br&gt;Door controller</td>
<td>No</td>
<td>9</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Outdoor Magnetic Lock with Bracket with door contact</td>
<td>No</td>
<td>9</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Biometric readers, with mounting plate</td>
<td>No</td>
<td>9</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Emergency resettable green break glass with cover: REG FR02-1</td>
<td>No</td>
<td>9</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Door Controller module 12V Power Supply</td>
<td>No</td>
<td>9</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>No touch sensor: 474U Touchless Series</td>
<td>No</td>
<td>9</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Controller: ECIII Advanced Controller (come with Xtime OEM (Original Equipment Manufacturer) Firmware)</td>
<td>No</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Door controller / PSU Cabinet - Allbrox 6 With Device Plate</td>
<td>No</td>
<td>9</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Carried to Executive Summary</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item No.</td>
<td>Description</td>
<td>Unit</td>
<td>Qty</td>
<td>Rate</td>
<td>Amount</td>
</tr>
<tr>
<td>---------</td>
<td>-------------------------------------------------------</td>
<td>------</td>
<td>-----</td>
<td>------</td>
<td>--------</td>
</tr>
<tr>
<td></td>
<td>General</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fibre Network/Ethernet link to each door</td>
<td>No</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Equipment Enclosure - rugged outdoor</td>
<td>No</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Cable and containment</td>
<td>No</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Any additional equipment required for a complete system</td>
<td>No</td>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Carried to Executive Summary
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Unit</th>
<th>Qty</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>GATE INTERCOM</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Intercom</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Call point station: Audio door station</td>
<td>No</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Master station desk phone</td>
<td>No</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Server/ controller</td>
<td>No</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>General</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fibre Network/Ethernet link to Main Gate</td>
<td>No</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Equipment Enclosure - rugged outdoor</td>
<td>No</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Cable and containment</td>
<td>No</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Intercom on the outside of the pedestrian gate</td>
<td>No</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Any additional equipment required for a complete</td>
<td>No</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>system</td>
<td></td>
<td></td>
<td></td>
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</table>

Carried to Executive Summary
PART C3: SCOPE OF WORK

<table>
<thead>
<tr>
<th>Document reference</th>
<th>Title</th>
<th>No of page</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>This cover page</td>
<td>1</td>
</tr>
<tr>
<td>C3.1</td>
<td>Employer's Works Information</td>
<td>8</td>
</tr>
</tbody>
</table>

Total number of pages 9
C3.1 EMPLOYER’S WORKS INFORMATION

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  1.1 ....................................................................................................................... 3
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SECTION 1

1  Description of the works

1.1  Employer’s objectives

It is the objective of the Employer to install a new pedestrian gate along the site perimeter to allow access to the pedestrians to access the site away from the Main Vehicle entrance. The Pedestrian gate will be supplied and installed by others. The scope of this requirement is to monitor the gate and to provide access control for entrance and exit, this gate requires intercom from the outside to accommodate people who will require access through the permission form the security. The employer also intend to replace four of the existing access control readers at the main gate with the system that will be integrated to the time and attendance.

1.3  Interpretation and terminology

1.3.1  The following abbreviations are used in this Works Information:

<table>
<thead>
<tr>
<th>Drawings</th>
<th>The latest revision of the construction drawings</th>
</tr>
</thead>
<tbody>
<tr>
<td>Specification/s</td>
<td>The document/s forming part of the contract, in which methods of executing the various items of work, and the nature and quality of the Materials to be supplied are described. The specification includes technical schedules and drawings attached thereto as well as all samples and patterns interpretation of incorporated documentation.</td>
</tr>
<tr>
<td>Supervisor</td>
<td>Responsible for checking that the works are constructed in accordance with the Drawings and the Specification.</td>
</tr>
<tr>
<td>Project Manager</td>
<td>Responsible for contractual matters, cost and time.</td>
</tr>
<tr>
<td>Contractor</td>
<td>The company engaged to construct the works.</td>
</tr>
<tr>
<td>works</td>
<td>That which is to be constructed.</td>
</tr>
</tbody>
</table>

1.3.2  The following terms are defined in the Works Information:

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Meaning given to the abbreviation</th>
</tr>
</thead>
<tbody>
<tr>
<td>AIA</td>
<td>Authorised Inspection Authority</td>
</tr>
<tr>
<td>BBEEE</td>
<td>Broad Based Black Economic Empowerment</td>
</tr>
<tr>
<td>CCTV</td>
<td>Closed Circuit Television</td>
</tr>
<tr>
<td>CDR</td>
<td>Contractor Documentation Register</td>
</tr>
<tr>
<td>CDS</td>
<td>Contractor Documentation Schedule</td>
</tr>
<tr>
<td>CM</td>
<td>Construction Manager</td>
</tr>
<tr>
<td>CPM</td>
<td>Critical Path Method</td>
</tr>
<tr>
<td>CM</td>
<td>Construction Manager</td>
</tr>
<tr>
<td>DB</td>
<td>Distribution Board</td>
</tr>
<tr>
<td>DWG</td>
<td>Drawings</td>
</tr>
<tr>
<td>HSSP</td>
<td>Health and Safety Surveillance Plan</td>
</tr>
</tbody>
</table>
1.3.3 Wherever the following words or phrases are used in the listed or referenced documentation, they are interpreted in this contract as follows:

<table>
<thead>
<tr>
<th>Word or phrase</th>
<th>Interpretation</th>
</tr>
</thead>
<tbody>
<tr>
<td>'Transnet SOC Limited' in the context of: owner, occupier or user of the new asset; insurer of the works; paymaster (i.e. Transnet shall pay); a Party to the contract.</td>
<td>The Employer</td>
</tr>
<tr>
<td>'Transnet SOC Limited' in the context of: a duty or procedure to be performed in the administration of the contract accepted by (or to the satisfaction of) the Project Manager, Engineer or the Architect</td>
<td>the Project Manager or the Supervisor as determined by the conditions of contract accepted by the Project Manager or the Supervisor</td>
</tr>
</tbody>
</table>
2 Scope Work

2.1.1 CCTV Requirements

The Contractor shall supply and install two outdoor fixed cameras to monitor the pedestrian gate. The cameras will be mounted on a single camera pole located within the site, with dedicated views of the entry and exit sides. The cameras must be outdoor IR illuminated fixed cameras. The cameras shall be fixed outdoor camera, with IP66 and IK10 rating (camera housing) with sufficient sun and weather shielding.

The cameras shall be integrated into the existing video surveillance system. The contractor shall review and amend (drawings) current network architecture as they identify and use open ports on Main gate guardroom switch to add new cameras. Contractor shall activate ports and configure them to only connect equipment at the pedestrian gate. All new cameras are to be integrated into the current running software, hardware and video recording system. Cameras to be supplied with licences as per the requirement. The systems will link via a new Fibre/Ethernet based network to the existing infrastructure at the Main Gate.

The requirements for the camera installation shall include the following:

a. Cameras shall be IP based
b. Cameras will be powered through PoE/ PoE+
c. DC power shall be used camera for heater
d. Camera shall be housed in IP66 and IK10 rating housing with sunshield
e. IP Cat6 cable shall be used for communication with a maximum length of 90m
f. Camera pole shall 4m steel mast, grounded
g. Surge arrestors shall be applied on both ends of long travelling cables to protect equipment
h. Where ports are not available on switch in Main gate guardroom a 6port PoE+ cisco switch will be procured, set-up, installed and added on network by Contractor

2.1.2 Gate access Control

The Contractor shall design, supply, install, and commission an access control system at the new pedestrian gate, four biometric readers at the main gate that will integrate to the site existing access control system. The pedestrian gate installed is a single leaf swing gate and the main entrance requires only the replacement of the four existing biometric readers with Mopho Access sigma lite+ biometric readers. The access control requirements on the gate include:

a. Access to gate shall be via two biometric readers, one entry and one exit.
b. The readers will be mounted on the gate posts and will be protected with weather sunshield
c. Gate shall be locked with a magnetic lock and gate open/close status monitored via door contacts.
d. The access control on the gate shall be fail secure.
e. Gate shall be controlled locally via readers and remotely from the guardroom within the building.
f. The gate shall auto-close/open via a robust electronic door closure.
g. Gate shall open towards the inside and shall have clear marked instructions for operation.
h. Gate shall have a means (sensor and time delay) of not closing while people are passing.
i. The pedestrian swing gate closure shall cater for manual operation when required or during failure.
j. Gate shall be integrated to the existing building’s access control system for monitoring/ control and data management.
k. Gate access control devices shall be of the same make as the currently installed system in the building for ease of maintenance and integration
l. Gate system shall interface via existing network infrastructure at the Main Gate entrance guardsroom.
m. Contractor shall provide and install power and communications cabling for equipment at the gate.
n. Contractor shall provide cable sleeves where required. All cables underground shall be sleeved.
o. All cables shall be ganged, not joined, and not exposed but go through sleeves and conduits and/or steel Sprague.

2.1.3 Intercom

The Contractor shall supply, install and commission an intercom master and call-point station at the pedestrian access controlled gate. The Intercom requirements include:

a. Intercom system shall be IP-based
b. Intercom system shall make use of currently installed security network
c. Call station shall be installed at the pedestrian gate
d. Master station shall be installed at the Security control room
e. Intercom server shall be installed in the security server room rack
f. Intercom call point shall have:
   • Speaker with audible sound
   • Microphone that can hear from a reasonable distance
   • Call status via sound and/or LED
   • Be housed in a vandal proof, rain cover (IP54 and higher) steel housing
   • Cat5e or Cat6 UTP cable shall be used
   • Powered through PoE
   • One click button to initiate/make a call to master station
   • Clear communication

g. Intercom Master station shall have/be:
   • Cat5e or Cat6 UTP cable to be used
   • Powered through PoE
   • Have a dial pad
   • LCD screen for device status, dial number etc.
   • Be a hands-free Security desk phone
   • Clear communication (talk and hearing from a short distance)
   • Volume controls
h. Intercom server/control unit shall:
   • Ease of start-up and maintain (robust)
   • Have once-off license
   • Have call recording capability
   • Connect to master and call points through the waterfall security LAN network
   • Cater for future additional intercom stations

2.1.4 Building Access Control

The Contractor shall supply, install and commission access control on 8 single-leaf doors within the building. The access control shall be integrated to the existing access on the building. The requirements for the access control include:

a. Entry access on the doors shall be via a biometric reader mounted neatly and tagged outside the room.
b. Exit access on the door shall be via a no-touch infrared sensor mounted next to door within the room.
c. For safety, a green break-glass unit with cover shall be installed and mounted next to the exit no-touch sensor.
d. The doors shall locked with a magnetic lock while open/close status shall be monitored via door contacts integrated in maglock.
e. The access control on the doors shall be fail safe.
f. Same as the other existing doors, access shall be controlled locally via readers on the door and remotely from the guardroom.
g. Doors shall be integrated to the existing building’s access control system for monitoring/ control and data management.
h. Doors access control devices shall be of the same make as the currently installed system in the building for ease of maintenance and integration
i. Doors controller shall interface with existing system via existing network infrastructure at the server room.
j. Additional equipment (switches, cluster controller, panel power and cables, etc) shall be provided, configured, and commissioned by Contractor where required.
k. Contractor shall provide and install power and communications cabling for equipment at the doors.
l. Contractor shall provide additional licences where required and integrate/add all equipment on the existing access control system software.
m. Contractor shall provide cable sleeves where required.

2.2 Quantities to be quoted for

The Contractor shall supply, deliver, install and commission the CCTV, access control system, and intercom. The Contractor shall ensure that all components required for a complete, functional system are quoted on. Where listed equipment is obsolete, Contractor shall notify the Client and provide the latest superseding technology and assure that integration to existing system is possible. The supply of equipment shall meet the minimum listed below.

2.2.1 CCTV for pedestrian gate

<table>
<thead>
<tr>
<th>Video Surveillance</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Fixed Camera incl. Housing (IP67, NEMA 4x), Bracket (LTC9215/12) and Lens 3.8-13mm (IP 8000 5MP IVA)</td>
<td>2</td>
</tr>
<tr>
<td>2 Camera power supply</td>
<td>2</td>
</tr>
<tr>
<td>3 Camera pole – 4m AGL</td>
<td>1</td>
</tr>
<tr>
<td>5 Camera Lightning Protection: Gigabit Single Port Rj45 60v Lightning &amp; Surge Protector (PoE)</td>
<td>2</td>
</tr>
<tr>
<td>6 6 port PoE+ Access Switch</td>
<td>1</td>
</tr>
<tr>
<td>7 Cat5 Fly leads</td>
<td>6</td>
</tr>
<tr>
<td><strong>General</strong></td>
<td></td>
</tr>
<tr>
<td>8 Fibre Network/Ethernet link to Main Gate</td>
<td>1</td>
</tr>
<tr>
<td>9 Equipment Enclosure - rugged outdoor (IP65)</td>
<td>1</td>
</tr>
<tr>
<td>10 Camera DC power supply</td>
<td>2</td>
</tr>
<tr>
<td>11 Cable and containment</td>
<td>1</td>
</tr>
<tr>
<td>12 Any additional equipment required for a complete system</td>
<td>1</td>
</tr>
</tbody>
</table>

2.2.2 Quantities for Main Gate Access Control

<table>
<thead>
<tr>
<th>Access Control</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 Biometric readers to interface to time and attendance</td>
<td>4</td>
</tr>
</tbody>
</table>
### 2.2.3 Quantities for Pedestrian Gate Access Control

<table>
<thead>
<tr>
<th><strong>Access Control</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Controller module</td>
<td>1</td>
</tr>
<tr>
<td>2. Outdoor Magnetic Lock with Bracket and door contact</td>
<td>1</td>
</tr>
<tr>
<td>3. Pedestrian Swing gate motor (Maximum gate weight of 25kg)</td>
<td>1</td>
</tr>
<tr>
<td>4. Biometric readers to interface to time and attendance</td>
<td>2</td>
</tr>
<tr>
<td>5. Power supply, distribution box for Door Controller: Nova PSU 12VDC 3A power pack</td>
<td>1</td>
</tr>
</tbody>
</table>

### 2.2.4 Quantities for Gate Intercom

<table>
<thead>
<tr>
<th><strong>Intercom</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Call point station: Audio door station</td>
<td>1</td>
</tr>
<tr>
<td>2. Master station desk phone</td>
<td>1</td>
</tr>
<tr>
<td>3. Server/ controller</td>
<td>1</td>
</tr>
</tbody>
</table>

### 2.2.5 Quantities for Building Access Control

<table>
<thead>
<tr>
<th><strong>Access Control</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Door controller</td>
<td>9</td>
</tr>
<tr>
<td>2. Outdoor Magnetic Lock with Bracket with door contact</td>
<td>9</td>
</tr>
<tr>
<td>3. Biometric readers, with mounting plate</td>
<td>9</td>
</tr>
<tr>
<td>4. Emergency resettable green break glass with cover: REG FR02-1</td>
<td>9</td>
</tr>
<tr>
<td>5. Door Controller module 12V Power Supply</td>
<td>9</td>
</tr>
<tr>
<td>6. No touch sensor: 474U Touchless Series</td>
<td>9</td>
</tr>
<tr>
<td>7. Controller: ECIII Advanced Controller (come with Xtime OEM (Original Equipment Manufacturer) Firmware)</td>
<td>2</td>
</tr>
<tr>
<td>8. Door controller / PSU Cabinet - Allbrox 6 With Device Plate</td>
<td>9</td>
</tr>
</tbody>
</table>

### General

| 6. Fibre Network/Ethernet link to Main Gate | 1 |
| 7. Equipment Enclosure - rugged outdoor | 1 |
| 8. Cable and containment | 1 |
| 9. Intercom on the outside of the pedestrian gate | 1 |
| 10. Any additional equipment required for a complete system | 1 |
2.3 **Protection and control of Plant, Materials and Equipment**

The Contractor, at all times, provides protection for all Plant, Materials and Equipment from damage or loss due to weather, fire, theft, unexplained disappearance, or other similar calamity.

2.4 **Tests and inspections**

2.4.1 The Contractor procures, install and commission CCTV, pedestrian swing gate motor, door access control and intercom equipment based on the requirements established in the engineering phase. The Contractor submits a system to the Employer for approval, prior to the Manufacture and FAT. Should a there be a need the Employer is invited to FAT.

2.4.2 Once equipment is delivered to the site by Contractor. The Contractor installs all the equipment based on the Approved Designs. The Contractor provides all associated consumables.

2.4.3 The Contractor supplies and installs all system network cabling, power reticulation and earthing for equipment, based on the Designs, and this document.

2.4.4 The Contractor supplies and installs, for cables installed by the Contractor, cable strapping, cable marking and wire marking equipment. The Contractor provides associated consumables.

2.4.5 Where not available, the Contractor installs cable racking and trunking. Also does installation of sprague tubing between trunking and all panels supplied.

2.4.6 The Contractor is required to provide a manufacturer’s warranty on new hardware provided as part of this Works Information of not less than 52 weeks from time of handover.

2.4.7 Software versioning to be addressed at procurement and impact of more recent upgrades to be assessed also as part of this Works Information. All licenses, latest version to be installed only if integration to existing system is possible.

2.4.8 The Contractor performs site acceptance tests (SATs) of all works, in accordance with documented SAT procedures that are adequate to demonstrate an accurate installation and requirements compliance. The Contractor submits such SAT procedures prior to the SATs to the Employer for approval.

2.5 **Commissioning**

2.5.1 The commissioning is performed in 2 stages:

- Stage 1: Sign off mechanical installation per device with sign-off by the Contractor and the Employer.
- Stage 2: Sign off the systems functionality and integration with sign-off from the Contractor and the Employer.

2.5.2 The Contractor submits the commissioning plan to the Employer for approval, prior to the commissioning.

2.5.3 The Contractor is responsible for commissioning, with the Employer witnessing the commission to the access control and intercom.

2.5.4 After commissioning, the Contractor performs security system performance tests, in accordance with documented test procedures that are adequate to demonstrate system performance. The Contractor submits the performance test procedure to the Employer for approval, prior to the performance test. The Contractor notifies the Employer at least 5 days in advance of such activities.

2.5.5 The Contractor red-lines engineering detailed design documentation during FAT, installation and commissioning to reflect:

- Changes as a result of instructions from the Employer.
- Changes requested by Contractor in the case where it is not possible or practical to implement the system as per the Design Specification.
- Errors and/or omissions found in the design.

2.5.6 The Contractor signs the redline documentation and submits the documentation to the Employer for approval. The Contractor will backdraft all his documents on the basis of the redlines and submit as final As-Builts.

2.5.7 The Contractor performs the installation as per the red-line drawings only after approval of these changes by the Employer.

2.5.8 The Contractor provides the Employer with a complete set of handover documentation (i.e. Data Books), which accurately reflect As-Built status.

2.5.9 Prior to commissioning, the Contractor presents the Employer with an electrical CoC for the Contractor’s scope of electrical installations.

2.6 As-built drawings, operating manuals and maintenance schedules

2.6.1 On handover the Contractor provides the following:

Construction Record (as-built) drawings (1 x electronic and 1 x hard copies)
- All revised/ updated electronic design architecture layouts
- All CAD, Visio etc. native drawings (schematics and architecture)
- Updated system (access control, switches, intercom, etc.) configuration list

The Contractor is required to deliver the following documentation as part of the works:

<table>
<thead>
<tr>
<th>Description</th>
<th>Document Number (Previous Rev/Status)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Access Control and Intercom Functional Design and Detailed Design Specification</td>
<td>TBC</td>
</tr>
<tr>
<td>Installed Access Control and Intercom maintenance procedures</td>
<td>TBC</td>
</tr>
<tr>
<td>Standard Operating Procedures</td>
<td>TBC</td>
</tr>
<tr>
<td>Overall Systems Architecture Diagram</td>
<td>TBC</td>
</tr>
<tr>
<td>FAT Procedures &amp; Reports</td>
<td>TBC</td>
</tr>
<tr>
<td>SAT Procedures &amp; Reports</td>
<td>TBC</td>
</tr>
<tr>
<td>Commissioning Plan(s)</td>
<td>TBC</td>
</tr>
<tr>
<td>Performance Test Plan</td>
<td>TBC</td>
</tr>
<tr>
<td>As-built Data Book</td>
<td>TBC</td>
</tr>
<tr>
<td>CoC’s for electrical Installations that are part of the Works (if required)</td>
<td>TBC</td>
</tr>
<tr>
<td>As built (Asset list/ License roadmap, equipment end of life report)</td>
<td>TBC</td>
</tr>
</tbody>
</table>