

Transnet Port Terminals

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

SUPPLY AND INSTALLATION OF CCTV CAMERAS AT NGQURA CONTAINER TERMINAL (NCT) OF TRANSNET SOC LTD (REG. NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT"), AS A ONCE OFF SUPPLY.

RFP NUMBER	: TPT/2024/03/0057/60598/RFP
ISSUE DATE	: 17 May 2024
NON-COMPULSORY BRIEFING	: 28 May 2024
CLOSING DATE	: 14 June 2024
CLOSING TIME	: 10h00am
TENDER VALIDITY PERIOD	: 12 weeks from closing date

Contents

Number Heading

The Tender

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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].

DESCRIPTION	SUPPLY AND INSTALLATION OF CCTV CAMERAS AT NGQURA CONTAINER TERMINAL (NCT) OF TRANSNET SOC LTD (REG. NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT"), AS A ONCE OFF SUPPLY.
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za and the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) FREE OF CHARGE.

NON-COMPULSORY TENDER CLARIFICATION MEETING	A Non-compulsory Tender Clarification Meeting will be conducted via Microsoft teams on the 28 May 2024, at 10:00am [10 O'clock] for a period of ± 2 (two) hours. A non-compulsory Tender Clarification Meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late. Please find the below link to access the briefing session: Microsoft Teams meeting Join on your computer, mobile app or room device Join the meeting now Meeting ID: 365 529 277 955 Passcode: T9cUCv Dial-in by phone +27 21 835 5059,980653213# South Africa, Cape Town Find a local number Phone conference ID: 980 653 213#
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TRANSNET PORT TERMINALS
TENDER NUMBER: TPT/2024/03/0057/60598/RFP
DESCRIPTION OF THE SERVICES: SUPPLY AND INSTALLATION OF CCTV CAMERAS AT NGQURA CONTAINER TERMINAL (NCT) OF TRANSNET SOC LTD (REG. NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT"), AS A ONCE OFF SUPPLY.

	Join on a video conferencing device Tenant key: teams@transnet.onpexip.com Video ID: 129 638 763 6 More info For organizers: Meeting options Reset dial-in PIN http://intranet.inter.transnet.local/Videos/General/Transnet%20Recovery%20Plan/VID-20231214-WA0000?Web=1
CLOSING DATE	10:00am on 14 June 2024 Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.

2. TENDER SUBMISSION

Transnet has implemented a new electronic tender submission system, the e-Tender Submission Portal, in line with the overall Transnet digitalization strategy where suppliers can view advertised tenders, register their information, log their intent to respond to bids and upload their bid proposals/responses on to the system.

a) The Transnet e-Tender Submission Portal can be accessed as follows:

Log on to the Transnet eTenders management platform website (<https://transnetetenders.azurewebsites.net>);

- Click on "ADVERTISED TENDERS" to view advertised tenders;
- Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
- Click on "SIGN IN/REGISTER" - to sign in if already registered;
- Toggle (click to switch) the "Log an Intent" button to submit a bid;
- Submit bid documents by uploading them into the system against each tender selected.
- **Tenderers are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted.**

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- b) 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.
 - c) Submissions must not contain documents relating to any Tender other than that shown on the submission.

3. CONFIDENTIALITY

All information related to this RFP is to be treated with strict confidentiality. In this regard Tenderers are required to certify that they have acquainted themselves with the Non-Disclosure Agreement. All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Works, which is either directly or indirectly related to Transnet's business, written approval to divulge such information must be obtained from Transnet.

4. DISCLAIMERS

Tenderers are hereby advised that Transnet is not committed to any course of action as a result of its issuance of this Tender and/or its receipt of a tender offer. In particular, please note that Transnet reserves the right to:

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;



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- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
 - 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
 - 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
 - 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
 - 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable on T2.2-13], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
 - 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:
 - *unduly high or unduly low tendered rates or amounts in the tender offer;*
 - *contract data of contract provided by the tenderer; or*
 - *the contents of the tender returnables which are to be included in the contract.*

5. Transnet will not reimburse any Tenderer for any preparatory costs or other work performed in connection with this Tender, whether or not the Tenderer is awarded a contract.

6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Tenderer 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/>. Tenderer are required to provide the following to Transnet in order to enable it to verify information on the CSD:

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Supplier Number..... and Unique registration reference
number.....(Tender Data)

**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**

T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Engineering and Construction Works Contracts. The Standard for Uniformity in Construction Procurement was first published in Board Notice 62 of 2004 in Government Gazette No 26427 of 9 June 2004. It was subsequently amended in Board Notice 67 of 2005 in Government Gazette No 28127 of 14 October 2005, Board Notice 93 of 2006 in Government Gazette No 29138 of 18 August 2006, Board Notice No 9 of 2008 in Government Gazette No 31823 of 30 January 2009, Board Notice 86 of 2010 in Government Gazette No 33239 of 28 May 2010, Board Notice 136 of 2015 in Government Gazette 38960 of 10 July 2015 and Board Notice 423 of 2019 in Government Gazette No 42622 of 8 August 2019.

This edition incorporates the amendments made in Board Notice 423 of 2019 in Government Gazette 42622 of 8 August 2019. (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.

Clause	Data
C.1.1 The <i>Employer</i> is	Transnet SOC Ltd (Reg No. 1990/000900/30) operating as Transnet Port Terminals
C.1.2 The tender documents issued by the <i>Employer</i> comprise:	
Part T: The Tender	
Part T1: Tendering procedures	T1.1 Tender notice and invitation to tender T1.2 Tender data
Part T2: Returnable documents	T2.1 List of returnable documents T2.2 Returnable schedules
Part C: The contract	
Part C1: Agreements and contract data	C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2) C1.3 Form of Securities
Part C2: Pricing data	C2.1 Pricing instructions



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C2.2 Activity Schedule

Part C3: Scope of work

C3.1 Works Information

Part C4: Site information

C4.1 Site information

C.1.4	The Employer's agent is:	Strategic Sourcing Specialist
	Name:	Nomvuselelo Mabuyakhulu
	Address:	Transnet Port Terminals 202 Anton Lembede Street Durban Central 4001
	Tel No.	072 735 1899
	E – mail	Nomvuselelo.Mabuyakhulu@transnet.net

C.2.1

1. Step One: Test for Administrative Responsiveness

Administrative responsiveness check
- Whether the Bid has been lodged on time - Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time - Verify the validity of all returnable documents - Verify if the Bid document has been duly signed by the authorised respondent

The test for administrative responsiveness [Step One] must be passed for a Respondent's Proposal to progress to Step Two for further pre-qualification.

2. Step Two: Test for Substantive Responsiveness to RFP

The test for substantive responsiveness to this RFP will include the following:

Check for substantive responsiveness
- Whether any general pre-qualification criteria set by Transnet, have been met - Whether the Bid contains a priced offer - Whether the Bid materially complies with the scope and/or specification given - Whether any Technical prequalification criteria have been met as follows:



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- Proof of registration with Private Security Industry Regulatory Authority (PSIRA)
- Letter/ certificate endorsed by OEM confirming bidder is an approved Agent/ Integrator of the system

The test for substantive responsiveness [Step Two] must be passed for a Respondent's Proposal to progress to Step Three for further evaluation.

3. Step three - Functionality:

3.1 Eligibility

The evaluation criteria for measuring eligibility and the points for each criteria and, if any, each sub-criterion are as stated in C3.11 below.

Any tenderer that fails to meet the stipulated pre-qualifying criteria will be regarded as an unacceptable tender.

3.2 Functionality Score

Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying for score for functionality is **70** points.

The evaluation criteria for measuring functionality and the points for each criteria and, if any, each sub-criterion are as stated in C3.11 below.

Any tenderer that fails to meet the stipulated pre-qualifying criteria will be regarded as an unacceptable tender.

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

C.2.12 No alternative tender offers will be considered.

C.2.13.3 Each tender offer shall be in the **English Language**.

C.2.13.5 The *Employer's* details and identification details that are to be shown on each tender offer are as follows:

Identification details:

The tender documents must be uploaded with:

- Name of Tenderer
 - Contact person and details
 - The Tender Number: TPT/2024/03/0057/60598/RFP
- The Tender Description: Supply and installation of

CCTV Cameras at Ngqura Container Terminal (NCT) of Transnet SOC LTD (reg. no 1990/000900/30) operating as Transnet Port Terminals (hereinafter referred to as "TPT"), as a once off supply.

Documents must be marked for the attention of:

Employer's Agent: Nomvuselelo Mabuyakhulu

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

C.2.15 The closing time for submission of tender offers is:

Time: **10:00am** on the **14 June 2024**

Location: The Transnet e-Tender Submission Portal:

(<https://transnetetenders.azurewebsites.net>);

NO LATE TENDERS WILL BE ACCEPTED

C.2.16 The tender offer validity period is **12 weeks** after the closing date. Tenderers are to note that they may be requested to extend the validity period of their tender, on the same terms and conditions, if Transnet's internal evaluation and governance approval processes has not been finalised within the validity period.

C.2.23 The tenderer is required to submit with his tender:

1. A valid Tax Clearance Certificate issued by the South African Revenue Services.

Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.

2. A **valid B-BBEE 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 line with the code of good practice, together with the tender;

3. Proof of registration on the Central Supplier Database;

4. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

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

C3.11 The minimum number of evaluation points for functionality is: **70**

The procedure for the evaluation of responsive tenders is Functionality, Price and Preference:

Tenderers are to list in this schedule compliance to the Eligibility Criteria for the CCTV Cameras. For Evidence tenderer's are to submit proof in the form of either specifications, drawings, data books, brochures, certificates, etc. Proof to be attached as part of this returnable. Failure to comply with eligibility criteria i.e. a "No" answer or "No" response will lead to disqualification.		
Eligibility Criteria		Evidence Provided (Yes/No)
1.	The Contractor must provide the latest letter/ certificate endorsed by the OEM confirming that the contractor is an approved Agent/ Intergrator of the system. The letter must not be older than 3 months.	
2.	The tenderer must provide proof of valid registration (Director and Company registration) with the Private Security Industry Regulatory Authority (PSIRA).	

Only those tenderers who attain the minimum number of evaluation points for Functionality will be eligible for further evaluation, failure to meet the minimum threshold will result in the tender being disqualified and removed from any further consideration.

Functionality Criteria

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

C3.11	The minimum number of evaluation points for functionality is: 70
	The procedure for the evaluation of responsive tenders is Functionality, Price and Preference: Only those tenderers who attain the minimum number of evaluation points for Functionality will be eligible for further evaluation, failure to meet the minimum threshold will result in the tender being disqualified and removed from any

further consideration.			
Functionality criteria	Sub-criteria	Sub-criteria points	Maximum number of points
These Criteria must be read in conjunction with returnable T2.2-01. The tenderer shall indicate compliance by indicating YES/NO and attach evidence.			
		Yes/ No	
T2.2-01 Eligibility NB: The Tenderers are to provide evidence to compliance.	The Contractor must provide latest letter/ certificate endorsed by the OEM confirming that the contractor is an approved Agent/Intergrator of the system.		
	The tenderer must provide proof of valid registration with the Private Security Industry Regulatory Authority (PSIRA)		
This Criteria must be read in conjunction with returnable T2.2-02. Tenderers should submit a complete and comprehensive Quality Plan that demonstrates the following:			
T2.2-02 Quality Management	Project Specific Quality Plan for the contract specifically produced for this scope of works as per EEAM project specification. Please refer to Annexure C for specification EEAM-Q-009 Quality Management System.	4	10
	Project specific Quality Control Plan	3	
	Project specific Quality Data Book Index	3	
This Criteria must be read in conjunction with returnable T2.2-03. The tenderer shall provide the proposed programme (Primavera or Ms. Project), at a minimum Level 3.			

T2.2-03 Programme	Meet the required timeframes: Ability to provide the services in terms of the Employer’s requirements within the required timeframe as stated in the Works Information and Tender Data by indicating, in a logical sequence, the order, the timing, and the duration of the works that will take place in order to Provide the Works.	5	10
	Programme Information: The Tenderer must clearly indicate in the schedule all milestones, activities & information related to the following: Float, Time Risk Allowances, Health and safety requirements, Procedures set out in this contract, Work by the Employer and Others, Access to a part of the site if later than its access date, Acceptances, Plant & Materials and other things to be provided by the employer, Information by Others, Starting date, access dates, Key Dates and Completion Date, Planned Completion for each Key Date for each option and the complete works, how each activity on the Activity Schedule relates to the operations on each programme.	5	
This Criteria must be read in conjunction with returnable T2.2-04. Tenderers are required to demonstrate their past experience in the delivery of similar projects executed in the past five years with a list indicating each project value and contact details of client reference.			
T2.2-04 Previous Experience	Tenderers to provide five (5) or more traceable references for the Installation, testing and commissioning of Video Management System or similar. Letters of reference, to be traceable and contactable to allow verification of track record provided. Sufficient references to substantiate experience indicated (Client name and contact details, project description, duration and contract value). Tenderers to provide completion certificates for all the submitted references.	40	40

This Criteria must be read in conjunction with returnable T2.2-05. The Tenderer must sufficiently demonstrate the approach/methodology that he/she will employ to cover the scope of the project in a method statement			
T2.2-05 Management and CV's	Relevant Technical experience: Management and Technical= 100% 30% Project Manager 40% IT Specialist 30% IT Technician	25	40
	Education, training and skills for the following: Management and Technical =100% 30% Project Manager 40% IT Specialist 30% IT Technician	15	
Maximum possible score for Functionality		100	100
Functionality shall be scored independently by not less than 3 (three) evaluators and averaged in accordance with the following schedules: • T2.2-01 Eligibility • T2.2-02 Quality Management • T2.2-03 Programme • T2.2-04 Previous Experience • T2.2-05 Management and CV's			

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.



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

C.3.11. Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 preference points systems as described in Preferential Procurement Regulations.

80 where the financial value of one or more responsive tenders received have a value equal to or less R50 million, inclusive of all applicable taxes.

Thresholds	Minimum Threshold
Technical / functionality	70

Evaluation Criteria	Final Weighted Scores
Price	80
Specific goals - Scorecard	20
TOTAL SCORE:	100

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 evidence required for any of the Specific Goals applicable in this tender not be provided, a tenderer will score zero preference points for that particular "Specific Goal".**

In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, the following preference points must be awarded to a bidder who provides the relevant required evidence for claiming points

Selected Specific Goal	Number of points allocated (10)
B-BBEE Level of contributor – Level 1&2	10
Black Owned EMEs and QSEs (51% BO)	10
TOTAL	20

The following Table represents the evidence to be submitted for claiming preference points for applicable specific goals in a particular tender:



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Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines

The maximum points for this bid are allocated as follows:

DISCRIPTION	POINTS
PRICE	80
B-BBEE Level of contributor – Level 1&2 = 10 points Black Owned EMEs and QSEs (51% BO) = 10 points	20
Total points for Price and Specific Goals must not exceed	100

Note: Transnet 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.

C.3.13 Tender offers will only be accepted if:

1. 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;
2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;
3. 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.
4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer. Objective criteria include but are not limited to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account inter alia;



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the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) is not undergoing a process of being restricted by Transnet or other state institution that Transnet may be aware of,
- c) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- d) has the legal capacity to enter into the contract,
- e) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- f) complies with the legal requirements, if any, stated in the tender data and
- g) is able, in the option of the employer to perform the contract free of conflicts of interest.

C.3.17 The number of paper copies of the signed contract to be provided by the Employer is 1 (one).

T 1.3 Standard Conditions of Tender

T.1 General

All Bid Documents and subsequent contracts and orders shall be subject to the following general conditions as laid down by Transnet and are to be strictly adhered to by any Respondent to this RFX

T.1.1 Actions

The *Employer* and each Tenderer submitting a tender offer shall comply with these Conditions of Tender. In their dealings with each other, they shall discharge their duties and obligations as set out in T.2 and T.3, timely and with integrity, and behave equitably, honestly and transparently.

T.1.2 Tender Documents

The documents issued by the *Employer* for the purpose of a tender offer are listed in the tender data.

T.1.3 Interpretations

T.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the Mandatory returnable documents are deemed to be part of these Conditions of Tender.

T.1.3.2 These Conditions of Tender, the tender data and those tender schedules which are only required for tender evaluation purposes (as detailed in schedule T1.2 - T3.11.3), shall not form part of any contract arising from the invitation to tender.

T.1.3.3 For the purposes of these Conditions, the following definitions apply:

- a) comparative offer means the Tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
- b) corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the *Employer* or his staff or agents in the tender process; and
- c) fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the *Employer*, including collusive practices intended to establish prices at artificial levels
- d) quality (functionality) means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

T.1.4 Communication and *Employer's* agent

Each communication between the *Employer* and a tenderer shall be to or from the *Employer's* agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The *Employer* shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the *Employer's* agent are stated in the tender data.

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T.1.5 The *Employer's* right to accept or reject any tender offer

The *Employer* may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The *Employer* shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

T.2 Tenderer's obligations

T.2.1 Eligibility

Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with *Employer*.

T.2.2 Cost of tendering

Accept that the *Employer* will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

T.2.3 Check documents

Check the tender documents on receipt for completeness and notify the *Employer* of any discrepancy or omission.

T.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the *Employer* only for the purpose of preparing and submitting a tender offer in response to the invitation.

T.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

T.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the *Employer* may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

T.2.7 Compulsory Briefing Session

Attend, where required, a briefing session at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

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T.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the *Employer* at least ten working days before the closing time stated in the tender data.

T.2.9 Insurance

Be aware that the extent of insurance to be provided by the *Employer* (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

T.2.10 Pricing the tender offer

T.2.10.1 Include all duties, taxes (except South African Value Added Tax (VAT)), and other levies payable by the successful tenderer in the rates, prices, and the tendered total of the prices. All duties, taxes and levies that are applicable 14 days before the closing time as stated in the tender data, to be included in the prices.

T.2.10.2 Show VAT payable by the *Employer* separately as an addition to the tendered total of the prices.

T.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

T.2.10.4 State the rates and prices in South African Rand (ZAR) unless instructed otherwise in the tender data.

T.2.10.5 The delivery place for the Works is as per Part 3 Scope of works in South Africa

T.2.10.6 The *Contractor* shall be responsible for all costs for the transportation of the Works from place of manufacture to the *Employer's* nominated place of delivery in South Africa, including the clearance of the Works through South African Customs, payment of Customs VAT, local testing and onward delivery to Transnet's nominated destination, which costs (excluding the payment of Customs VAT) shall be separately identified in its Tax Invoices henceforth. The *Contractor* will endeavour to reduce exposure to liability for Duty on importation of the works and where not, to capture same. The Inco Term Required is (DDP Incoterms 2010).

T.2.11 Alterations to documents

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the *Employer*, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

T.2.12 Alternative tender offers

T.2.12.1 Submit alternative tender offers only if a main tender offer is also submitted, strictly in accordance with all the requirements of the tender documents. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

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- T.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the *Employer*.
- T.2.13 Submitting a tender offer
- T.2.13.1 Submit a tender offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- T.2.13.2 Return all mandatory returnable documents to the *Employer* after completing them in their entirety.
- T.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the *Employer*.
- T.2.14 Information and data to be completed in all respects
- Accept that tender offers, which do not provide all the data or information requested completely and in the minimum issued format required, will be regarded by the *Employer* as non-responsive.
- T.2.15 Closing date and time
- T.2.15.1 Ensure that the *Employer* receives the tender offer at the location specified in the tender data not later than the closing time stated in the tender data. The *Employer* shall not accept tender offers submitted by telegraph, facsimile, e-mail or tenders submitted by post.
- T.2.15.2 Accept that, if the *Employer* extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.
- T.2.16 Tender offer validity
- T.2.16.1 Hold the tender offer(s) valid for acceptance by the *Employer* at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- T.2.16.2 If requested by the *Employer*, consider extending the validity period stated in the tender data for an agreed additional period.
- T.2.17 Clarification of tender offer after submission
- Provide clarification of a tender offer in response to a request to do so from the *Employer* during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position or substance of the tender offer is sought, offered, or permitted during this stage of the tender process. The total of the prices stated by the tenderer shall be binding upon the tenderer.
- Note: Sub-clause T.2.17 does not preclude the negotiation of price and the final terms of the contract during the post tender negotiation, should the *Employer* elect to do so.
- T.2.18.2 Dispose of samples of materials provided for evaluation by the *Employer*, where required.

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T.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

T.2.20 Submit securities, bonds, policies, etc.

If requested, submit for the *Employer's* acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

T.2.21 Check final draft

Check the final draft of the contract provided by the *Employer* within the time available for the *Employer* to issue the contract.

T.2.23 Certificates

Include in the tender submission or provide the *Employer* with any certificates as stated in the tender data.

T.3 The *Employer's* undertakings

T.3.1 Respond to clarification

Respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

T.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each during the period from the date that tender documents are available until seven days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the *Employer* may grant such extension and, shall then notify all tenderers who drew documents.

T.3.4 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

T.3.5 Test for responsiveness

T.3.5.1 The *Employer* will determine before detailed evaluation, whether each tender offer is properly received, namely:

- a) meets the laid-down grounds for eligibility;
- b) complies with the requirements of these Conditions of Tender;
- c) has been properly and fully completed and signed; and
- d) is responsive to all other requirements of the tender documents, including the return of all Mandatory returnable Schedules and documentation, as specified.

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- T.3.5.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the *Employer's* opinion, would:
- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
 - b) change the *Employer's* or the tenderer's risks and responsibilities under the contract, or
 - c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.
- T.3.5.3 Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.
- T.3.6 Arithmetical errors
- T.3.6.1 Check responsive tender offers for arithmetical errors, correcting them in the following manner:
- a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
 - b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
 - c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.
- T.3.7 Clarification of a tender offer
- Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer
- T.3.8 Principles for Awarding Business
- As is elsewhere also provided in the Tender, Tenderers are advised and should note that any final award of business is entirely conditional upon and subject to the successful conclusion of a written contract between the preferred Tenderer(s) and the *Employer*, which contract will include such terms and conditions as the *Employer's* management and Acquisitions Council may require or prescribe.
- T.3.9 Insurance provided by the *Employer*
- If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the *Employer* to provide.
- T.3.10 Acceptance of tender offer
- T.3.10.1 Accept tender offer only if the tenderer complies with the legal requirements stated in the Tender data

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- T.3.10.2 Notify the successful tenderer of the *Employer's* acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the *Employer* and the successful tenderer as described in the form of offer and acceptance.
- T.3.10.3 The *Employer* reserves the right to conduct post-tender negotiations.
- T.3.11 Notice to unsuccessful Tenderers
- After the successful tenderer has acknowledged the *Employer's* notice of acceptance, notify other tenderers that their tender offers have not been accepted.
- T.3.12 Prepare contract documents
- If necessary, revise documents that shall form part of the contract and that were issued by the *Employer* as part of the tender documents to take account of:
- addenda issued during the tender period,
 - inclusion of some of the mandatory returnable documents,
 - other revisions agreed between the *Employer* and the successful tenderer, and
 - the schedule of deviations attached to the form of offer and acceptance, if any.
- T.3.13 Issue final contract
- Prepare and issue the final draft of contract documents to the successful tenderer for acceptance as soon as possible after the date of the *Employer's* signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the *Employer*, shall be included.
- T.3.14 Complete adjudicator's contract
- Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.
- T.3.15 Provide copies of the contracts
- Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.
- T.3.16 Disclaimers
- a) The *Employer* reserves the right to request audited financial statements for the purposes of the due diligence exercise.
 - b) The *Employer* reserves the right to accept the whole or any part of a tender
 - c) Changes or purported changes by the Tenderer to the Tender prices will not be permitted after the closing date.
 - d) The person(s) signing the Tender must be legally authorised by the Tenderer to do so by way of an appropriate written resolution, as also the person(s) authorised to negotiate on the Tenderer's behalf.

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- e) The *Employer* reserves the right to verify any information supplied by a Tenderer. By submitting a Tender, the Tenderers hereby irrevocably grant the necessary consent to the *Employer* to do so.
- f) The *Employer* reserves the right to undertake post-tender negotiations with those persons appearing on the list of preferred Tenderers, once such list is approved by the Divisional Acquisitions Council.
- g) Unless otherwise expressly stated, each Tender lodged in response to the invitation to Tender shall be deemed to be an offer by the Tenderer. The *Employer* has the right in its sole and unfettered discretion not to accept any offer without assigning any reason therefor.
- h) The *Employer* will not reimburse any Tenderer for any preparatory costs, travelling and/or accommodation costs, or for other work performed in connection with the Tender, whether the Tenderer is awarded any business arising out of the Tender, or not.
- i) The successful tenderer will be subject to the conclusion of a final NEC 3 Engineering and Construction Contract.
- j) Tenderers must note that the *Employer* is not committed to any irrevocable course of action as a result of it issuing the Tender and/or its receipt of any Tender documents. Without limitation to the *Employer's* rights elsewhere contained herein, and in addition thereto, the *Employer* may accordingly in its sole and unfettered discretion:
 - k) change all services stipulated for in the Tender and re-issue the Tender in an amended form;
 - l) reject any Tender which does not conform strictly with the stipulations and requirements which are set out in these documents;
 - m) disqualify late Tenders received after the stated submission deadline;
 - n) not necessarily accept the lowest priced Tender;
 - o) award a contract in connection with this Tender at any time to any person(s) or company;
 - p) make no award of business; and
 - q) withdraw the Tender on good cause at any stage of the Tender process upon written notification to the Tenderers.
- r) The Purchaser reserves the right to use Supplier Development, People with Disabilities, Black Women Owned and Black youth owned as objective criteria

T.3.17 Compliance

- a. Tenderers must be fully compliant with any and all the statutory and common law that is applicable to the tender.
- b. Tenderers shall comply with all applicable South African laws, including without limitation, the following:
 - c. Occupational Health & Safety Act 85 of 1993 ("OHSA");
 - d. International Health Regulation Act 28 of 1974;
 - e. National Environmental Management ACT No. 107 of 1998;
 - f. National Environmental Management Waste Act No. 59 of 2008;
 - g. Environment Conservation Act No. 73 of 1989;
 - h. Hazardous Substances Act 15 1973;
 - i. The Compensation for Occupational Injuries and Disease Act, 1993 (Act No.130 of 1993);
 - j. All material aspects of all applicable legislation, provincial ordinances and local authority by-laws, including all relevant regulations promulgated in terms thereof, which affects the Maritime business;
 - k. The Basic Conditions of Employment Act No. 75 of 1997;
 - l. Criminal Procedure Act No. 51 of 1977;
 - m. National Ports Act No. 12 of 2005 ("NPA") and enabling legislation thereto, including the Port Rules; Harbour Master's Written Instructions and Regulations promulgated in terms of the NPA.

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- n. Control of Access to Public Premises and Vehicle Act, No. 53 of 1985;
- o. Legal Succession to the South African Transport Services Act No. 9 of 1989 (but excluding any tariff provided for in such regulations);
- p. Customs and Excise Act No 91 of 1964;
- q. The National Railway Safety Regulator Act No 16 of 2002;
- r. The Labour Relations Act No. 66 of 1995 and the Regulations thereto, and
- s. Broad-Based Black Economic Empowerment (B-BBEE) Act 53, of 2003.
- t. Competition Act 89 of 1998.

FAILURE TO OBSERVE ANY OF THE AFOREMENTIONED REQUIREMENTS

MAY RESULT IN A PROPOSAL BEING REJECTED

T2.1 List of Returnable Documents

2.1.1 These schedules are required for pre-qualification and eligibility purposes:

- T2.2-01 **Stage One as per PPPFA: Eligibility Criteria Schedule** – Compliance to Eligibility Criteria

2.1.2 Stage two: these schedules will be utilised for evaluation purposes:

- T2.2-02 **Evaluation Schedule:** Quality Management
T2.2-03 **Evaluation Schedule:** Programme
T2.2-04 **Evaluation Schedule :** Previous experience
T2.2-05 **Evaluation Schedule:** Management of Key Personal

2.1.3 Returnable Schedules:

General:

- T2.2-06 Authority to submit tender
T2.2-07 Record of addenda to tender documents
T2.2-08 Letter of Good Standing
T2.2-09 Risk Elements
T2.2-10 Preferential Procurement - BBBEE

Agreement and Commitment by Tenderer:

- T2.2-11 Non-Disclosure Agreement
T2.2-12 RFP Declaration Form
T2.2-13 RFP – Breach of Law
T2.2-14 Certificate of Acquaintance with Tender Document
T2.2-15 Service Provider Integrity Pact
T2.2-16 Supplier Code of Conduct
T2.2-17 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")
T2.2-18 SBD1 Form

2.1.4 Bonds/Guarantees/Financial/Insurance:

- T2.2-19 Insurance provided by the Contractor
T2.2-20 Three (3) years audited financial statements.
T2.2-21 Form of Intent to provide a Performance Guarantee

T2.2-22 Forecast Rate of Invoicing

2.1.5 Transnet Vendor Registration Form:

T2.2-23 Transnet Vendor Registration Form

2.2 C1.1 Offer portion of Form of Offer & Acceptance

2.3 C1.2 Contract Data

2.4 C1.3 Forms of Securities

2.5 C2.1 Pricing Instructions (Activity Schedule)

2.6 C2.2 Activity Schedule

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CCTV Cameras at TPT, Port of Ngqura	Compliance to Eligibility Criteria	Tender Schedule: T2.2-01
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Tenderers are to list in this schedule compliance to the Eligibility Criteria for the CCTV Cameras. For Evidence tenderer's are to submit proof in the form of either specifications, drawings, data books, brochures, certificates, etc. Proof to be attached as part of this returnable. Failure to comply with eligibility criteria i.e. a **"No" answer** or **"No" response** will lead to disqualification.

Eligibility Criteria		Comply (Yes/No)	Evidence Provided (Yes/No)
1.	The Contractor must provide the latest letter/ certificate endorsed by the OEM confirming that the contractor is an approved Agent/Intergrator of the system. The letter must not be older than 3 months.		
2.	The tenderer must provide proof of valid registration (Director and Company registration) with the Private Security Industry Regulatory Authority (PSIRA).		

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2-02: Evaluation Schedule – Quality Management

The tenderer is to note that if successful, and awarded the contract, shall execute and complete the contract as per the EEAM-Q-009 Quality Management Specification for Supplier/Construction.

The tenderer shall as a minimum submit the following:

- Project Quality Plan which satisfies the technical and quality requirements of the *works*, identifying all procedures, reviews, audits, controls and records used to control and verify compliance with the Works Information.
- Project specific Quality data book index (index/list of procedures and method statements to be used during the contract).
- Index/List of procedures and method statements to be used during the contract.
- Quality Control Plans Specific to the Works Information not limited to the following.
 - These Q.C.P's shall identify all inspections, tests and verification requirements to meet Contractual obligations, specifications and related details including destructive and non-destructive testing, witnessing and hold points.
- All hardware components/parts selected to be installed shall have at least 12 months guarantee with a life expectancy guarantee of at least 3 years.
- 1-year warranty on the software with full support.
- A signed Quality Policy based on International Organisation for Standardisation (ISO 9001:2015) that displays the five key policy requirements. These requirements include:
 1. Is appropriate to the purpose of the organisation,
 2. Includes a commitment to comply with requirements and continually improve the effectiveness of the quality management system,
 3. Provides a framework for establishing and reviewing quality objectives,
 4. Is communicated and understood within the organisation, and
 5. Is reviewed for continuing suitability.

Attached submissions to this schedule:

The scoring of the Quality Management will be as follows:

	Project Specific Quality Plan for the contract	Project specific Quality Control Plan	Project Specific Quality Data book Index
Points (10)	4	3	3
Score 0	No PQP submitted.	No QCPs submitted	No Quality Data book Index submitted
Score 20	PQP includes one of five requirements (procedures, reviews, audits, controls and records used to control and verify compliance)	The QCP identifies all inspections, tests and verifications to meet one of the project scope requirements	Quality Data book index is not project specific (in line with Works Information)
Score 40	PQP includes two of five requirements: (procedures, reviews, audits, controls and records used to control compliance)	The QCP identifies all inspections, tests and verifications to meet two of the project scope requirements	Quality Data book index is project specific but inadequate to cover project scope (in line with Works Information)
Score 60	PQP includes three of five requirements: (procedures, reviews, audits, controls and records used to control compliance)	The QCP identifies all inspections, tests and verifications to meet three of the project scope requirements	Data book index shows adequate understanding of project quality requirements (in line with Works Information)
Score 80	PQP includes four of five requirements: (procedures, reviews, audits, controls and records used to control compliance)	The QCP identifies all inspections, tests and verifications to meet four of the project scope requirements	Data book index shows above average understanding of the project quality requirements (in line with Works Information)
Score 100	PQP includes all requirements: (procedures, reviews, audits, controls and records used to control compliance)	QCP's covers all and above the project quality requirements of the project scope	The Data book index covers all and above the project quality requirements of the project scope (in line with Works Information)

T2.2-03: Evaluation Schedule: Programme

Tenderer is to provide a hard copy of the programme in Primavera or MS project format.

The Tenderer's attention is drawn to core clause 31 of the NEC3 Engineering and Construction Contract regarding the items to be shown on a programme.

The Programme should indicate the following columns as a bare minimum:

Task ID	Task description	Start date	Finish date	Successor	Resources & Equipment	Time risk allowances (TRA)
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The tenderer shall provide the proposed programme, at a minimum **Level 3** showing but not limited to the following:

- **Meet the required timeframes:**

Ability to provide the services in terms of the *Employer's* requirements within the required timeframe as stated in the Works Information and Tender Data by indicating, in a logical sequence, the order, the timing, and the duration of the works that will take place in order to Provide the Works.

- **Programme Information:**

The *Tenderer* clearly indicates in the schedule all milestones, activities & information related to the following –

1. Float,
2. Time Risk Allowances,
3. Health and safety requirements,
4. Procedures set out in this contract,
5. Work by the *Employer* and Others,
6. Access to a part of the site if later than its *access date*,
7. Acceptances,
8. Resources & Materials
9. Information by Others,
10. *starting date*, *access dates*, Key Dates and Completion Date
11. planned Completion for each Key Date for each option and the complete works
12. Shows how each activity on the Activity Schedule relates to the operations on the programme

- **Resourcing & Equipment:**

The *Tenderer* indicates how the *Tenderer* plans to do the work identifying the principal Equipment and other resources which he plans to use. Resources & equipment are loaded against activities with their associated rates to the programme for evaluation.

The scoring of the Programme will be as follows:

	Meet the required timeframes (5)	Programme Information (5)
Score 0	The tenderer has submitted no information or inadequate information to determine a score.	The tenderer has submitted no information or inadequate information to determine a score.
Score 20	The programme does not meet any of the required timeframes, key dates and completion dates	The tenderer has addressed some but not all data requirements as listed in this returnable (4 or less of 12 addressed)
Score 40	The programme does not meet all (less than 40%) of the required timeframes, key dates and completion dates	The tenderer has addressed some but not all data requirements as listed in this returnable (> 4 ≤ 6 of 12 addressed)
Score 60	The programme does not meet all (more than 40%, but less than or equal to 60%) of the required timeframes, key dates and completion dates	The tenderer has addressed most but not all data requirements as listed in this returnable (> 6 ≤ 8 of 12 addressed)
Score 80	The programme does meet all (more than 60%, but less than or equal to 99%) of the required timeframes, key dates and completion dates	The tenderer has addressed most but not all data requirements as listed in this returnable (> 8 ≤ 11 of 12 addressed)
Score 100	The programme does meet All of the required timeframes, key dates and completion dates	The tenderer has addressed all data requirements as listed in this returnable (12 of 12 addressed)

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2-04: Evaluation Schedule: Previous Experience

Note to tenderers:

Tenderers are required to demonstrate performance in comparable projects of similar size and nature by supplying the following:

- A list of past / current comparable projects.
- Tenderers to provide five (5) or more traceable references for the Installation, testing and commissioning of Video Management System or similar. Letters of reference, to be traceable and contactable to allow verification of track record provided.
- The Contract value for the past similar projects completed submitted for reference should be equal to or greater than R4 million
- Sufficient references to substantiate experience indicated (Client name and contact details, project description, duration and contract value). Tenderers to provide completion certificates for all the submitted references.

Index of documentation attached to this schedule

	DOCUMENT NAME
1	
2	
3	
4	
5	
6	
7	

	Previous Experience
Points (40)	(40)
Score 0	The Tenderer failed to address the question / issue. Has not submitted the required information.
Score 20	The Tenderer's previous experience presented has no relevance to the scope of this project and did not address any of the required categories. Tenderers generally have experience in one (1) project relating to the scope of works. The tenderer has limited or poor evidence of previous experience.
Score 40	The Tenderer's previous experience presented has some relevance to the project but lacks detail i.e. Description of previous projects, value and references. Tenderers generally have experience in two (2) projects relating to scope of <i>works</i>. The tenderer lacks convincing evidence of knowledge of previous experience, specific to the <i>works</i>.
Score 60	The Tenderer's previous experience presented demonstrates sufficient knowledge and experience to successfully execute this project scope. Tenderers generally have experience in three (3) projects relating to the scope of works. The tenderer has reasonable and relevant previous experience to the particular requirements of the <i>works</i>.
Score 80	The Tenderer's previous experience presented demonstrates a real understanding and substantial evidence of the ability meet the stated project requirements. Tenderers generally have experience in four (4) projects relating to the scope of works. The tenderer has extensive previous experience in relation to the <i>works</i>.
Score 100	The Tenderer's previous experience presented demonstrates real confidence extensive understanding in all of the categories as required. Tenderers generally have experience in more than five (5) projects relating to the scope of works. The tenderer has comprehensive previous experience in projects of a similar nature.

Signed

Date

Name

Position

Tenderer

T2.2-05: Evaluation Schedule: Management & CV's of Key Personnel

The tender must be able to demonstrate that the project personnel have sufficient knowledge, experience and qualifications to provide the required services and submit the following documents as a minimum with the tender:

1. Project Organizational structure to include a clear indication of roles and responsibilities and specific function of each team member.
2. The experience of the assigned key persons in relation to the scope of work will be evaluated from two different points of view, namely:
 - a. Relevant experience
 - b. The education, training and skills. (Proof of education and training must be attached)
Proof of all registration must be attached.
 - c. Key personnel should include atleast, amongst others but not limited to:
 - Project Manager
 - IT Specialist/ Systems Engineer
 - IT Technician

As a minimum each CV should address the following, but not limited to:

- Personal particulars;
- Qualifications (degrees, grades of membership of professional societies and Professional registrations, all these certificates are to be attached);
- Skills;
- Name of current employer and position;
- Overview of post graduate experience (year, organisation, position and responsibilities); and
- Outline of recent assignments / detailed experience that has a bearing on the scope of work.
- Details of experience for proposed staff working in similar projects in terms of nature, competency and value.

i) **Project Manager**

The Project Manager should at least have a minimum qualification of a BSc / B.Tech./ National Diploma in Project Management/Computer Science/Information Technology/Electronics with at least 5 years' experience in CCTV installation and Networking projects.

ii) **IT Specialist/ System Engineer**

The IT Specialist /System Engineer must at least have a minimum qualification of a BSc / B.Tech./ National Diploma in Computer Science/Information Technology with at least 5 years’ experience in CCTV installation, Video Management Systems and Networking projects. The IT Specialist must have experience working in at least 3 separate projects, with at least 1 project in excess of R6m in Video Management Systems and Networking.

iii) **IT Technician**

The IT Technician must at least have a minimum qualification of a N5/N6 Diploma in Information Technology/Electronics with at least 5 years’ experience in CCTV installation, Video Management Systems and Networking projects. The IT Specialist must have experience working in at least 5 separate projects.

Attached submissions to this schedule:

Weight	Relevant Technical experience:	Education, training and skills for the following:
30%	Management and Technical= 100%	Management and Technical =100%
40%	30% Project Manager	30% Project Manager
30%	40% IT Specialist	40% IT Specialist
	30% IT Technician	30% IT Technician
Points (40)	25	15
(score 0)	Failed to provide information or inadequate information provided to determine a score	Failed to provide information or inadequate information provided to determine a score
(score 20)	Key staff do not have relevant levels of relevant experience. - Project Manager: < 3 years - IT Specialist: < 3 years - IT Technician: < 3 years	Key staff does not have project specific education, skills, training and experience as indicated above.
(score 40)	Key staff have limited levels of general experience - Project Manager: ≥ 3 < 5 years - IT Specialist: ≥ 3 < 5 years - IT Technician: ≥ 3 < 5 years	Key staff have limited levels of project specific education, skills, training and experience
(score 60)	Key staff have reasonable levels of general experience - Project Manager: ≥ 5 < 7 years - IT Specialist: ≥ 5 < 7 years - IT Technician: ≥ 5 < 7 years	Key staff have reasonable levels of project specific education, skills, training and experience

(score 80)	▪ Key staff have extensive levels of general experience ▪ Project Manager: ≥ 7 < 10 years ▪ IT Specialist: ≥ 7 < 10 years ▪ IT Technician: ≥ 7 < 10 years	Key staff have extensive levels of project specific education, skills, training and experience
(score 100)	▪ Key staff have outstanding levels of general experience ▪ Project Manager: ≥ 10 years ▪ IT Specialist: ≥ 10 years ▪ IT Technician: ≥ 10 years	Key staff have outstanding levels of project specific education, skills, training and experience

T2.2-06: 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.

A - COMPANY	B - PARTNERSHIP	C - JOINT VENTURE	D - SOLE PROPRIETOR

A. Certificate for Company

I, _____ chairperson of the board of directors _____
 _____, 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.

Name	Address	Signature	Date

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.

Name of firm	Address	Authorising signature, name (in caps) and capacity

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

TRANSNET PORT TERMINALS
TENDER NUMBER: TPT/2024/03/0057/60598/RFP
DESCRIPTION OF THE SERVICES: SUPPLY AND INSTALLATION OF CCTV CAMERAS AT NGQURA CONTAINER
TERMINAL (NCT) OF TRANSNET SOC LTD (REG. NO 1990/000900/30) OPERATING AS TRANSNET PORT
TERMINALS (HEREINAFTER REFERRED TO AS "TPT"), AS A ONCE OFF SUPPLY

T2.2-07: Record of Addenda to Tender Documents

This schedule as submitted confirms 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 specific tender offer:

	Date	Title or Details
1		
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T2.2-08 Letter/s of Good Standing with the Workmen's Compensation Fund

Attached to this schedule is the Letter/s of Good Standing.

- 1.
- 2.
- 3.
- 4.

Name of Company/Members of Joint Venture:

.....
.....
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T2.2-09: Risk Elements

Tenderers to identify and evaluate the potential risk elements associated with the Works and possible mitigation thereof. The risk elements and the mitigation as identified thereof by the Tenderer are to be submitted.

If No Risks are identified "No Risks" must be stated on this schedule.

Tenderers are also to evaluate any risk/s stated by the *Employer* in Contract Data Part C1, and provide possible mitigation thereof.

Tenders to note: Notwithstanding this information, all costs related to risk elements which are at the Contractor's risk are deemed to be included in the tenderer's offered total of the Prices.

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2022/05/105/RFP

DESCRIPTION OF THE WORKS: REFURBISHMENT OF SUBSTATION 102 AT THE PORT OF PORT ELIZABETH CONTAINER TERMINAL OF TRANSNET SOC LTD (REG.NO.1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS, (HEREINAFTER REFERRED TO AS "TPT"), AS A ONCE OFF SUPPLY

T2.2-10 Preferential Procurement - BBBEE

Priority will be given to the specific goals to advance areas or categories of persons or groups who were previous disadvantaged. The following specific goals will be applicable for this tender:

- I. Entities having a B-BBEE status level 1 to 2.
- II. Exempted Micro Enterprises (EMEs) and Qualifying Small business Enterprises (QSEs) owned by black people (at least 51% black owned)

Tenderers are to indicate their B-BBEE status by filling in the table below and a valid B-BBEE Certificate from an accredited verification agency (e.g. SANAS)/ Sworn Affidavit must be attached;

B-BBEE Level	% black ownership	Expiry Date	Valid B-BBEE Certificate from an accredited verification agency (e.g. SANAS)/Sworn Affidavit Attached	
			Yes	No
-----	-----	-----		

Company registration documents and Identity Document copies of the Directors of the company are to be attached in order to verify the B-BBEE Certs or Sworn Affidavits attached.

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF TENDERER

T2.2-11 NON-DISCLOSURE AGREEMENT

[10 April 2024]

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 Transnet Corporate Centre 138 Eloff Street , Braamfontein , Johannesburg 2000

and

.....
.....

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

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

WHEREAS

Transnet and the Company wish to exchange Information [as defined below] and it is envisaged that each party may from time to time receive Information relating to the other in respect thereof. In consideration of each party making available to the other such Information, the parties jointly agree that any dealings between them shall be subject to the terms and conditions of this Agreement which themselves will be subject to the parameters of the Tender Document.

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

-
- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 **Bid or Bid Document** (hereinafter Tender) means Transnet's Request for Information [RFI] Request for Proposal [RFP] or Request for Quotation [RFQ], as the case may be;
- 1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:
- 1.3.1 is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement]; or
- 1.3.2 was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or
- 1.3.3 following such disclosure, becomes available to the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;
- 1.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and
- 1.5 **Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.

2. CONFIDENTIAL INFORMATION

- 2.1 All Confidential Information given by one party to this Agreement [the **Disclosing Party**] to the other party [the **Receiving Party**] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Tender or for the subsequent performance of any contract between the parties in relation to the Tender.
- 2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:
- 2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
- 2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.

- 2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.
- 2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

3. RECORDS AND RETURN OF INFORMATION

- 3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.
- 3.2 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information provided and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.
- 3.3 The Company shall, within 7 [seven] days of receipt of a written demand from Transnet:
- 3.3.1 return all written Confidential Information [including all copies]; and
 - 3.3.2 expunge or destroy any Confidential Information from any computer, word processor or other device whatsoever into which it was copied, read or programmed by the Company or on its behalf.
- 3.4 The Company shall on request supply a certificate signed by a director as to its full compliance with the requirements of clause 3.3.2 above.

4. ANNOUNCEMENTS

- 4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Tender without the prior written consent of the other party.

- 4.2 Neither party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.

5. DURATION

The obligations of each party and its Agents under this Agreement shall survive the termination of any discussions or negotiations between the parties regarding the Tender and continue thereafter for a period of 5 [five] years.

6. PRINCIPAL

Each party confirms that it is acting as principal and not as nominee, agent or broker for any other person and that it will be responsible for any costs incurred by it or its advisers in considering or pursuing the Tender and in complying with the terms of this Agreement.

7. ADEQUACY OF DAMAGES

Nothing contained in this Agreement shall be construed as prohibiting the Disclosing Party from pursuing any other remedies available to it, either at law or in equity, for any such threatened or actual breach of this Agreement, including specific performance, recovery of damages or otherwise.

8. PRIVACY AND DATA PROTECTION

- 8.1 The Receiving Party undertakes to comply with South Africa's general privacy protection in terms Section 14 of the Bill of Rights in connection with this Tender and shall procure that its personnel shall observe the provisions of such Act [as applicable] or any amendments and re-enactments thereof and any regulations made pursuant thereto.
- 8.2 The Receiving Party warrants that it and its Agents have the appropriate technical and organisational measures in place against unauthorised or unlawful processing of data relating to the Tender and against accidental loss or destruction of, or damage to such data held or processed by them.

9. GENERAL

- 9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.

- 9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.
- 9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.
- 9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.
- 9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.
- 9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

Signed

Date

Name

Position

Tenderer

T2.2-12: RFP 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 respondents" below).
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.
8. We have acquainted ourselves and agree with the content of T2.2-20 "Service Provider Integrity Pact".

For and on behalf of

.....

duly authorised thereto

Name:

Signature:

Date:

IMPORTANT NOTICE TO TENDERERS

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of tenders exceeding R5,000,000.00 (five million S.A. Rand) in value. Should a Tenderer have any material concern regarding an tender process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.
- It is incumbent on the Tenderer to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website www.transnet.net.
- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to procurement.ombud@transnet.net
- For transactions below the R5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
- All Tenderers should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a tenderer on its List of Excluded Bidders.

T2.2-13: 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 Tenderer 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 Tenderer from the tendering process, should that person or company have been found guilty of a serious breach of law, tribunal or regulatory obligation.

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDER

T2.2-14 Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

1. By signing this certificate I/we acknowledge that I/we have made myself/ourselves thoroughly familiar with, and agree with all the conditions governing this RFP. This includes those terms and conditions of the Contract, the Supplier Integrity Pact, Non-Disclosure Agreement etc. contained in any printed form stated to form part of the documents thereof, but not limited to those listed in this clause.
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.
-
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 on this _____ day of _____ 20____

SIGNATURE OF TENDERER

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/03/0057/60598/RFP

DESCRIPTION OF THE SERVICES: SUPPLY AND INSTALLATION OF CCTV CAMERAS AT NGQURA CONTAINER TERMINAL (NCT) OF TRANSNET SOC LTD (REG. NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT"), AS A ONCE OFF SUPPLY.

T2.2-15 Service Provider Integrity Pact

Important Note: All potential tenderers must read this document and certify in the RFP 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 and shall be deemed as part of the final concluded contract.

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

The Contractor (hereinafter referred to as the "Tenderer/Service Providers/Contractor")

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/Contractor 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/unprejudiced 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/Contractor with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Tenderers/ Service Providers/Contractors 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 Tenderers/Service Providers/Contractors 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 in a fair manner.
- 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 Transnet has a '**Zero Gifts**' Policy. No employee is allowed to accept gifts, favours or benefits.
 - a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.
 - b) Transnet officials and employees **shall not** solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.
 - c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.
 - d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.

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- 3.2 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.
- 3.3 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/Contractor 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/Contractor or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical 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.
- 3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:

a) Human Rights

- Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
- Principle 2: make sure that they are not complicit in human rights abuses.

b) Labour

- Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
- Principle 4: the elimination of all forms of forced and compulsory labour;
- Principle 5: the effective abolition of child labour; and
- Principle 6: the elimination of discrimination in respect of employment and occupation.

c) Environment

- Principle 7: Businesses should support a precautionary approach to environmental challenges;
- Principle 8: undertake initiatives to promote greater environmental responsibility; and

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- Principle 9: encourage the development and diffusion of environmentally friendly technologies.

d) Anti-Corruption

- Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

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.

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- 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/Contractor 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/Contractor 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.

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- 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 The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Tender shall be awarded to a Tenderer whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Tenderer should it be established, at any time, that a tenderer has been restricted with National Treasury by another government institution.
- 6.2 All the stipulations on Transnet's restriction process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual (CPM included) are included herein by way of reference. Below follows a condensed summary of this restriction procedure.
- 6.3 On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National Treasury will make the final decision on whether to restrict an entity from doing business with any organ of state for a period not exceeding 10 years and place the entity concerned on the Database of Restricted Suppliers published on its official website.
- 6.4 The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "*prima facie*" (i.e. on the face of it) case has been established.
- 6.5 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.
- 6.6 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.

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- 6.7 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.
- 6.8 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.
- 6.9 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 Returnable Form contained in the 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) Encash 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/Contractor; 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 DISPUTE RESOLUTION

10.1 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.

11 GENERAL

- 11.1 This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.
- 11.2 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.
- 11.3 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.
- 11.4 Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.
- 11.5 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 abide by it. To the best of the Parties' knowledge and belief, the information provided in this Integrity Pact is true and correct.

I duly authorised by the tendering entity, hereby certify that the tendering entity are **fully acquainted** with the contents of the Integrity Pact and further **agree to abide by it** in full.

Signature

Date

T2.2-16 : Supplier Code of Conduct

Transnet SOC Limited aims to achieve the best value for money when buying or selling goods and obtaining services. This however must be done in an open and fair manner that supports and drives a competitive economy. Underpinning our process are several acts and policies that any supplier dealing with Transnet must understand and support. These are:

- The Transnet Procurement Policy – A guide for Tenderers.
- Section 217 of the Constitution - the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive and cost effective;
- The Public Finance Management Act (PFMA);
- The Broad Based Black Economic Empowerment Act (BBBEE)
- The Prevention and Combating of Corrupt Activities Act (PRECCA); and
- The Construction Industry Development Board Act (CIDB Act).

This code of conduct has been included in this contract to formally appraise Transnet Suppliers of Transnet's expectations regarding behaviour and conduct of its Suppliers.

Prohibition of Bribes, Kickbacks, Unlawful Payments, and Other Corrupt Practices

Transnet is in the process of transforming itself into a self-sustaining State Owned Enterprise, actively competing in the logistics industry. Our aim is to become a world class, profitable, logistics organisation. As such, our transformation is focused on adopting a performance culture and to adopt behaviours that will enable this transformation.

1. Transnet SOC Limited will not participate in corrupt practices. Therefore, it expects its suppliers to act in a similar manner.

- Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our suppliers.
- Employees must not accept or request money or anything of value, directly or indirectly, from suppliers.
- Employees may not receive anything that is calculated to:

- Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
- Win or retain business or to influence any act or decision of any person involved in sourcing decisions; or
- Gain an improper advantage.
- There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts. (0800 003 056).

2. *Transnet SOC Limited is firmly committed to the ideas of free and competitive enterprise.*

- Suppliers are expected to comply with all applicable laws and regulations regarding fair competition and antitrust practices.
- Transnet does not engage with non-value adding agents or representatives solely for the purpose of increasing BBBEE spend (fronting).

3. *Transnet's relationship with suppliers requires us to clearly define requirements, to exchange information and share mutual benefits.*

- Generally, suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
 - Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
 - Collusion;
 - Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.);
 - Corrupt activities listed above; and
 - Harassment, intimidation or other aggressive actions towards Transnet employees.

- Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the supplier is expected to participate in an honest and straight forward manner.
- Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

Conflicts of Interest

A conflict of interest arises when personal interests or activities influence (or appear to influence) the ability to act in the best interests of Transnet SOC Limited.

- Doing business with family members.
- Having a financial interest in another company in our industry

Where possible, contracts will be negotiated to include the above in the terms of such contracts. To the extent such terms are not included in contractual obligations and any of the above code is breached, then Transnet reserves its right to review doing business with these suppliers.

I, _____ of _____
(insert name of Director or as per Authority Resolution from Board of Directors) *(insert name of Company)*

hereby acknowledge having read, understood and agree to the terms and conditions set out in the "Transnet Supplier Code of Conduct."

Signed this on day _____ at _____

 Signature

T2.2-17 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

1. PREAMBLE AND INTRODUCTION

- 1.1. The rights and obligation of the Parties in terms of the Protection of Personal Information Act, 4 of 2013 ("POPIA") are included as forming part of the terms and conditions of this contract.

2. PROTECTION OF PERSONAL INFORMATION

- 2.1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No. of 2013 "(POPIA)":
- consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
- 2.2. The Operator will process all information by the Transnet in terms of the requirements contemplated in Section 4(1) of the POPIA:
- Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
- 2.3. The Parties acknowledge and agree that, in relation to personal information of Transnet and the information of a third party that will be processed pursuant to this Agreement , the Operator is (..... insert name of Tenderer/Contractor) hereinafter Operator and the Data subject is "Transnet". Operator will process personal information only with the knowledge and authorisation of Transnet and will treat personal information and the information of a third party which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
- 2.4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Agreement and the Operator is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
- 2.5. In terms of this Agreement, the Operator acknowledges that it will obtain and have access to personal information of Transnet and the information of a third party and agrees that it shall only process the information disclosed by Transnet in terms of this Agreement and only for the purposes as detailed in this Agreement and in accordance with any applicable law.
- 2.6. Should there be a need for the Operator to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Operator must request consent



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/03/0057/60598/RFP

DESCRIPTION OF THE SERVICES: SUPPLY AND INSTALLATION OF CCTV CAMERAS AT NGQURA CONTAINER TERMINAL (NCT) OF TRANSNET SOC LTD (REG. NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT"), AS A ONCE OFF SUPPLY.

from Transnet to the processing of its personal information or and the information of a third party in a manner other than that it was collected for, which consent cannot be unreasonably withheld.

- 2.7. Furthermore, the Operator will not otherwise modify, amend or alter any personal information and the information of a third party submitted by Transnet or disclose or permit the disclosure of any personal information and the information of a third party to any third party without prior written consent from Transnet.
- 2.8. The Operator shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to the services offered to Transnet in terms of this Agreement (physically, through a computer or any other form of electronic communication).
- 2.9. The Operator shall notify Transnet in writing of any unauthorised access to personal information and the information of a third party , cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Operator must inform Transnet of the breach as soon as it has occurred to allow Transnet to take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and the information of a third party and to restore the integrity of the affected personal information as quickly as is possible.
- 2.10. Transnet may, in writing, request the Operator to confirm and/or make available any personal information and the information of a third party in its possession in relation to Transnet and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA.
- 2.11. Transnet may further request that the Operator correct, delete, destroy, withdraw consent or object to the processing of any personal information and the information of a third party relating to the Transnet or a third party in the Operator's s possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations .
- 2.12. In signing this addendum that is in terms of the POPIA, the Operator hereby agrees that it has adequate measures in place to provide protection of the personal information and the information of a third party given to it by Transnet in line with the 8 conditions of the POPIA and that it will provide to Transnet satisfactory evidence of these measures whenever called upon to do so by Transnet.



TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/03/0057/60598/RFP

DESCRIPTION OF THE SERVICES: SUPPLY AND INSTALLATION OF CCTV CAMERAS AT NGQURA CONTAINER TERMINAL (NCT) OF TRANSNET SOC LTD (REG. NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT"), AS A ONCE OFF SUPPLY.

The Operator is required to provide confirmation that all measures in terms of the POPIA are in place when processing personal information and the information of a third party received from Transnet:

YES	
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NO	
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2.13. Further, the Operator acknowledges that it will be held liable by Transnet should it fail to process personal information in line with the requirements of the POPIA. The Operator will be subject to any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that Transnet submitted to it.

2.14. Should a Tenderer have any complaints or objections to processing of its personal information, by Transnet, the Tenderer can submit a complaint to the Information Regulator on <https://www.justice.gov.za/infoereg/>, click on contact us, click on complaints.IR@justice.gov.za

3. **SOLE AGREEMENT**

3.1. The Agreement, constitute the sole agreement between the parties relating to the subject matter referred to in paragraph 1.1 of this and no amendment/variation/change shall be of any force and effect unless reduced to writing and signed by or on behalf of both parties.

Signed at _____ on this _____ day of _____ 2021

Name: _____

Title: _____

Signature: _____

..... (Pty) Ltd

(Operator)

Authorised signatory for and on behalf of (Pty) Ltd who warrants that he/she is duly authorised to sign this Agreement.

AS WITNESSES:

1. Name: _____ Signature: _____

2. Name: _____ Signature: _____

TRANSNET PORT TERMINALS
TENDER NUMBER: TPT/2024/03/0057/60598/RFP
DESCRIPTION OF THE WORKS: SUPPLY AND INSTALLATION OF CCTV CAMERAS AT NGQURA
CONTAINER TERMINAL (NCT) OF TRANSNET SOC LTD (REG. NO 1990/000900/30) OPERATING AS
TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT"), AS A ONCE OFF SUPPLY

T2.2-18: SBD1 Form

SBD1 FORM

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR THE BELOW REQUIREMENTS:

BID NUMBER:	TPT/2024/03/0057/60598/RFP	CLOSING DATE:	14 JUNE 2024	CLOSING TIME:	10:00
DESCRIPTION	SUPPLY AND INSTALLATION OF CCTV CAMERAS AT NGQURA CONTAINER TERMINAL (NCT) OF TRANSNET SOC LTD (REG. NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT"), AS A ONCE OFF SUPPLY				

BID RESPONSE DOCUMENTS MAY BE SUBMITTED ON THE TRANSNET E-TENDER SUBMISSION PORTAL

Transnet e-Tender Submission Portal can be accessed as follows:

- ☐ Log on to the Transnet eTenders management platform website (<https://www.transnet.net>);
- ☐ Submit bid documents by uploading them into the system against the tender selected.

PRIOR THE BID CLOSING DATE, BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:

AFTER THE BID CLOSING DATE, BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON	Nomvuselelo Mabuyakhulu	CONTACT PERSON	Phumza Lehlohla
TELEPHONE NUMBER	072 735 1899	TELEPHONE NUMBER	031 308 8144
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	Nomvuselelo.Mabuyakhulu@transnet.net	E-MAIL ADDRESS	Phumza.Lehlohla@transnet.net

SUPPLIER INFORMATION

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	UNIQUE REGISTRATION REFERENCE NUMBER: MAAA:

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.

TRANSNET PORT TERMINALS
TENDER NUMBER: TPT/2024/03/0057/60598/RFP
DESCRIPTION OF THE WORKS: SUPPLY AND INSTALLATION OF CCTV CAMERAS AT NGQURA
CONTAINER TERMINAL (NCT) OF TRANSNET SOC LTD (REG. NO 1990/000900/30) OPERATING AS
TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT"), AS A ONCE OFF SUPPLY

PART B

TERMS AND CONDITIONS FOR BIDDING

1. TAX COMPLIANCE REQUIREMENTS

- 1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 1.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 1.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 1.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 1.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

DATE:

T2.2-19: Insurance provided by the *Contractor*

Clause 84.1 in NEC3 Engineering & 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 *Employer* 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.

Insurance against (See clause 84.2 of the ECC)	Name of Insurance Company	Cover	Premium
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract			
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/R10 000 000.			
Insurance in respect of loss of or damage to own property and equipment.			
Marine Craft Hull insurance in respect of all marine craft or vessels utilised in performance of the Works for a sum sufficient to provide for their replacement			
Protection and Indemnity Insurance in respect of all marine craft or vessels utilised in performance of the Works extended for Specialist Operations with a minimum indemnity limit of R 20,000,000			
(Other)			



T2.2-20: Three (3) years audited financial statements

Attached to this schedule is the last three (3) years audited financial statements of the single tenderer/members of the Joint Venture.

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

.....

.....

.....

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T2.2-21: Form of Intent to Provide a Performance Guarantee

It is hereby agreed by the Tenderer that a Performance Guarantee drafted **exactly** as provided in the tender documents will be provided by the Guarantor named below, which is a **bank or insurer registered in South Africa**:

Name of Guarantor
(Bank/Insurer)

Address

The Performance Guarantee shall be provided within **2 (Two)** weeks after the Contract Date defined in the contract unless otherwise agreed to by the parties.

Signed

Name

Capacity

On behalf of (name of tenderer)

Date

Confirmed by Guarantor's Authorised Representative

Signature(s)

Name (print)

Capacity

On behalf of Guarantor
(Bank/insurer)

Date

T2.2-22: Forecast Rate of Invoicing

Tenderer to submit the forecast rate of invoicing (cash-flow) based on the Tender Price and Tender Programme.

Index of documentation attached to this schedule:

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

Signed	_____	Date	_____
Name	_____	Position	_____
Tenderer	_____		

T2.2-23 VENDOR REGISTRATION FORM

Transnet Vendor Management has received a request to load / change your company details onto the Transnet vendor master database. Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents as per Appendix A to the Transnet Official who is intending to procure your company's services / products, to enable us to process this request. Please only submit the documentation relevant to your request.

Please Note: all organisations, institutions and individuals who wish to provide goods and/or services to organs of the State must be registered on the National Treasury's Central Supplier Database (CSD). This needs to be done via their portal at <https://secure.csd.gov.za/> **before applying to Transnet.**

General Terms and Conditions:

Please Note: Failure to submit the relevant documentation will delay the vendor creation / change process.

Where applicable, the respective Transnet Operating Division processing your application may request further or additional information from your company.

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 an 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 herewith.

Transnet expects its suppliers to timeously renew their Tax Clearance and B-BBEE certificates (Large Enterprises and QSEs less than 51% black owned) as well as sworn affidavits in the case of EMEs and QSEs with more than 51% black ownership as per Appendices C and D.

In addition, please note of the following very important information:

1. If your annual turnover is R10 million or less, then in terms of the DTI Generic Codes of Good Practice, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission a sworn affidavit confirming your company's most recent annual turnover is less than R10 million and percentage of black ownership and black female ownership in the company (Appendix C) OR B-BBEE certificate issued by a verification agency accredited by SANAS in terms of the EME scorecard should you feel you will be able to attain a better B-BBEE score. It is only in this context that an EME may submit a B-BBEE verification certificate.

2. If your annual turnover is between R10 million and R50 million, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE). A QSE which is at least 51% black owned, is required to submit a sworn affidavit confirming their annual total revenue of between R10 million and R50 million and level of black ownership (Appendix D). QSE that does not qualify for 51% of black ownership, are required to submit a B-BBEE verification certificate issued by a verification agency accredited by SANAS their QSEs are required to submit a B-BBEE verification certificate issued by a verification agency accredited by SANAS.

Please Note: B-BBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. SANAS Member).

3. If your annual turnover exceeds R50 million, then in terms of the DTI codes, you are classified as a Large Enterprise. Large Enterprises are required to submit a B-BBEE level verification certificate issued by a verification agency accredited by SANAS.

Please Note: B-BBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g. SANAS Member).

4. The supplier to furnish proof to the procurement department as required in the Fourth Schedule of the Income Tax Act. 58 of 1962 whether a supplier of service is to be classified as an "employee", "personal service provider" or "labour broker". Failure to do so will result in the supplier being subject to employee's tax.

5. No payments can be made to a vendor until the vendor has been registered / updated, and no vendor can be registered / updated until the vendor application form, together with its supporting documentation, has been received and processed. No payments can be made to a vendor until the vendor has met / comply with the procurement requirements.

6. It is in line with PPPFA Regulations, only valid B-BBEE status level certificate issued by an unauthorised body or person OR a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice, OR any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act.

7. As per the communique dated 04 March 2016 addressed to the **Members of the IRBA**, as of **30 September 2016**, the IRBA will no longer be the 'Approved Regulatory Body' as per Code Series 000, Statement 005 of the Codes of Good Practice. Any entity that seeks to apply for B-BBEE Accreditation to issue B-BBEE Verification Certificates post 30 September 2016 or wishes to participate in the B-BBEE Verification Industry must thus follow the Code Series 000, Statement 005, Section 5 of the Codes of Good Practice application process to the Accreditation Body (SANAS).'

APPENDIX A**Supplier Declaration Form**

Important Notice: all organisations, institutions and individuals who wish to provide goods and/or services to organs of the State must be registered on the National Treasury Central Supplier Database (CSD). This needs to be done via their portal at <https://secure.csd.gov.za/> before applying to Transnet.

CSD Number (MAAA xxxxxxx):

Company Trading Name						
Company Registered Name						
Company Registration No Or ID No If a Sole Proprietor						
Company Income Tax Number						
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
	Non-profit (NPO's or NPC)	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Educational Institution	Specialised Profession	Financial Institution	Joint Venture	Foreign International	Foreign Branch Office

Did your company previously operate under another name? ☐ Yes ☐ No

If **YES** state the previous details below:

Trading Name						
Registered Name						
Company Registration No Or ID No If a Sole Proprietor						
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
	Non-profit (NPO's or NPC)	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Educational Institution	Specialised Profession	Financial Institution	Joint Venture	Foreign International	Foreign Branch Office

Your Current Company's VAT Registration Status

VAT Registration Number						
If Exempted from VAT registration , state reason and submit proof from SARS in confirming the exemption status						
If your business entity is not VAT Registered, please submit a current original sworn affidavit (see example in Appendix I). Your Non VAT Registration must be confirmed annually.						

Company Banking Details		Bank Name	
Universal Branch Code		Bank Account Number	

Company Physical Address			
		Code	
Company Postal Address			
		Code	
Company Telephone number			
Company Fax Number			
Company E-Mail Address			
Company Website Address			
Company Contact Person Name			
Designation			
Telephone			

Email												
Is your company a Labour Broker?						Yes		No				
Main Product / Service Supplied e.g. Stationery / Consulting / Labour etc.												
How many personnel does the business employ?						Full Time		Part Time				
Please Note: Should your business employ more than 2 full time employees who are not connected persons as defined in the Income Tax Act, please submit a sworn affidavit, as per Appendix II.												
Most recent Financial Year's Annual Turnover				<R10Million		>R10Million <R50Million		>R50Million				
Does your company have a valid B-BBEE certificate?								Yes		No		
Please indicate your Broad Based BEE status (Level 1 to 9)				1	2	3	4	5	6	7	8	9
Majority Race of Ownership												
% Black Ownership		% Black Women Ownership		% Black Disabled person(s) Ownership				% Black Youth Ownership				
% White Ownership		% Indian Ownership		% Coloured Ownership								
Please Note: Please provide proof of B-BBEE status as per Appendix C. If you qualify as an EME or QSE then provide an affidavit following the templates provided in Appendix C and D respectively. If you have indicated Black Disabled person(s) ownership, then provide a certified letter signed by a physician, on the physician's letterhead, confirming the disability. A certified South African Identification Document will be required for all Black Youth Ownership.												
Supplier Development Information Required												
EMPOWERING SUPPLIER						YES	☐	NO	☐			
FIRST TIME SUPPLIER						YES	☐	NO	☐			
SUPPLIER DEVELOPMENT PLAN						YES	☐	NO	☐			
DEVELOPMENT PLAN DOCUMENT						* If Yes- Attach supporting documents						
ENTERPRISE DEVELOPMENT BENEFICIARY						YES	☐	NO	☐			
SUPPLIER DEVELOPMENT BENEFICIARY						YES	☐	NO	☐			
GRADUATION FROM ED TO SD BENEFICIARY						YES	☐	NO	☐			
ENTERPRISE DEVELOPMENT RECIPIENT						YES	☐	NO	☐			
By signing below, I hereby verify that I am duly authorised to sign for and on behalf of firm / organisation and that all information contained herein and attached herewith are true and correct												
Name and Surname				Designation								
Signature				Date								

APPENDIX B

Affidavit or Solemn Declaration as to VAT registration status

Affidavit or Solemn Declaration

I, _____ solemnly swear/declare
that _____ is not a registered VAT
vendor and is not required to register as a VAT vendor because the combined value of taxable
supplies made by the provider in any 12 month period has not exceeded or is not expected to exceed
R1million threshold, as required in terms of the Value Added Tax Act.

Signature: _____

Designation: _____

Date: _____

Commissioner of Oaths

Thus signed and sworn to before me at _____ on this the _____
day of _____ 20____,

the Deponent having knowledge that he/she knows and understands the contents of this Affidavit,
and that he/she has no objection to taking the prescribed oath, which he/she regards binding on
his/her conscience and that the allegations herein contained are all true and correct.

Commissioner of Oaths

APPENDIX C**SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE**

I, the undersigned, _____

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisations - i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black Designated Groups"	"Black Designated Groups means: a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; b) Black people who are youth as defined in the National Youth Commission Act of 1996;

	c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; d) Black people living in rural and under developed areas; e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"
--	---

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature

.....

Date

.....

Commissioner of Oaths

Signature & stamp

APPENDIX D**SWORN AFFIDAVIT – QUALIFYING SMALL ENTERPRISE – GENERAL**

I, the undersigned, _____

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – a) who are citizens of the Republic of South Africa by birth or descent; or b) who became citizens of the Republic of South Africa by naturalisation. i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black Designated Groups"	"Black Designated Groups means: a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; b) Black people who are youth as defined in the National Youth Commission Act of 1996; c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; d) Black people living in rural and under developed areas; e) (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;" - f)

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature

.....

Date

.....

Commissioner of Oaths

Signature & stamp

VENDOR REGISTRATION DOCUMENTS CHECKLIST

Please note that you will have to provide the first two documents on the list and the rest will be provided by the supplier:

	Yes	No
1. Complete the "Supplier Declaration Form" (SDF) (commissioned). See attachment.		
2. Complete the "Supplier Code of Conduct" (SCC). See attachment.		
3. Copy of cancelled cheque OR letter from the bank verifying banking details (with bank stamp not older than 3 Months & sign by Bank Teller).		
4. Certified (Not Older than 3 Months) copy of Identity document of Shareholders/Directors/Members (where applicable).		
5. Certified copy of certificate of incorporation, CM29 / CM9 (name change).		
6. Certified copy of share Certificates of Shareholders, CK1 / CK2 (if CC).		
7. A letter with the company's letterhead confirming both Physical and Postal address.		
8. Original or certified copy of SARS Tax Clearance certificate and Vat registration certificate.		
9. BBBEE certificate and detailed scorecard from a SANAS Accredited Verification Agency and/or Sworn Certified Affidavit.		
10. Central Supplier Database (CSD) Summary Registration Report.		

TRANSNET PORT TERMINALS
TENDER NUMBER: TPT/2024/03/0057/60598/RFP
DESCRIPTION OF THE SERVICES: SUPPLY AND INSTALLATION OF CCTV CAMERAS AT NGQURA CONTAINER TERMINAL (NCT) OF TRANSNET SOC LTD (REG. NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT"), AS A ONCE OFF SUPPLY.

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 AND INSTALLATION OF CCTV CAMERAS AT NGQURA CONTAINER TERMINAL (NCT) OF TRANSNET SOC LTD (REG. NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT"), AS A ONCE OFF SUPPLY

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.

The offered total of the Prices exclusive of VAT is	R
Value Added Tax @ 15% is	R
The offered total of the Prices inclusive of VAT is	R
(in words)	

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

Date

Tenderer's CIDB registration number:

TRANSNET PORT TERMINALS

TENDER NUMBER: TPT/2024/03/0057/60598/RFP

DESCRIPTION OF THE SERVICES: SUPPLY AND INSTALLATION OF CCTV CAMERAS AT NGQURA CONTAINER TERMINAL (NCT) OF TRANSNET SOC LTD (REG. NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT"), AS A ONCE OFF SUPPLY.

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	Scope of Work: Works Information
Part C4	Site 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 on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any).

TRANSNET PORT TERMINALS
TENDER NUMBER: TPT/2024/03/0057/60598/RFP
DESCRIPTION OF THE SERVICES: SUPPLY AND INSTALLATION OF CCTV CAMERAS AT NGQURA CONTAINER TERMINAL (NCT) OF TRANSNET SOC LTD (REG. NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT"), AS A ONCE OFF SUPPLY.

Unless the tenderer (now *Contractor*) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s)

Capacity

**for the
Employer**

Transnet SOC Ltd t/a Transnet Port Terminals
202 Anton Lembede Street
Durban Central
4001

Name &
signature of
witness

Date

TRANSNET PORT TERMINALS
TENDER NUMBER: TPT/2024/03/0057/60598/RFP
DESCRIPTION OF THE SERVICES: SUPPLY AND INSTALLATION OF CCTV CAMERAS AT NGQURA CONTAINER TERMINAL (NCT) OF TRANSNET SOC LTD (REG. NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT"), AS A ONCE OFF SUPPLY.

Schedule of Deviations

Note:

1. To be completed by the Employer prior to award of contract. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.
2. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
3. A tenderer's covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here and the final draft of the contract documents shall be revised to incorporate the effect of it.

No.	Subject	Details
1		
2		
3		
4		

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:	For the Employer
Signature	_____	_____
Name	_____	_____
Capacity	_____	_____
On behalf of	(Insert name and address of organisation)	Transnet SOC Ltd t/a Transnet Port Terminals 202 Anton Lembede Street Durban Central 4001
Name & signature of witness	_____	_____
Date	_____	_____

TRANSNET PORT TERMINALS
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C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	A: Priced contract with activity schedule
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	X7: Delay damages
		X13: Performance Bond
		X18: Limitation of liability
		Z: Additional conditions of contract
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is:	Transnet SOC Ltd (Registration No. 1990/000900/30)
	Address	Registered address: Transnet Corporate Centre Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000
	Having elected its Contractual Address for the purposes of this contract as:	Transnet Port Terminals 2nd Floor, 202 Anton Lembede Street, Durban Central Durban, 4001
10.1	The <i>Project Manager</i> is: (Name)	Themba Masingi

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	Address	Transnet Port Terminals (PECT) Straddle Carrier Workshop Greenstreet Port Elizabeth 6001
	Tel	TBC
	e-mail	TBC
10.1	The <i>Supervisor</i> is: (Name)	TBC
	Address	Transnet Port Terminals (PECT) Straddle Carrier Workshop Greenstreet Port Elizabeth 6001
	Tel No.	TBC
	e-mail	TBC
11.2(13)	The <i>works</i> are	Supply and installation of CCTV cameras at Ngqura Container Terminal (NCT) of Transnet SOC Ltd (reg. no 1990/000900/30) operating as Transnet Port Terminals (hereinafter referred to as "TPT"), as a once off supply
11.2(14)	The following matters will be included in the Risk Register	The compatibility of the new system to the existing system
11.2(15)	The <i>boundaries of the site</i> are	As stated in Part C4.1."Description of the Site and it surroundings"
11.2(16)	The Site Information is in	Part C4
11.2(19)	The Works Information is in	Part C3
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	2 weeks
2	The <i>Contractor's</i> main responsibilities	No additional data is required for this section of the <i>conditions of contract</i>.

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3	Time		
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	TBC	
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met	key date
		1 Installed and configured system	TBC
		2 Cameras are installed and giving visuals	TBC
30.1	The <i>access dates</i> are	Part of the Site	Date
		1 Ngqura Terminal	Container TBC
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	2 weeks of the Contract Date.	
31.2	The <i>starting date</i> is	TBC	
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	2 weeks.	
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.		
4	Testing and Defects		
42.2	The <i>defects date</i> is	52 (fifty two) weeks after Completion of the whole of the <i>works</i>.	
43.2	The <i>defect correction period</i> is	2 weeks	
5	Payment		
50.1	The <i>assessment interval</i> is monthly on the	25th (twenty fifth) day of each successive month.	
51.1	The <i>currency of this contract</i> 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	

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		which a valid Tax Invoice and Statement were received.
51.4	The <i>interest rate</i> is	the prime lending rate of Standard Bank of South Africa.
6	Compensation events	
60.1(13)	The <i>weather measurements</i> 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: The place where weather is to be recorded (on the Site) is: Port of Ngqura The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at: Ngqura 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 <i>conditions of contract</i>.
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	None
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	
	1 Contract Works Cover:	Covering physical loss of or damage to the <i>works</i>, temporary works and material for incorporation into the works whilst in transit,

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	temporary storage and whilst in the course of erection at the contract site within the Republic of South African.
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 Contractors Public Liability Cover:	Covering legal for loss of or damage to property (except the works, Plant and Materials & Equipment) and liability for bodily injury to or death of a third party persons (not an employee of the Contractor) arising out of or in connection with the performance of the works on the contract site or sites designated for purpose of the performance of the contract.
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
3 Riot/ Strike / Terrorism Cover:	Provided by South Africa Special Risks Insurance Association (SASRIA) in respect of risks within the Republic of South Africa, insurance subject to the terms, exceptions and conditions of the SASRIA coupon
Cover / indemnity	Cover / indemnity is to the extent provided by the SASRIA coupon
The deductibles are	As stated in the insurance policy of contract works.
Note:	The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance.

84.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is	The <i>Contractor</i> must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.
The Contractor provides these additional Insurances	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 sub-contractor	

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		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 R 5 000 000. 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 with minimum limit of R10m per occurrence.
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:	Principal Controlled Insurance policy- Contract works cover
9	Termination	There is no additional Contract Data required for this section of the <i>conditions of contract</i>.
10	Data for main Option clause	

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A	Priced contract with Activity Schedule	No additional data is required for this Option.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.
W1.2(3)	The <i>Adjudicator nominating body</i> is: If no <i>Adjudicator nominating body</i> is entered, it is:	The Chairman of the Association of Arbitrators (Southern Africa) the Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Durban, 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	
X7	Delay damages	
X7.1	Delay damages for Completion of the whole of the works are	0.1% of the contract value per day Capped at 10%
X13	Performance bond	
X13.1	The amount of the performance bond is	10% of the total of the Prices

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X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the Nil <i>Employer</i> for indirect or consequential loss is limited to:	
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	The deductible of the relevant insurance policy
X18.3	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to:	The cost of correcting the Defect
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	The Total of the Prices
X18.5	The <i>end of liability date</i> is	5 years after Completion of the whole of the works
Z	<i>Additional conditions of contract</i> The <i>additional conditions of contract</i> are:	
Z3	Additional clause relating to Performance Bonds and/or Guarantees	
Z3.1		The Performance Guarantee under X13 above shall be an irrevocable, on-demand performance guarantee, to be issued exactly in the form of the Pro Forma documents provided for this purpose under C1.3 (Forms of Securities), in favour of the <i>Employer</i> by a financial institution reasonably acceptable to the <i>Employer</i>.

Z3	Defects Correction Bond (Retention Bond)	
Z3.2		The Supplier gives the Employer a Defects correction bond, provided by a bank with a minimum long term credit rating of A – (Fitch rating or equivalent) which the Project Manager has accepted, to the value of 5% of the Contract value and in the form set out in document C1.3 Sureties in Part 1 Agreements and Contract Data. The bond will be given to the Employer prior to the final delivery, commissioning, testing and handover of the works.
Z4	Additional clauses relating to Joint Venture	
Z3.1		Insert the additional core clause 27.5 27.5. In the instance that the <i>Contractor</i> is a joint venture, the <i>Contractor</i> shall provide the <i>Employer</i> 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 constituent's 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: i. of their joint and several liabilities to the <i>Employer</i> to Provide the Works; ii. identification of the lead partner in the joint venture confirming the authority of the lead partner to bind the joint venture through the <i>Contractor's</i> representative; iii. Identification of the roles and responsibilities of the constituents to provide the Works. Financial requirements for the Joint Venture: iv. 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; v. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.
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Z4.2	Insert additional core clause 27.6 27.6. The <i>Contractor</i> shall not alter its composition or legal status of the Joint Venture without the prior approval of the <i>Employer</i>.
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Z5	Additional obligations in respect of Termination
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Z5.1		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) • repudiated this Contract (R23)
Z5.2	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"
Z5.3		Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."
Z7	Right Reserved by the <i>Employer</i> to Conduct Vetting through SSA	
Z7.1		The <i>Employer</i> reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any <i>Contractor</i> who has access to National Key Points for the following without limitations: 1. 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. 2. Secret – clearance is based on any information which may be used by malicious, opposing or hostile

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		elements to disrupt the objectives and functions of an organ of state. 3. 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.
Z8	Additional Clause Relating to Collusion in the Construction Industry	The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to any declared tender rigging including blacklisting.
Z9	Protection of Personal Information Act	The <i>Employer</i> and the <i>Contractor</i> 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.
Z11	Anti-corruption, TPT Indemnity	
Z11.1	Anti - Corruption	In the event that the Contractor is alleged to be, or found by any competent court or Tribunal to be involved in any corrupt, unlawful or illegal activities, or is being investigated for any alleged corrupt, unlawful or illegal activity in relation to Transnet or any other party with whom Contractor does business, or if Transnet learns that: a. Improper payments are being or have been made or offered to Transnet officials or any other person by <i>Contractor</i> or those acting on behalf of <i>Contractor</i> with respect to the Services; or

b. *Contractor* or those acting on behalf of *Contractor* has accepted any payment or benefit, regardless of value, as an improper inducement to award, obtain or retain business or otherwise gain or grant an improper business advantage from or to any other person or entity.

Transnet reserves the right to terminate the aforementioned awarded contract, by giving immediate written notice to the effect that, all or any Agreements it may have with *Contractor* or any and all Awards made *Contractor* for breach of this clause.

Further in the event of such termination, *Contractor* shall not be entitled to any further payment, regardless of any activities undertaken or agreements with additional third parties entered into by *Contractor* prior to such termination; and further.

***Contractor* shall be liable to Transnet for any actual damages or remedies as provided either in the Agreements that are to be signed or in law.**

Z11.2 Indemnity

1) Contractor irrevocably and unconditionally undertakes to indemnify and does hereby keep TPT indemnified and hold TPT harmless against, and, in respect of, all and any loss or damage incurred by itself or any other third- Party as a result of, arising out of or connected with any failure, act or omission or breach of this Agreement by Contractor or any of its employees, security officers, servants, agents , assigns, contractors or sub-contractors, or occurring during or as a result of the provision by the Contractor of the Security Service. Such absolute obligation of Contractor to indemnify TPT on a full indemnity basis against all claims shall including, but not be limited to:

- a) **liability in respect of any loss or damage to property, whether movable or immovable, belonging to third parties; or other**
- b) **liability in respect of lost property belonging to third parties;**
- c) **liability arising out of any unlawful act committed by or *Contractor* or its employees, security officers, servants, agents, contractors and sub-contractors during the process of rendering a Security Service; or at any other time when a claim has been and could be made against the TPT arising out of the acts of or omissions of one or more of such persons;**
- d) **liability in respect of the death, unlawful arrest, injury, illness or disease of any person, or entity should the damage, loss, unlawful arrest, death, injury, illness or disease referred to above be attributable to or arise out of the Security Services that are being or have been rendered by the *Contractor*, its agents, contractors, sub-contractors in terms of this Agreement.**

2) *Contractor* shall at its own expense and with effect from the date of signature hereof, take reasonable precautions for the protection of life and or property that is in any way connected with in whole or any part of this agreement and shall hold TPT harmless against all claims for any loss, demands, proceedings, damages, costs, charges, expenses whatsoever, arising out of this agreement.

3) *Contractor* agrees that it shall intervene in any claim arising and to indemnify and hold TPT harmless from any claim, damage, loss, cost, expense, legal expenses, arising from or attributable to *Contractor* provision of services, its acts, or omissions or those of its agents, employees, sub-contractors,

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**representative/s or other for whom TPT may
be / may not be deemed responsible for in
terms of the agreement**

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C1.2 Contract Data

Part two - Data provided by the *Contractor*

The tendering *Contractor* is advised to read both the NEC3 Engineering and Construction Contract - June 2005 (with amendments June 2006 and April 2013) and the relevant parts of its Guidance Notes (ECC3-GN) in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on pages 156 to 158 of the ECC3 Guidance Notes.

Completion of the data in full, according to Options chosen, is essential to create a complete contract.

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

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		CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .		
11.2(14)	The following matters will be included in the Risk Register			
31.1	The programme identified in the Contract Data is			
A	Priced contract with activity schedule			
11.2(20)	The <i>activity schedule</i> is in			
11.2(30)	The tendered total of the Prices is	(in figures)		
		(in words), excluding VAT		
	Data for Schedules of Cost Components	<i>Note "SCC" means Schedule of Cost Components starting on page 60 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC.</i>		
A	Priced contract with activity schedule	Data for the Shorter Schedule of Cost Components		
41 in SSCC	The percentage for people overheads is:	%		
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:	Equipment	Size or capacity	Rate

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61	in	The hourly rates for Defined Cost of design outside the Working Areas are	Category of employee	Hourly rate
62	in	The percentage for design overheads is	%	
63	in	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:		

C1.3 Forms of Securities

Pro forma Performance Guarantee

For use with the NEC3 Engineering & Construction Contract - June 2005 (with amendments June 2006 and April 2013)

The *conditions of contract* stated in the Contract Data Part 1 include the following Secondary Option:

Option X13: Performance bond

The pro forma document for this Guarantee is provided here for convenience but is to be treated as part of the *Works Information*.

The organisation providing the Guarantee does so by copying the pro forma document onto its letterhead without any change to the text or format and completing the required details. The completed document is then given to the *Employer* within the time stated in the contract.

The Performance Bond needs to be issued by an institution that are reasonably acceptable to the *Employer*.

Transnet may choose to not to accept an Issuer. Should the issuer not being accepted, the performance bond needs to be replaced by an issuer that are acceptable to Transnet. Issuers need to be verified for acceptance by Transnet before a performance bond is issued.

TRANSNET PORT TERMINALS
TENDER NUMBER: TPT/2024/03/0057/60598/RFP
DESCRIPTION OF THE SERVICES: SUPPLY AND INSTALLATION OF CCTV CAMERAS AT NGQURA CONTAINER TERMINAL (NCT) OF TRANSNET SOC LTD (REG. NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT"), AS A ONCE OFF SUPPLY.

Pro-forma Performance Bond (for use with Option X13)

(to be reproduced exactly as shown below on the letterhead of the Surety)

Transnet SOC Ltd
C/o Transnet Port Terminals
Transnet Corporate Centre
138 Eloff Street
Braamfontein
Johannesburg
2000

Date:

Dear Sirs,

Performance Bond for Contract No. TPT/2024/03/0057/60598/RFP

With reference to the above numbered contract made or to be made between

Transnet SOC Limited, Registration No. 1990/000900/30 (the *Employer*) and

{Insert registered name and address of the *Contractor*} (the *Contractor*), for

{Insert details of the *works* from the Contract Data} (the *works*).

I/We the undersigned

on behalf of the
Guarantor

of physical address

and duly authorised thereto do hereby bind ourselves as Guarantor and co-principal debtors in solidum for the due and faithful performance of all the terms and conditions of the Contract by the *Contractor* and for all losses, damages and expenses that may be suffered or incurred by the *Employer* as a result of non-performance of the Contract by the *Contractor*, subject to the following conditions:

1. The terms *Employer*, *Contractor*, *Project Manager*, *works* and Completion Certificate have the meaning as assigned to them by the *conditions of contract* stated in the Contract Data for the aforesaid Contract.
2. We renounce all benefits from the legal exceptions "Benefit of Excussion and Division", "No value received" and all other exceptions which might or could be pleaded against the validity of this bond, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted.
3. The *Employer* has the absolute right to arrange his affairs with the *Contractor* in any manner which the *Employer* deems fit and without being advised thereof the Guarantor shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Guarantor. Without derogating from the foregoing compromise, extension of the construction period, indulgence, release or variation of the *Contractor's* obligation shall not affect the validity of this performance bond.

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4. This bond will lapse on the earlier of
 - the date that the Guarantor receives a notice from the *Project Manager* stating that the Completion Certificate for the whole of the *works* has been issued, that all amounts due from the *Contractor* as certified in terms of the contract have been received by the *Employer* and that the *Contractor* has fulfilled all his obligations under the Contract, or
 - the date that the Surety issues a replacement Performance Bond for such lesser or higher amount as may be required by the *Project Manager*.
5. Always provided that this bond will not lapse in the event the Guarantor is notified by the *Project Manager*, (before the dates above), of the *Employer's* intention to institute claims and the particulars thereof, in which event this bond shall remain in force until all such claims are paid and settled.
6. The amount of the bond shall be payable to the *Employer* upon the *Employer's* demand and no later than 7 days following the submission to the Guarantor of a certificate signed by the *Project Manager* stating the amount of the *Employer's* losses, damages and expenses incurred as a result of the non-performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the *Employer's* loss, damage and expense.
7. Our total liability hereunder shall not exceed the sum of:
 (say) _____
 R _____
8. This Performance Bond is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa, subject to the jurisdiction of the courts of the Republic of South Africa

Signed at _____ on this _____ day of _____ 202_

Signature(s)

Name(s) (printed)

Position in Guarantor company

Signature of Witness(s)

Name(s) (printed)

TRANSNET PORT TERMINALS
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PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option A	2
C2.2	Activity Schedule	2

C2.1 Pricing Instructions: Option A

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, (with amendments June 2006 and April 2013) (ECC) Option A states:

**Identified 11
and
defined
terms**

11.2 (20) The Activity Schedule is the *activity schedule* unless later changed in accordance with this contract.

(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.

(27) The Price for Work Done to Date is the total of the Prices for

- each group of completed activities and
- each completed activity which is not in a group

A completed activity is one which is without Defects which would either delay or be covered by immediately following work.

(30) The Prices are the lump sums for each of the activities on the Activity Schedule unless later changed in accordance with this contract.

1.2. Measurement and Payment

1.2.1 The Activity Schedule provides the basis of all valuations of the Price for Work Done to Date, payments in multiple currencies, price adjustments for inflation and general progress monitoring.

1.2.2 The amount due at each assessment date is based on **completed activities and/or milestones** as indicated on the Activity Schedule.

1.2.3 The Activity Schedule work breakdown structure provided by the *Contractor* is based on the Activity Schedule provided by the *Employer*. The activities listed by the *Employer* are the minimum activities acceptable and identify the specific activities which are required to achieve Completion. The activity schedule work breakdown structure is compiled to the satisfaction of the *Project Manager* with any additions and/or amendments deemed necessary.

1.2.4 The *Contractor's* detailed Activity Schedule summates back to the Activity Schedule provided by the *Employer* and is in sufficient detail to monitor completion of activities related to the Accepted Programme in order that payment of completed activities may be assessed.

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- 1.2.5 The short descriptions in the Activity Schedule are for identification purposes only. All work described in the Works Information is deemed included in the activities.
- 1.2.6 The Activity Schedule is integrated with the Prices, Accepted Programme and where required the forecast rate of payment schedule.
- 1.2.7 Activities in multiple currencies are separately identified on both the Activity Schedule and the Accepted Programme for each currency.
- 1.2.8 The tendered total of the prices as stated in the Contract Data is obtained from the Activity Schedule summary. The tendered total of the prices includes for all direct and indirect costs, overheads, profits, risks, liabilities and obligations relative to the Contract.

C2.2 Activity Schedule

The Employer requires at least the following activities to be priced. Each activity must be priced individually.

The price reflected below must be fixed and firm. Failure to provide a fixed and firm price will declare the Contractor nonresponsive.

It is Transnet's preference to enter into a Rand based contract, where the contractor will hedge the Foreign exchange (FX) risk exposure on their balance sheet at a cost acceptable to Transnet by verifying cost of hedging with Transnet Treasury before hedge execution by the contractor. Should this not be possible and should it be required that the Employer hedge the FX risk, the Contractor will be required to re-imburse the Employer for any hedging related costs (losses that arise due to the moving of hedges), in the event that a payment cannot take place on the hedged date due to the Contractor.

For any supply items, it is Transnet's preference to enter into a contract on a DDP (Incoterms 2010, Port of Ngqura) basis. However, a DAP (Incoterms 2010, Port of Ngqura) will be accepted, provided the contractor agrees to reimburse the Employer in respect of any additional costs to be incurred as a result of choosing the DAP Incoterms 2010, e.g. Customs VAT, cargo.

ITEM	DESCRIPTION	UNIT	QTY	RATE (R)	AMOUNT (R)
	All items under this section shall be for both CCTV cameras network system and associated equipment.				
1	Preliminary and general:				
1.1	Preliminary and general: Fixed charge items	Sum	1		
1.2	Preliminary and general: Time-related items	Sum	1		
2	CCTV Cameras Network System:				
2.1	Software Component Description				
2.1.1.	Site management license which includes: Unlimited Concurrent User Connection licenses, Unlimited Video Wall Monitor licenses, Full Sensor Management capabilities, Full Incident Management capabilities, Unlimited operational maps management license	Sum	1		
2.1.2	Application Server Redundancy license (site)	Sum	1		
2.1.3	Video/audio channel recording license * existing 120 licenses	Sum	80		
2.1.4	Recording Redundancy channel license - N+1 * existing 120 licenses	Sum	80		

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ITEM	DESCRIPTION	UNIT	QTY	RATE (R)	AMOUNT (R)
2.2.	Hardware Components				
2.2.1	AMS server including the Application server, Web server and SQL enterprise	Sum	2		
2.2.2	Smart Video Recorder, 2U, with internal RAID6+RAID1 120TB net storage.	Sum	5		
2.2.3	Decoder 5204 supporting up to 4 video outputs (1U)	Sum	4		
3	Cameras				
3.1	FHD PTZ cameras	Sum	10		
3.2	FHD Fixed camera	Sum	15		
3.3	Stadium Camera	Sum	1		
4	Screens				
4.1	65 inch 4k UHD large format display screens	Sum	4		
5	Sundries	Sum	1		
6	Inspection and certification	Sum	1		
Total price (excl VAT)					

PART 3: SCOPE OF WORKS

Document reference	Title	No of pages
C3.1	This cover page	1
	<i>Employer’s Works Information</i>	49
	Total number of pages	51

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SECTION 1

1. Description of the *Works*

1.1 Background

Ngqura Container Terminal began commercial shipping operations (container) in October 2009. Ngqura Container Terminal (NCT) is located just outside Port Elizabeth and is a major container transshipment hub for Transnet Port Terminals (TPTs) contributing to the local and Eastern Cape economy. NCT forms part of the general port of Ngqura which is one of the few deepwater ports in South Africa enabling shipping lines to berth some of their largest vessels. The port consists of an operational area as well as supporting infrastructure, facilitating the import, export and transshipment of containers to and from and within South Africa.

1.2 Business Need

The NICE/QOGNIFY CCTV monitoring system at the Port of Ngqura was installed back in 2010, the useful life of the cameras has been exceeded, operating system versions outdated and some of NICE video management system are not in operation, which has resulted in video footage images not being accessible, recorded and not in general not in an optimal working condition. The port of Ngqura requires the current system to be reinstated to an operational level with emphasis on operations, safety, security, ISPS compliance and unlawful activities detection.

1.3 Solution and Objectives

The Ngqura terminal requires an additional twenty-six (26) cameras, restoration of the existing system with the OEM or similar (the similar product is a product that should not compromise the integrity of the OEM system that is already installed at TPT or require modification on the system to complement the SIMILAR product) VMS software and hardware to bring the entire CCTV system to a working condition, which is inclusive of a OEM extended warranty of the Video Management System (server/s, storage units, decoders, software VMS and/or operating system) for a period of 5 years. These CCTV cameras system shall be of the latest technology on the market. This will improve productivity and ensure a safer working environment. The solution considered is illustrated in the tables below:

Table 1: Solutions

#	Option	Details	No of Cameras
1	Upgrade of CCTV System	i. Install VMS hardware and software that will complement the existing system. ii. Installation of new cameras, brackets, switches and/or field boxes; iii. Install 65-inch screens iv. Upgrade the CCTV cameras network infrastructure with low latency high bandwidth to allow for high definition viewing; and v. High system availability	26 4

The objective of this investment is to acquire and install a total of 26 CCTV cameras; restore the existing VMS software and hardware components for the system at Ngqura terminal to a working state to improve productivity, safety and environment through the optimal functioning of CCTV cameras to assist and monitor the terminals' operational processes and related activities.

1.4 Employer's Objectives

The *Employer* (Transnet Port Terminal) requires the works in this document to be executed as such that it will ensure **business continuity, business value** and **security compliance**.

Further objectives include:

- 1.4.1 To install/restore the existing system with an OEM or similar VMS software and hardware to a fully operational CCTV network;
- 1.4.2 To improve the safe environment through the optimal functioning of CCTV cameras to monitor the Ngqura terminal;
- 1.4.3 To meet the security compliance requirements;
- 1.4.4 To provide new and latest technology CCTV cameras equipment;
- 1.4.5 To supply system components that are suitable and robust to operate in the Port's environment;
- 1.4.6 To provide low maintenance, effective and reliable equipment.

1.5 Interpretation and Terminology

The following abbreviations are used in this Works Information:

Table 2: Abbreviations

Abbreviation	The meaning given to the abbreviation
MPT	Multi-Purpose Terminal
NCT	Ngqura Container Terminal
CCTV	Closed Circuit Television
ISPS	International Ship and Port Facility Security Code
SOPs	Standard Operating Procedures
SHE	Safety, Health and Environment
PLZ	Pan, Tilt & Zoom
ISPS	International Ship and Port Facility Security Code
TPT	Transnet Port Terminals
DP	Data Pack
OEM	Original Equipment Manufacturer
QC	Quality Control
VMS	Video Management System
QA	Quality Assurance
NCR	Non-Conformance Report
QCP	Quality Control Plan
AIA	Authorised Inspection Authority requirements
BOM	Bill of Material

2 Employer and Contractor's design

2.1 Employer's design and provision

2.1.1 CCTV Surveillance Systems

- The plant layout and position of cameras.
- The employer's standards.

2.1.2 The Contractor's design

To maintain a safe working environment, to protect against the unlawful use of the business asset, meet targeted efficiencies, and comply with ISPS code, the CCTV network VMS software and hardware must be installed or restored to a fully functional system. The Scope of Work for Ngqura Transnet Port

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Terminals CCTV Cameras system can be summarized as follows:

- Servers, recorders, management system, software and associated equipment
- All additional new cameras will be of the latest CCTV technology on the market compatible with the current or similar management system.
- CCTV cameras will be strategically placed in identified blind spots and critical Operational areas to detect unlawful activities, deviations from SOPs and unsafe work practices identified by the employer.
- The Network Video Recording system storage and licencing to be in line with the terminals additions and future needs.
- Install four (4) 65 inch 4k UHD large format display screens at the Security Control Room and associated equipment to maximise live streaming view.
- The required Works can be summarised in the table below:

Table 3: CCTV cameras system requirements breakdown.

Software Component Description	QTY
Site management license which includes: Unlimited Concurrent User Connection licenses, Unlimited Video Wall Monitor licenses, Full Sensor Management capabilities, Full Incident Management capabilities, Unlimited operational maps management license	1
Application Server Redundancy license (per site)	1
Channel license	200
Recording Redundancy channel license - N+1	200
Hardware Components	QTY
Server including the Application server and Web server (Large site load)	2
Smart Video Recorder 9420, 2U, with internal RAID6+RAID1 120TB net storage.	5

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Decoder 5204 supporting up to 4 video outputs (1U)	4
Hardware Components	QTY
Product Maintenance Agreement, Standard Software Package SLA	5 year
Cameras	QTY
FHD PTZ cameras (min 4Mp)	10
FHD Fixed camera (min 4Mp)	15
Stadium Camera	1
Screens	QTY
65 inch 4k UHD large format display screens	4

- g. Install mixed cameras, PTZ, fixed and stadium cameras – all with High-Definition image streaming and where required night vision detection;
- h. Upgrade the current software component management and analytics system to the latest software version in line with Transnet's standards of both desktop and server operating system which will include Site management license, Unlimited Concurrent User Connection licenses, Unlimited Video Wall Monitor licenses, Full Sensor Management capabilities, Full Incident Management capabilities, Unlimited operational maps management license;
- i. Upgrade hardware components (proprietary and in conjunction with the management and analytics operating system) include an application server, Web server, smart video recorder inclusive of storage and redundancy;
- j. All VMS components (hardware and software), to be installed shall have a life expectancy guarantee of at least 5 years, Product Maintenance Agreement.
- k. All work shall be done following the applicable code of practices, standards (national, international and Transnet standards) and in a manner to give a visual and surveillance improvement to the Terminals.

3 Procedure for submission and acceptance of Contractor's design

3.1 The *Contractor* shall address the following procedures:

- a. The Contractor's documentation shall be issued to the *Project Manager* under cover of the *Contractor's* Transmittal Note indicating all Contract references (i.e. Project No, Contract No, etc.) as well as the Contractor's Project Document Number, Revision Number, Title and chronological listing of transmitted documentation. Formats of Contractor data submitted is dependent on the project procedure and shall be specified by the *Project Manager*, upon the notified request of the *Contractor*.
- b. The *Contractor* shall deliver both hard copies and electronic media copies (CD Rom) to the *Project Manager* either at the address stated within the Contract Data or at the Project site office.
- c. All electronic documentation shall be submitted by the *Contractor* in Adobe Acrobat (.PDF) and native file format.
- d. Acceptance of documentation by the *Project Manager* will in no way relieve the Contractor of the responsibility for the correctness of information, or conformance with his obligation to Provide the Works. This obligation rests solely with the Contractor.
- e. After review, a copy of the original reviewed/marked-up drawing/document, with the *Project Manager's* consolidated comments and document status marked on the *Contractor* Review Label, is scanned and the copy shall be returned to the *Contractor* under cover of the project's Transmittal Note for revision or re-submittal as instructed.
- f. The *Contractor* shall allow the *Project Manager* 14 working days (unless otherwise stated and agreed) to review and respond to the Contractor's submission of their documentation, i.e. from time of receipt by the project to the time of despatch. However, work shall proceed without delay in the event of late return of the documentation by the *Project Manager* with prior notification in writing by the *Contractor*.
- g. On receipt of the reviewed documentation the Contractor shall make any modifications requested/marked-up and resubmit the revised documentation to the *Project Manager* within 14 working days. Queries regarding comments/changes should be addressed with the *Project Manager* prior to re-submittal.
- h. Any re-submittals, which have not included the changes/comments identified, will be returned to the *Contractor* to be corrected. The *Contractor* shall re-issue the revised

documentation incorporating all comments and other specified details not included in the previous issue within 2 working days of receipt of the marked-up document.

- i. In undertaking the Works (including all incidental services required), the *Contractor* shall conform and adhere to the requirements of the *Contractor* Document Submittal Requirements Standard.

3.2 Review and Acceptance of Contractor Documentation

- a. The *Contractor* submits documentation as the '*Works* Information' requires to the *Project Manager* for review and acceptance.
- b. In undertaking the '*Works*' (including all incidental services required), the *Contractor* shall conform and adhere to the requirements of the '*Contractor* Document Submittal Requirements' Standard.
- c. The *Project Manager* may withhold acceptance of a submission if the document submission requirements stated in the Works Information are not adhered to.

3.3 Operating Manuals and Maintenance Schedules

The Contractor provides the following:

- a. Installation, Maintenance, Operating Manuals and Data Books.
 - The Contractor provides manuals in an A4 hard covered, red, grease and waterproof binder, using 2 ring type binders. The manuals are well indexed and user friendly and include a summarized Table of Contents.
 - The Contractor submits the draft Table of Contents to the Project Manager for acceptance prior to the compilation and official submittal of the manuals.
 - The originals of all brochures shall be issued to the Project Manager. When a general brochure is applicable to a range of equipment, then the specific item, catalogue number or model number shall be stated, which is best achieved by introducing a separate index page, which cross-references the specific item to a tag number.
 - The address, phone numbers, fax numbers and reference numbers of all Sub-Contractors is provided.
 - The required number of copies of the manual (s) shall be as specified by the Project

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Manager and submitted per type or model number of equipment included in the contract, or as specified by the Project Manager. A typical example of what the binder/file (s) shall be marked with on the spine and the front cover is as follows: -

- Project No./Name
- Manual Title, e.g. Installation, Maintenance and Operating Manual
- FBS No. and Title
 - Manual Numbering (e.g. Volume 1 of 2, etc.)
- Contract Number
- Contractor Name
- Unless otherwise stated in the CDS, the required number of copies of all As-Built/Final/Data Packs shall be:
 - 3 x hard copies (Full size)
 - 4 x CD Roms with Adobe Acrobat (.pdf) and "Native" formats

3.4 Anticipated Key Dates for the Project

The following key dates for the various activities are proposed and activities may be proposed simultaneously.

Activity No	Activity	Duration
1	Site Establishment	1 Week
2	Long Lead Items:	
2.1	Supply and Delivery of Configured Video Management System (VMS)	2 Months
3	Installation of VMS	1 Month
4	Testing of VMS	2 Week
5	Installation and Testing of Cameras	2 Weeks
6	Testing and Commissioning of Integrated System	1 Week
7	Handover & Close Out	1 Month

4 Construction

4.1 Temporary Works, Site services & Constraints

- a. The Contractor shall comply with the requirements of the Employer with regard to site entry and security control, permits, and Site regulations.
- b. The Contractor complies with the following requirements of the Employer:
 - The Contractor shall attend all necessary Safety Inductions and ensure that all personnel engaged in the provision of the Works are inducted as directed by the Project Manager.
 - The Contractor and all personnel engaged in the provision of the Works shall attend all Safety Inductions as required by the TPT Control Officer as directed through the Project Manager.
 - The Contractor and all personnel engaged in the provision of the Works shall attend all Safety Inductions as required by the Employer's Safety Officer and/or as directed by the Project Manager.
- d. The Contractor shall obtain access permits from the TPT Permit Office, and the Employer's Safety Officer before accessing the site.
- e. The Contractor shall obtain the relevant work permits from the TPT control officer, and the Employer's Safety Officer before performing any work.
- g. The Safety Inductions, Access Permits and Work Permits are part of this contract and the Contractor shall make allowance for it in his Price and Schedule.
- h. The Contractor shall ensure that all relevant safety inductions and access permits are obtained well before the Site Access Date as reflected in the Contract Data.
- i. The Port of Ngqura is a designated Security Areas under the ISPS requirement, and in terms of this, all access into the Port area will be strictly controlled. Compliance to these security requirements, including labour transport and access requirements, obtaining and maintaining access cards for the Contractor's personnel on Site is part of this contract, and the Contractor shall make allowance for it in his Price and Schedule.
- j. The Contractor shall obtain the TPT entry permits for all the Contractor's personnel within the Port of Ngqura in accordance with the access control requirements of the Port and the Contractor shall make allowance for it in his Price and Schedule. The Contractor is also required to obtain the relevant permits for his Sub-Contractors and all suppliers. The Contractor is required to make applications for these permits on behalf of his workers,

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suppliers and Sub Contractors, and is to nominate a single person to liaise with the relevant port and terminal authorities and the Contractor shall make allowance for it in his Price and Schedule.

- k. The Contractor provides all staff working within the Project with Contractor identification cards which detail the person's name, identity number and the foreman / engineer responsible. The provision of construction personnel with ID cards is considered part of this contract and shall be made by the Contractor to a standard acceptable to the Project Manager and the Contractor shall make allowance for it in his Price and Schedule.
- l. The Contractor is to be in constant consultation and cooperation with the Port's security operations to ensure compliance with all the required security procedures and the Contractor shall make allowance for it in his Price and Schedule.

4.1.1 Restrictions to access on Site, road, walkways and barricades

Access route to Site:

- a. All vehicles are subject to security checks and all Plant and Equipment brought into the facility and leaving the facility are required to be security cleared by the relevant authorities (*Project Manager* and TPT Security Manager) before access or exit is granted, as the situation may require.
- b. The *Contractor* is required to arrange for the clearing of the items with the *Project Manager* and the TPT Security Manager well in advance of the access or exit requirement to avoid delays in the provision of the Works.
- c. The *Contractor* ensures that any of his staff, labour and Equipment moving outside of his allocated Site and Working Areas does not obstruct the *Employer's* operations if any. To this end access routes are allocated and co-ordinated by the *Contractor* in liaison with the *Project Manager*.
- d. The *Contractor* ensures the safe passage of *Contractor's* traffic to and around the Site and Working Areas at all times. This includes providing flagmen, protective barriers, signage, etc for protection, direction and control of traffic.
- e. The *Contractor* shall provide designated, signed and demarcated walkways for all personnel who are required to traverse between the different working areas on site. Personnel outside of the designated walkways are required to be conducting work activities, and when traversing, are required to use the designated walkways.

- f. The *Contractor* plans and organises his work in such a manner so as to cause the least possible disruption to the *Employer's* operations or other possible *Contractors* on site.

4.1.2 Health and Safety on Site

- a. The *Contractor* is referred to Annexure H: *Contractor* Health and Safety Specification Guidelines (TRN-IMS-GRP-GDL-014.3).

4.1.3 Title to Materials from dismantling

- a. The *Contractor* has no title to any materials arising from dismantling in the performance of the *Works* with title to such materials remaining with the *Employer*. The *Project Manager* shall instruct the *Contractor* how to label, mark, set aside and/or dispose of such materials for the benefit of the *Employer* in accordance with ECC3 Clause 73.1. Disposal to be catered for by the *Contractor*, no waste will be disposed in any TPT waste receptacles or left on site.

4.1.4 Publicity and progress photographs

- a. The *Contractor* shall obtain the permission and approval of the *Employer* before erecting any notice boards, using the details of the contract in any advertising media or revealing any details of the contract to the public.
- b. The *Contractor* does not advertise the contract or the project to any third party, nor communicate directly with the media (in any jurisdiction) whatsoever without the express written notification and consent of the *Project Manager*.
- c. The *Contractor* provides a notice board showing the *Employers* Details, The *Employers* Agent's Details and the *Contractor's* Details at the site.
- d. The *Contractor* shall submit the graphic design and the structural support designs of the notice board to the *Project Manager* for acceptance before fabricating or erecting it.

4.1.5 Equipment provided by the *Employer*

The *Employer* shall not provide any Equipment to the *Contractor* for the purposes of this contract.

4.1.5 Connections to services for Contractor's use:

- a. A supply point for Potable Water on Site shall be provided.
- b. The *Project Manager* will arrange for the closing of the water valves during the installation of the metered take-off points.
- c. The *Contractor* shall be responsible for providing water for all other Working Areas where not provided by *Employer*.
- d. The *Contractor* shall provide everything else necessary for Providing the *Works* in accordance with this contract and attached Annexures.
- e. Wherever the *Employer* provides facilities (including, *inter alia*, temporary power, water, waste disposal, telecommunications etc) for the *Contractor's* use within the Working Areas and the *Contractor* adapts such facilities for use, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the *Employer* and Others in, on or under the land) and surrounding areas to its original standard upon dismantling of such facilities and hand-back to the *Employer*.

4.1.6 Facilities to be provided by the *Contractor*

- a. The *Contractor* ensures that the site establishment area is compliant with the relevant safety regulations and restrictions, is clearly sign posted, and has a suitable security fence, lighting and the necessary access control gates.
- b. All costs for preparation of the site establishment area are to be allowed for in the *Contractor's Price*.
- c. The *Contractor* submits details of the layout of his site establishment to the *Project Manager* for his acceptance.
- d. The *Contractor* installs a metering device, which is acceptable to the *Project Manager*, immediately downstream at each of the *Employer's* connections from where he draws services. The *Contractor* provides the *Project Manager* details of his monthly consumption of potable water and power.
- e. The *Contractor* is responsible for his own connection to the *Employer's* services and for the reticulation of his services from the connection point. The cost of meters, connections, reticulation and all other usage costs associated with the provision of services are included in Price.

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- f. Wherever the *Contractor* provides facilities and all items of equipment, involving, inter alia, offices, accommodation, laboratories, materials storage, etc, within the Working Areas, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the *Employer* and Others in, on or under the land) and surrounding areas to its original standard, upon dismantling of such facilities and items of Equipment.
- g. Upon completion, and within one month of the date of acceptance of the *Works*, the *Contractor* completely removes from the Site and Working Areas all his Equipment, including stores, office accommodation or any other asset belonging to him, and leaves the Site and Working Areas in a tidy condition to the satisfaction of the *Project Manager*.
- h. No excess or discarded materials or equipment may be buried or dumped within the port boundary.
- i. The *Employer* does not provide any security for the Site and Working Areas. The *Contractor* provides same and indemnifies and holds indemnified the *Project Manager* and *Employer* against any claims and actions that may arise out of Site and Working Area security.
- j. No housing is available for the *Contractor's* employees. The *Contractor* makes his own arrangements to house his employees and transports them to site in a closed vehicle specifically designed for passenger transport (bus or similar) accepted by the *Project Manager*.
- k. The *Contractor* shall provide a suitably sized power supply by means of either municipal supply, or Generation Plant equipment, as required. This must not breach any Environmental noise thresholds as define in the OHS Act and will be designated a noise zone if generating noise above 85db.
- l. The *Contractor* shall be wholly responsible for the provision of this power supply and shall make all the necessary arrangements for the supply, and the maintenance of the supply for the duration of the *Works*.
- m. The *Contractor* shall submit his invoices and\or municipal billing statements for the power supply as part of his Preliminary and General claims for the duration of the *Works*.

4.1.7 The *Contractor* complies with the following constraints in the execution of the Works

- a. The *Contractor* is required not to disrupt the continuity of operations at the Port of Ngqura during the provision of the *Works*.

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- b. Should it be impossible to avoid a disruption as described in (a) above, the *Contractor* shall **notify the Project Manager 21 working days before the anticipated disruption and request** authorization to commence with the aspect of the *Works* that will cause the disruption. The *Contractor* shall not proceed without said authorization to proceed.

5 Completion, testing commissioning and correction of defects

5.1 The work to be done by the Completion date

- a. The *Project Manager* cannot certify Completion until all the work except that listed below has been done and is also free of Defects, which would have, in his/her opinion, prevented the *Employer* from using the *Works* and others from doing their work.

Item of work	To be completed by
Submission of all data packs, quality assurance records and as-built drawings	30 days after Completion

5.2 Materials facilities and samples for tests and inspections

The *Contractor* provides the *Employer* with the following materials, facilities and samples during the provision of the *Works*, as per ECC Clause 40.2:

- The *Contractor* is required to provide all materials, facilities and samples for any tests required.
- The *Contractor* shall give notice to the *Project Manager* of the required inspection not less than 2 weeks before the inspection is required.
- The *Employer* will not provide any materials or facilities for the use of the *Contractor*, to perform tests and inspections.

5.3 Testing and Commissioning

- The installation shall be comprehensively tested and commissioned as individual and integrated systems as may be required by the configuration, after the *Works* are substantially complete.

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- b. The *Contractor* shall provide adequate and competent personnel for testing and commissioning of every particular installation and for the full duration of the commissioning process.
- c. The commissioning shall include interaction between other systems and others where interdependence of installations is encountered.
- d. The commissioning process shall, after all testing has been completed be the final proving ground of the systems and during this procedure the installations shall be subjected to all possible inputs and actions which may be encountered under operational conditions.
- e. The *Contractor* is required to demonstrate the functionality and performance of the Video Management System as per technical specifications.

5.4 Training and Technology Transfer

The *Contractor* facilitates the following requirements for training *Workshops* after Completion for the *Works* in use:

- a. The *Contractor* shall provide training for the *Employer's* selected staff in the maintenance and operations of all installed Systems, Software and Hardware. Attendance Training cost is to be allowed for in the *Contractor's* Price.
- b. The Training shall be comprehensive with printed training manuals and electronic copies of such manuals made available to each delegate.
- c. The *Employer* envisages that the number of staff required to be trained will be 10, the exact number to be confirmed by the *Project Manager* during the provision of the Works.

6 Works to be executed by the *Contractor*

6.1 System Functions and Capabilities

- a. The VMS shall provide the following general features and capabilities to simultaneously display live, playback and recorded video, while continuously recording onto the system's hard-drive(s) and archiving to a remote storage server.
- b. Compression types supported: H.264, MJPEG, MPEG4
- c. Frame rates (fps):
 - i. PAL – 25, 12.5, 6, 3, 2, 1
 - ii. The maximum frame rate shall be achievable at all video resolutions.

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- d. Overall throughput per recording server: Up to 768 Mbps comprised of:
 - i. Recording – up to 512 Mbps
 - ii. Live monitoring – up to 153 Mbps
 - iii. Playback – up to 102 Mbps
- e. Network:
 - i. Protocols supported: HTTP, HTTPS, TCP, UDP, IPv4, IPv6, IGMP, RTP, RTSP, TLS1.3
 - ii. Information security
 - iii. Authentication means: Username and password.
 - iv. Encryption: TLS with AES256 bit
 - v. Recorder to edge devices connection via HTTPS
 - vi. Client application to server application via HTTPS
 - vii. Encrypted live video, video playback and exported file.
 - viii. VMS management to database connection via configurable connection string, Windows authentication, AES encryption
- f. Resiliency/Redundancy:
 - i. Recording availability: 99.999%, achieved through active-active dual recording.
 - ii. High availability system implementation
 - iii. Local recording backed-up with centralized recording.
- g. Support for DAS, SAN, and NAS storage
- h. Virtual matrix (VMX) capabilities allowing full switching and control of the video inputs on monitor wall via a GUI or security video keyboard.
- i. ONVIF compliance: Profile S
- j. Integrated modules for managing security components including intrusion detection sensors, access control components, alarm panels, and fire detection panels, with bi-directional communication to the sensor or panel.
- k. Integrated modules for managing an incident, including adaptive operational procedures, automatic actions, collaboration, shared communication, and context-related content such as maps, video, audio, and sensor data.
- l. Latest browser-based viewing capabilities:
- m. Visualization – GIS enabled mapping to track incidents and sensors.
- n. Support for remote independent connected VMS installations

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- o. The VMS recorders shall support centralized real-time processing of compressed video for video analytics, camera tampering, video motion detection, and visual parameter optimization.
- p. VMS recorders shall be capable of operating in a virtualization environment according to VMware specifications.

6.2 System Software

6.2.1 The VMS shall include applications for viewing, review, and investigation of video; user policy setup; site setup; configurations; an infrastructure for monitoring and notification of failure or errors of any of the system components.

6.2.2 Architectures: centralized and/or distributed.

6.2.3 Operating systems:

- a. Client application OS: Windows 11
- b. Server application OS: Windows Server 2022

6.2.4 VMS applications shall support deployment via a self-extracting installation file for administrative use and via web browser for operational use.

6.2.5 The VMS operator interface shall allow an operator to:

- a. Run the web application without client installation.
- b. Monitor and play back video from cameras connected to the VMS using a local workstation or external monitor.
- c. Monitor, record and play back audio from audio sources connected to the VMS.

6.2.6 The VMS shall provide for incident management, including adaptive operational procedures, automatic actions, collaboration, shared communication, and context-related content such as maps, video, audio, and sensor data.

6.2.7 The VMS shall support a multi-monitor scheme, enabling floating viewing windows, which can be allocated to additional monitors connected to the same workstation.

6.2.8 Users shall be able to drag and drop already opened video from one monitor to another monitor.

6.2.9 The VMS shall offer an array of standard video layout templates (symmetric and non-symmetric) and the ability to create a customized layout.

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- 6.2.10 Layouts shall be assignable to pages, which may be called up manually or upon alarm.
- 6.2.11 Users shall be able to create private page for their own use and the administrator shall be able to publish the created page so other users can use it as well.
- 6.2.12 Viewing windows shall support tabbed pages to enhance the functionality of each window.
- 6.2.13 The VMS user interface (UI) shall further support:
 - a. Event query and display
 - b. Multiple sensor types per window
 - c. Map display
 - d. Display of control room monitors
 - e. Visual timeline navigation of playback video
 - f. Incident management
 - g. Access control systems (ACS)
- 6.2.14 The VMS shall have provision for a home page to include a specific layout of video panes and pre-selected cameras either in live or playback modes, as well as other security sensors and maps.
- 6.2.15 The VMS operator interface shall graphically display camera states on a hierarchical list to include camera type, alarm status, recording status, and audio association.
- 6.2.16 The VMS shall allow the user to open a page layout that includes maps as well as other video windows.
- 6.2.17 Supported map-related functions:
 - a. Display map list
 - b. Perform operations on cameras and sensors depicted on map, including drag and drop to new window.
 - c. Add new elements: Supported map elements: cameras, security sensors, linked maps and pages, pre-programmed actions.
 - d. Drill down to linked maps.
- 6.2.18 Zoom in and out.
 - a. Depict change in sensor state.
 - b. Automatic pop-up upon event
 - c. Preview sensors and incidents in a pop-up
 - d. Geographic coordinate calibration with point-to-point distance measurement

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e. Map layers

6.2.19 Mapping shall support GIS data.

6.2.20 Supported file formats: BMP, JPG, PNG. Calibrated with coordinates: BMPW, JPGW, PNGW.

6.2.21 External monitors and video walls:

- a. The VMS shall support the direction of live or playback video to external monitors and video walls:
- b. The VMS shall display only monitors that the user is authorized to view and manage.
- c. user shall be able to start, pause, jump to time a playback session, even if it was started by another user.
- d. Supported VMS operations common to video monitoring and playback:
- e. View video on full screen or in a layout pattern on single or multiple monitors
- f. Enlarge/restore a single video slot while maintaining the state of the other video slot of the layout for restore operations.
- g. Synchronized playback of several video/audio channels: Add\remove video\audio slot to the sync session or synchronize all slots per monitor.
- h. Digital pan-tilt-zoom: Zoom up to 672% of original image size.
- i. Automatic image optimization utilizing de-interlacing, de-blocking, de-ringing, sharpening, and dithering post processing filters.
- j. Optimization of image clarity and dynamic range of enabled video cameras, adjusting smoothness, sensitivity, and brightness
- k. Privacy masking for displayed video
- l. On screen display (OSD)
- m. Dewarping of panoramic images:
 - i. View dewarped and original non-dewarped images
 - ii. Virtual PTZ control of dewarped images
 - iii. View redefined camera orientation.
 - iv. View predefined layout, including quad and panoramic.

6.2.22 Image clarity:

- a. The display shall avoid combing artifacts when displaying interlaced video on a progressive monitor.

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- b. The display shall provide for automatic optimization of image clarity and dynamic range of enabled video cameras for viewing and recording by adjusting brightness and contrast of the edge device.

6.2.23 Video streaming

- a. The VMS shall provide separate streams for recording and monitoring. The streams shall be configured for the most appropriate resolution, frame rate or bit-rate.
- b. The VMS shall optimize the viewing experience by selecting the appropriate stream out of dual streaming under the following predefined constraints:
 - i. Client hardware resources
 - ii. Video slot resolution
 - iii. Network bandwidth
 - iv. User preference for resolution or frame rate
 - v. Override automatic stream selection.
 - vi. Edge device scheduler catch-up – transfer video only during non-working hours from the edge device local storage to the recorder
- c. The VMS shall support limiting the outgoing network bandwidth from a recorder.
- d. The VMS shall enable the restriction of certain user groups (roles) from using certain sensors to control network bandwidth through manual allocation of viewing resources.

6.2.24 Monitoring and control:

- a. Video – The VMS shall support live video monitoring.
- b. Pan Tilt Zoom (PTZ) – The VMS viewing application workstation shall provide support for authorized users to control PTZ cameras, call PTZ presets, create new PTZ presets, and define preset parameters:
 - i. A user shall be able to associate presets with specific alarms.
 - ii. The VMS shall provide up to 100 user priority levels for PTZ operation.
 - iii. A user shall be able to lock PTZ operation of a camera, preventing users of equal or lower priority from operating the camera.
 - iv. PTZ operation devices: Keyboard, mouse, joystick
 - v. A user shall be able to control a PTZ via joystick with no more than one frame latency.
 - vi. Tours – A tour feature shall allow the user to monitor several video input channels, in a single window in a cyclical fashion, with the following capabilities:

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- Include one or more video channels.
 - Group tours in hierarchical fashion
 - Select dwell time for each camera.
 - Select a PTZ preset for PTZ cameras in the progression.
 - Pause or advance tour element displayed.
 - Skip between the tour's cameras
 - Call up a tour to a local or external monitor.
- c. Digital presets (with and w/o client side dewarping)
- i. The user shall be able to digitally zoom into a region of interest.
 - ii. The user shall be able to save the digitally zoomed region of interest as a digital preset.
 - iii. The user shall be able to select a digital preset from the video slot menu.
 - iv. The user shall be able to configure a digital preset for a dewarping view.
 - v. Audio – The VMS shall support live monitoring of connected audio-capable edge devices.

6.2.25 Recorder management and control

- a. The VMS shall support a primary-secondary dual recording scheme, whereby an edge device is recorded on dual recorders with independent recording from each other, including the recording at different storage retention times.
- i. Only the primary recorder shall be able to configure the edge device.
 - ii. The VMS shall support switching between primary and secondary recorders.
 - iii. There shall be no video loss in the case of failure in one of the recorders in a dual recording scheme.
- b. Mirrored recording
- i. The VMS shall support recording the same edge device in two different recorders, such that one recorder is a mirrored version of the other using the same streaming and recording configurations as active- active redundancy.
 - ii. The camera shall appear as a single channel, so the administrator can configure any automation on the camera level and not per recorder.
 - iii. Upon failure of the primary recorder, the player shall automatically reconnect to the mirrored (secondary) recorder for continued live streaming of any given channel (with no more than 30 second stream failover), and or playback.

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- iv. In the case of failure, the playback of a mirrored channel shall be transparent, and the player shall tailor the playlist between the two mirrored recorders.
 - c. The VMS shall present the recorder configuration throughput and storage status, so that users can understand all configuration aspects of the recorder and utilize the server to the optimum working point.
 - i. Recorder parameters: Storage, throughput, computing power, throughput burden.
 - ii. Storage parameters: Estimated retention, storage capacity, storage capacity type
 - d. Video authentication
 - i. The VMS shall provide video authentication for recorded H.264 and MPEG-4 video streams input from edge devices using the SHA-1 secure hash function.
 - ii. The authentication shall be performed on the exported video for exported video on file playbacks.
 - iii. The authentication scheme shall detect altered video and provide notification of such before the file is played. Video shall not be played if the video is not authenticated.
 - e. Playback and review
 - i. Operator playback controls:
 - Start and Stop
 - Pause and Resume
 - Fast Forward/Fast Reverse up to 1024 times faster than the recorded speed
 - Slow Forward/Slow Reverse
 - Frame-by-frame Advance or Rewind
 - Loop Replay
 - Jog Shuttle, using the slide bar for Fast/Slow Forward / Fast/Slow Reverse
 - ii. Instant playback – The VMS shall give an operator the ability to change from live monitoring to playback by dragging the video player timeline and to resume real time monitoring with one click of a button.
 - iii. Continuous playback – Video playback, once initiated, shall continue for the duration of the recorded video.
 - iv. Looped video shall be configurable for defined periods.
 - v. Synchronized playback – The VMS shall allow the user to play up to 25 synchronized

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video slots per monitor.

- The channels that are part of a synchronized playback session shall stay in a session even when changing from playback to live video and back to playback.
- The VMS shall allow adding video channels to and removing from a synchronized playback session.
- Playback synchronization shall support advanced playback operations including Fast/Slow Forward/Reverse Playback, Pause and Frame-by-frame.

vi. Bookmark

- The VMS user can bookmark points of interest in a video timeline.
- Bookmarks shall be graphically presented on the timeline.
- Bookmarks shall have a name and description.
- Users shall be able to easily browse between bookmarks by clicking the Previous/Next buttons.
- While performing synchronized playback, the timeline shall graphically present the bookmarks of all channels together.
- Users shall be able to modify the colour of bookmark on the timeline.

vii. Playback tags

- The VMS user can create temp tags, which can be used to jump to a specific time of recording for playback without the need to create bookmarks (which are saved in the DB)
- Tags are private, temporary, and kept per session. Once the user is logged-out, tags are cleared.

f. Alarms and events - The VMS shall support management of alarms based on VMD, AVMD, video analytics applications, third-party input via API, TTL, edge device events, maintenance events, rule-based macros, and Boolean logic expressions; as well as bi-directional management of third-party security sensors including access control systems, fire panels, alarm panels and perimeter intrusion detection systems.

i. Associations - The VMS shall allow associating a system action and user or user group to an alarm.

- User shall have the ability to set or filter cameras and any other sensor in

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the cameras/sensor's list/tree according to the alarm state of that sensor.

- ii. Supported notification methods:
 - Addition to a list on a user workstation or monitor
 - Pop-up on local or external monitor
 - Audible sound
 - API-based notification or communication to sensor of a third-party system
 - TTL or relay
 - SNMP
- iii. A user shall have the ability to associate each video alarm with a pre-defined page which contains a video pane layout and pre-configured cameras in live or playback mode on a local workstation or external monitor.
- iv. Actions - A user shall have the ability to define rules to automatically execute actions upon an alarm condition to include the following: send command to sensor, play page locally, play page on external monitor, display live video, display playback video, close video, move camera to PTZ pre-set, start/stop virtual tour, start/stop recording, play a predefined sound, send an http request, execute an external application locally.
- v. Camera tamper - The VMS shall automatically identify camera tampering by monitoring scene brightness, full or partial lens blockage, position change, or unfocused/blurred view and generate security and maintenance alarms.
- vi. An event log shall be capable of search, query, filter, export, and playback of video sensor events.
- vii. Analytics:
 - The VMS video analytic features shall apply centralized, automatic, persistent artificial intelligence in real-time to video signals to improve the efficiency of operators by directing them immediately to events that need attention and facilitating determination on the appropriate action.
 - Available standard analytic applications:
 - Intrusion Detection with filters for clutter, clouds, snow, vibration;
 - Overcrowding Detection;
 - People Counting;
- viii. POI search shall be a licensed web-based application to allow an operator to locate

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DESCRIPTION OF THE WORKS: SUPPLY AND INSTALLATION OF CCTV CAMERAS AT NGQURA CONTAINER TERMINAL (NCT) OF TRANSNET SOC LTD (REG. NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT"), AS A ONCE OFF SUPPLY

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- and track a specific person across time and location across non-overlapping security cameras.
 - ix. The operator shall be able to efficiently locate and track a specific person across time and location to minimize search time from hours to minutes when time is of the essence.
 - g. The application shall allow access to all relevant associated VMS recordings.
 - i. Search initiators:
 - VMS recorded content.
 - Photographic images
 - Artificial avatar builder
 - When initiating a query by VMS recorded content, the operator shall be able to initiate the query for a specific VMS video channel and time range to get results of the extracted individual's thumbnails from the image database, which was generated in real-time by the analytics application.
 - The operator shall be able to manage POI albums.
 - The operator shall be able to differentiate adults from children.
 - The operator shall be able to view the paths of selected persons of interest as a map layer.
 - h. Incidents
 - i. Incident management
 - The VMS shall allow the user to manage events as incidents that are associated with specific contexts, including custom pages of video cameras, recorded video playback, maps, sensors data, as well as textual description.
 - The VMS shall have a dedicated Incident screen intuitively providing situation decision guidance support.
 - Incident creation
 - The VMS shall have the following Incident creation options:
 - Automatically because of pre-configured rules
 - On demand by operators
 - From scheduled triggers
 - The VMS shall allow users to create a new incident that includes the relevant content from maps, cameras, video playback, sensors, and other relevant

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sources.

- The VMS shall allow users to associate an incident with a location by dragging and dropping an indicator on a map, thereby creating a new incident at that point.
- Opening incidents
- ii. The VMS shall have the ability to open incidents on demand via pre-configured "Quick-Launch" action buttons and keyboard function keys.
- iii. When opening a new incident, it should be possible to launch with it a procedure with a list of dynamic tasks.
- iv. It shall be possible to launch and attach any additional predefined procedure dynamically from within the context of an already open incident.
- v. Methods of incident assignment:
 - Claiming by acknowledgement
 - Automatic assignment according to a predetermined procedure
 - Via supervisor for dispatching to operators
 - The application shall allow distribution of task assignments manually or automatically for collaborative management of incidents.
 - The incident assignment method shall be configurable according to operational requirements.
- vi. Managing incidents
 - Pop-up notifications shall appear when incidents are created or escalated.
 - Open incidents shall be automatically sorted according to the following criteria: Severity, reflected with a colour indication; Time (more recently opened incidents first)
 - It shall be possible to configure the system to display an incident on a supervisor's terminal only when it is escalated beyond a predefined severity level.
 - An operator shall have the ability to add incident comments.
 - If a comment includes a hyperlink, the user shall be able to click on the link and open a new browser tab with the link content.
 - Closed incidents shall automatically disappear from the incident list but remain available for search and display according to filtering criteria including

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- time and date, type, severity, owner, location, and description text.
 - The system shall be configurable to require comment upon incident closure.
 - vii. Stakeholders
 - Other system users shall be able to function as stakeholders with the ability to access the incident record and to contribute to the incident's management by completing tasks and adding information to the record.
 - The incident management application shall allow communication between its stakeholders through a textual message board Incident workflow.
 - viii. Incident management shall include associated predefined operational workflow procedures to provide the operator structured guidance and assistive information for successfully managing an incident:
 - ix. A dedicated Incident screen shall intuitively provide situation decision guidance support.
 - x. The user shall have the ability to define a workflow for each incident.
 - xi. The user shall have the ability to define a procedure containing a list of tasks instructing the operator about what actions to take when an alarm occurs. Other users shall be able to see the status of each task for a specific event on the respective workstation.
 - xii. The workflow shall be adaptive to the user's selections and change the remaining tasks in the workflow based on conditional tasks that present multiple options to proceed.
 - xiii. The workflow shall support simple tasks that can be managed (e.g., completed) manually, as well as automatic tasks that execute an automatic action that performs a system command and/or a sensor command.
 - xiv. Automatic actions executed as automatic tasks in a workflow procedure shall support creating, closing, and changing incidents.
 - xv. The user shall have the ability to change the state of each task to: Suspend, In Progress, Complete, Cancel and Fail.

6.3 Administration

6.3.1 User management

- a. The VMS shall provide hierarchal, role-based authorization policies.

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- b. Each VMS user shall be assigned with a security role, or "role", which determines that user's access to various VMS functionalities, and an authentication policy, which determines that user's login permissions.
- c. An administrative user with "manage role" privileges shall be able to create a role with defined authorization permissions and then assign it to multiple users, thus saving the need to repeatedly define the same authorization settings for each user.
- d. A user shall be able to create a child role, which inherits the permissions of the parent role, and modify the permissions rather than starting from scratch.
- e. A user shall be able to link a parent role to another parent role, so the child linked to both parents inherits both parents' permissions.
- f. An administrator shall be able to build role hierarchy trees using either of the following approaches:
 - i. "Top-down" - the administrator reduces the scope of permissions, generation by generation. By denying permissions to the parents, the permissions are also denied to the children. The administrator can then further limit the permissions of the children without affecting the parents and grandparent.
 - ii. "Bottom-up" - first creating the children with a reduced set of permissions, then creating the parents, who inherit the permissions in the children plus more permissions, and finally, creating the grandparent - who inherits the permissions in both the parents and children - and allowing all permissions.
- g. The roles shall be clearly color-coded and show icons according to their status, with arrows showing the relationship between linked roles, such as a parent and its children or two associated parents and their children.
- h. Roles shall enable modification of the authorization and authentication policies of a user by moving the user to a role associated with different policies.
- i. The Roles workspace shall provide a whiteboard that enables users to get an immediate and visual understanding of the organization's role hierarchy.
- j. It shall be possible to define flexible policies, which may be active or inactive, depending upon the security needs of the organization.

6.3.2 Audit

- a. The VMS shall provide detailed audit reports, and a user shall have the ability to generate, view, filter, and export audit information.

- b. Supported source types: users, application, server components.
- c. Filter types: users, record types, computer IP, timeframe, criticality level
- d. Export format: CSV file

6.3.3 Configuration

- a. A user shall be able to configure an entity once and apply its configuration to other similar physical entities.

6.3.4 Dashboard reports

- a. A user shall be able to generate a site report of the recorders, storage and edge devices configuration connected to the VMS and present it as a dashboard table.
 - i. Information shall include retention days, oldest recording time, edge device model and vendor, compression, resolution, and maintenance information.
 - ii. The report can be exported to CSV format and can be open by another instance of the VMS.
- b. A user shall be able to generate a recorder report grouping video channels according to their configured retention.
- c. A user shall be able to view VMS recorder storage capacity estimation according to its video channels configuration.

6.3.5 Edge device management

- a. The VMS shall be able to automatically support detection of edge devices via an edge device discovery tool, WS-discovery, or UPnP.
- b. The VMS shall support ONVIF-based communication with the edge devices for streaming and configuration.
- c. The user shall be able to navigate to the edge device's web page from the VMS configuration application.
- d. The VMS shall reflect the edge device web application UI parameters configuration in the VMS configuration application such that each modelled parameter will enforce its configuration from the VMS.
- e. Adding a new UI edge device parameter shall not require core development besides the edge device driver.

6.3.6 Discovery

- a. Recorder discovery - The VMS shall be able to automatically support detection of recorders via the AMS.
- b. Sensor discovery – The VMS shall be able to automatically discover video sensors of its own site and its remote independent sites.

6.3.7 User authentication and authorization

- a. The VMS shall enable the system administrator to define user profiles with different user privileges.
- b. Available management settings:
 - i. User creation, with user definition of password (as per Transnet's standards)
 - ii. Association of Microsoft Active Directory groups to VMS roles
 - iii. Single sign on enablement, eliminating the need to log into the application once the PC login has been accomplished.
 - iv. Creation of user profiles (roles)
 - v. Setting user privileges within the VMS
 - vi. Restriction to perform playback from relative time for specific channels.

6.3.7 Planning

- a. The VMS shall provide management tools for incorporating response plans for routine and emergency situations.
- b. Plan types: customized incident types, rule-based task activation with event-triggered and time-triggered activation, sensor commands, automatic notifications, resource assignment escalation policies.

6.4 Mobile Viewer application

- a. The VMS shall provide web-based viewing and playback capabilities, supporting laptops, smart phones, and tablets.
- b. The Mobile Viewer application shall not require deployment with an installation package.
- c. The Mobile Viewer shall be updated with upgrades made on the VMS application management server at time of login or refresh of the client application's browser page.
- d. The VMS Mobile Viewer shall present the channels of the media sources that the user is

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authorized to view.

- e. Media source channels shall be searchable from the client interface.
- f. Layouts supported: single, 2 x 2, 3 x 3 with full screen option.
- g. Maintain open streams when changing a video layout.
- h. The Mobile Viewer shall further:
 - i. Support a mix of live and playback windows.
 - ii. Support synchronized playback.
 - iii. Support instant playback for a configurable time.
 - iv. Support authorized PTZ operations, including moving to presets.
 - v. Provide monitoring of its components by heartbeat for maintenance purposes
 - vi. Be accessible with single sign on
 - vii. Support media export to multiple file formats, including AVI.
 - viii. Forward video by email to another client
 - ix. Provide an API for independent application development.
 - x. Support remote site transcoding to meet network the bandwidth limit between the remote and central site.

6.5 Recorders

6.5.1 General

- a. VMS recorders shall have the following general attributes:
- b. Record both video and audio streams from edge devices without the use of multiplexing techniques
- c. Maintain recording operations during playback or live viewing.
- d. Run as a Windows service.
- e. Support SD (4:3), HD (16:9) and megapixel cameras not in HD format
- f. Maintain streaming and recording functionality without video loss when the VMS storage is in a RAID rebuild state.
- g. Support flexible streaming of several video streams according to decoding station performance and network bandwidth.
- h. Support segregated networks, enabling separate networks for the capture of media from edge devices and from the viewing and management network.
- i. Support unicast or multicast video transmission over LAN's and narrowband WAN's.

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- j. Support up to 96 TTL outputs and relays (combined) to edge devices.
 - k. Virtualization – The VMS recorders shall support VMware vSphere virtualization infrastructure version 5.1 and higher.
 - i. Number of virtual recorder machines (VM's) per VMS recorder: 4
 - ii. Recording throughput per VM: 64 Mbps.
 - iii. Video channels per VM: 128
 - iv. Number video analytics/special function/camera tamper channels per physical machine: 40
 - v. The virtualization infrastructure shall support the VMS architecture for redundancy.
 - vi. Virtualization system requirements
 - CPU: 2 x Intel Xeon E5-2620 @2.00 GHz
 - OS: Windows Server 2019+ English
 - RAM: 32 GB
 - LAN: 6 Gig E
 - l. Video streaming – The VMS shall support video streaming from the recording devices ("recorders") or directly from edge devices (cameras, encoders).
 - i. The VMS shall be able to provide a standard multicast stream for remote third-party decoding devices over an IP network.
 - ii. The VMS shall be able to configure different multicast addresses for different recording channels.
 - iii. Recorders shall automatically start providing the multicast streams after service start-up.
 - iv. Protocols supported:
 - v. RTP/TCP – unicast support only
 - vi. RTP/UDP – unicast and multicast support.
 - m. Storage
 - i. Recorders shall have the ability to centrally store data via IP over a LAN/WAN network to a central storage server.
 - ii. Recorders shall possess dedicated hardware components to enable connection to a shared network storage solution.
 - n. Performance
 - i. VMS recorders shall simultaneously support 100% of recording channels, 30% of

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- the channels with live monitoring and 20% of the channels with playbacks, all at the same time.
- ii. Baseline performance for recording channels shall be at 4CIF resolution with 30 fps (NTSC) or 25 fps (PAL), and with a bit rate of 2Mbps per channel.
- o. Maintenance, supervision, and upgrade
 - i. The VMS recorders shall provide the following functionality:
 - Recorder remote maintenance
 - Periodic status checks of edge devices
 - SNMP trap alarms to the NMS application for all essential maintenance events
 - SNMP MIB's for monitoring open maintenance events, severity counters and configuration changes.
 - Recorders shall maintain backward compatibility for up to two versions to accommodate future upgrades.
- p. System requirements
 - i. Controller processor: LSI ROC XOR engine
 - ii. Controller cache: 512MB
 - iii. Interface: PCI-Express
 - iv. RAID Type: RAID 6
 - v. Disks per RAID group: 1
 - vi. Disk type: 1 TB minimum, preferable SSD or higher SAS
 - vii. RAID stripe size: 128 KB

6.5.2 Video recording

- a. VMS recorders shall exhibit the following properties:
 - i. Three levels of video quality presets to balance quality with bandwidth utilization
 - ii. User-adjustable bit rates
 - iii. Recording modes:
 - Constant recording with tags for alarm triggers, to include inputs from:
 - Video analytics applications
 - Motion detection
 - TTL input signal

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- Video signal loss
- Third party systems – access control, fire detection, intrusion detection
- User-defined automatic actions
- b. Event-based recording with configurable pre-alarm and post alarm periods, based on scheduling or alarm triggers.
- c. Constant plus event recording, where the video recorded may switch to recording at an alternate frame rate or switch to record the second stream upon an alarm trigger.
- d. Schedules – allow for two different recording periods per day, per channel, with ability for different recording modes per period.
- e. Catch-up - support catch-up of video and/or audio recording from edge device local storage, to be performed in parallel to live stream for:
 - i. Catchup of missing recording due to:
 - Network disconnections
 - Recorder downtime
 - Recorder failover
 - The catch-up shall be able to make sure no gaps in video are created due to mismatching video streams between the primary stream and the stream recorded on the edge storage.
 - ii. Catchup of pre-alarm with event recording.
 - There shall be no streaming between the edge device and the recorder up to the time of the event.
 - In parallel to live event streaming, the recorder catches up the pre-alarm time.
 - stream and the stream recorded on the edge storage.

6.5.5 Video playback

- a. Playback using the RTP/TCP protocol.
- b. Encryption of video playback stream when the recorder connection is encrypted.

6.5.6 Live video viewing

- a. When streaming directly from edge devices, a workstation shall receive a multicast stream directly from the edge device for live viewing. The recorder shall register to the

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same multicast group for recording.

- b. The VMS shall support Source Specific Multicast (SSM).
- c. The live video stream shall be encrypted when the connection to the recorder is encrypted and live monitoring set to TCP.
- d. Audio – VMS recorders shall exhibit the following properties:
 - i. Monitor, record, and deliver inbound audio streams from edge devices.
 - ii. Codec: G.711
 - iii. Supported protocols:
 - iv. Unicast: RTP/UCP
 - v. Multicast: RTP/UDP

6.5 Application Management Server

- a. An application management server ("AMS") shall be a central application server that includes a database for consistent configuration of site equipment and user data.
- b. The AMS shall provide data consistency and integrity, and time synchronization of the VMS components.
- c. The AMS shall be deployed at each physical site/station to allow autonomous operation of the station even if the communication to the head-end is interrupted.
- d. The VMS integrations shall incorporate a bi-directional gateways infrastructure layer converting third party components into a unified language.
- e. The AMS shall run SQL Server 2017+ Standard Edition.
- f. The AMS shall be able to be virtualized using VMware vSphere virtualization infrastructure version 5.1 and higher.
- g. The AMS shall support up to 8,000 sensors and up to 450 VMS recorders.
- h. Virtualization specifications:
 - i. CPU: 2 x Intel Xeon E5-2620 @2.00 GHz
 - ii. OS: Windows Server 2019+
 - iii. RAM: 32 GB
 - iv. LAN: 4 x Gig E
 - v. Free disk space: 640 GB minimum
 - vi. Storage redundancy: Hot swappable RAID 1
 - vii. Power supply: Hot swappable

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6.6 System Storage

- a. In addition to the on-board recorder storage, recorders shall have the ability to centrally store data via IP over a LAN/WAN network to shared network storage.
- b. Shared network storage
- c. A shared network storage solution shall support capacities of up to 500TB per VMS recorder.
- d. The storage solution shall be dedicated exclusively to the VMS system.
- e. The storage shall connect to a recorder using iSCSI or Fiber Channel protocol, and the storage network infrastructure shall be isolated from the general access network.
- f. The VMS software shall support seamless connection and operation with multiple storage systems simultaneously.
- g. The VMS shall be able to operate with multiple storage systems from multiple vendors and/or models.
- h. The VMS shall continue recording if all but one of its connected storage devices becomes disconnected or unavailable.
- i. The VMS shall be able to play back video that resides on the storage devices that are accessible to it, and the software shall display gaps in the video if portions of the video are not accessible due to the storage device being unavailable.
- j. The recording software shall be able to check the storage availability state and reconnect to a previously disconnected storage device automatically, if the previously disconnected device has become fully available again to the OS hosting the VMS recorder.
- k. Upon reconnection and if the data in the storage is intact, the video that resided in the storage device shall become available for playback.
- l. A failure of one of the storage devices shall not affect writing to all other connected storage devices and the software shall redistribute all the recorded channels across the remaining storage devices.
- m. When dual recording is employed, the two recorders used shall write to different shared storage resources to maintain full redundancy.
- n. The shared storage solution and the network leading to it shall be able to support and guarantee the aggregated performance requirements from all its connected VMS

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recorders, including under the following conditions:

- i. Rebuilding of a RAID array
 - ii. Storage controller offline
 - iii. Disconnection of a storage device from the network
 - iv. Redundancy, reliability, and availability
 - v. The storage network shall be designed to support 99.999% availability.
- o. The storage solution shall possess at least two fully redundant storage controllers.
 - p. Each controller shall have at least two communication interfaces connected to two or more separate physical infrastructures.
 - q. The storage and video recording servers shall be interconnected in a full mesh network topology, with dual full redundant network components.
 - r. The drives in the storage device shall be protected by a RAID or any other redundant drive mechanism capable of recovering from multiple drive failures.
 - s. A maintenance event in one of the RAID array shall not affect other arrays in performance or availability.
 - t. The number of drives in a RAID group or protected group shall not exceed the recommended or best practice number of the storage OEM.
 - u. The hard drives in the storage shall be at least 7.2K RPM drives with SAS interface.
 - v. A failure of a drive, network interface, controller or any other redundant component shall not affect availability of the storage and shall not pose any delay or service outage.
 - w. Network Attached Storage (NAS)
 - i. VMS recording on NAS shall support automatic failover and reconnection.
 - ii. Recorded VMS channels associated with failed storage shall automatically be transferred to another available storage device.
 - iii. Upon a reconnection of a failed storage device, normal recording operation to that device shall be restored.
 - iv. VMS recording on NAS shall support parallel writing to multiple storage devices.
 - v. Maximum total throughput during normal network operation shall not exceed 60% of the network transmission capability.

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6.7 Stadium Camera Specification

The camera is a Box Type Camera of 16.0 Megapixels with on-board self-learning pattern-based video analytics and Light Catcher technology which provides unsurpassed image quality in low light environments and shall meet or exceed the following design and performance specifications:

Technical Specifications	
Image Sensor	27.2mm Progressive scan CMOS
Active Pixels	4944 (H) x 3280 (V)
Imaging Area	23.6 mm (H) x 13.4 mm (V)
Minimum Illumination	0.005 lux (F1.4)
Dynamic Range	70dB
Lens	EF / EF-S Mount (SLR-style) 24-70mm
Image Compression	H.264 (MPEG-4 Part 10/AVC), Motion JPEG
Image Rate	12
Streaming	Multi-Stream H.264 and Motion JPEG, HDSM 2.0, SmartCodec technology
Motion Detection	Pixel and classified objects analytics
Electronic Shutter	Automatic, Manual (1/8000 sec)
Iris Control	Automatic, Manual
Day/Night Control	Automatic, Manual
Flicker Control	50 Hz, 60 Hz
White Balance	Automatic, Manual
Privacy Zones	Up to 64 zones
Audio Input	Line Input and output, A/V mini-jack
I/O Terminals	Alarm In, Alarm Out

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Electrical Specifications	
Power Source	PoE: IEEE 802.3af Class 3 compliant / 24 AC, 12 VDC

7 Extent of Works

7.1 Disposal Work

Removal of any CCTV system components to be given to the *Employer* through the *Project Manager* for disposal working for Transnet Port Terminal Supply Chain Management to follow a correct reverse logistics process.

7.2 Warranty

The *Contractor* shall provide an OEM extended warranty of the Video Management System (server/s, storage units, decoders, software VMS and/or operating system) for a period of 5 years.

8 Temporary Works

All temporary works shall be designed, managed and carried out by the *Contractor* and all costs associated with such temporary works shall be deemed to have been included in the rates of this contract.

9 Specifications, Technical Data Sheets

Included in this document are the Project Specifications, Technical Data Sheets, all of these components form part of the Contract Document.

9.1 Plant and Materials Standards and Workmanship

9.1.1 The Investigation, Survey and Site Clearance

- The *Contractor* should ensure the existing services & infrastructure around the area of project execution are protected.
- The *Contractor* will be liable for any damage to service or infrastructure as a result of the *Contractor's* employee/s or equipment of any kind.

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9.1.2 National and International Standards

The *Contractor* shall be responsible for compliance of all works with National and International Standards, including but not limited to the following:

- **OHS Act** Occupational Health and Safety Act and Regulations, No. 85 of 1993
- **SANS 10142** The wiring of premises
- **SANS 10162** The design of structural steelwork
- **BS 1449-1.1** Steel plate, sheet and strip. Carbon and carbon-manganese plate, sheet and strip.
- **DIN 620-4** Rolling bearings; tolerances for rolling bearings; radial internal clearance.
- **DIN 625-1** Rolling bearings; single row radial contact ball bearings.

9.1.3 Transnet Standards

The *Contractor* shall be responsible for compliance of all works with Transnet Specifications, including but not limited to the following:

Transnet Specifications

EEAM-Q-008	Corrosion Protection
EEAM-Q-009	Quality Management Specification for Supplier/Construction
EEAM-Q-012	General Electrical Equipment
EEAM-Q-013	Commissioning and Handover Specification for Supplier/Construction
EEAM-Q-016	General Requirements and Conditions
EEAM-Q-020	Tests on Electrical Equipment
EEAM-Q-021	Electronic Equipment
TRN-IMS-GRP-GDL-014.3	<i>Contractor</i> Health and Safety Specification Guidelines: TRN-IMS-GRP-GDL-014.3

10 Health And Safety

The *Contractor* shall be obliged to comply with OHS Act and TPT's SHEQ Contractor Health and Safety Specification Guidelines (TRN-IMS-GRP-GDL-014.3).

10.1 Health and safety at the Delivery and Work Place

At all times during the delivery, installation and testing of the equipment, the *Contractor* is responsible for the safety of all persons on the Delivery Place and shall have the necessary systems and procedures in place to effectively manage this situation.

The *Contractor's* workforce must attend an induction relating to the safety and operational aspects of the terminal before they can work at the terminal. The *Contractor* is responsible to supply all the necessary PPE to his employees.

10.2 Safety risk management

The *Contractor* must submit a safety file to the TPT SHEQ department for approval after being appointed.

The *Contractor* may not commence with Works unless the safety file has been approved by SHEQ. The *Contractor* shall submit a Method Statement to TPT for approval with all the necessary holding points.

The *Contractor* shall compile the risk register and share it with the Project Manager for endorsement.

The *Contractor* shall ensure that the following documentation is compiled and submitted to TPT and the *Project Manager* shall provide templates to the *Contractor*:

- a) Project Execution Plan
- b) Health & Safety Management Plan
- c) Risk Management Plan
- d) Quality Management Plant

Note that the Site is an operational Site and the heavy-duty equipment will be in operation most times each day.

As such, it will be up to the *Contractor* to liaise with Transnet's *Project Manager* as to when work can be carried out at these areas. The *Contractor* is to allow sufficient time in the *contractor's* program to allow for work on an operational Site.

10.3 Working at Elevated Heights

10.3.1 The *Contractor* to supply safe and suitable working at height equipment for every height work.

10.3.2 The *Contractor* must submit a fall protection and rescue plan to the Transnet Port Terminals *Project Manager* for approval, before any elevated work commences.

10.3.3 The *Contractor* must appoint a competent person in writing who must ensure all height equipment's operations are carried under his or her supervision and that all erectors, team leaders and inspectors are competent to carry out work.

11 Quality Control Plans

11.1 Quality Control

11.1.1 The *Contractor* shall prepare and submit a Quality Control Plan (QCP) to TPT for review in accordance with the requirements of the Contract.

11.1.2 QCP's shall identify all inspection, test and verification requirements to meet the Contractual obligations, specifications, witness and hold points.

11.1.3 QCP's shall include a reference to all tests specified in the Contract Document.

11.1.4 The *Contractor* shall not undertake any work in advance of the review and acceptance of the Quality Control Plan without the written consent of Transnet.

11.1.5 Pre-inspection meetings may be held at the discretion of Transnet. In such cases, the content of the agenda shall include, but not be limited to, the following:

- a. Documentation: Method of Submission reviews etc.
- b. Quality Control Plan: Agreement of inspection, witness, review and hold points, Agreement of contacts for notification, etc.
- c. Code Databook: Agreement to contents and format.
- d. QC Procedures: Agreement to Scope.
- e. Communications: Responsible persons.

11.2 Inspection Points

11.2.1 Inspection means all activities such as measuring, examining, testing, gauging one or more characteristics of material or service and comparing these with specified requirements to determine conformity which include:

- **Hold Point = H:** This indicates an inspection or test which is considered vital to quality, integrity and safe functioning of the material or services and which can only be achieved at this point. The *Contractor* shall not proceed beyond this point without written approval by Transnet and/or the appointed Third Party Inspection Authority.
- **Witness Point – W:** This indicates an inspection or test which may be equally as important as a Hold Point, but which can be waived by the appointed Third Party Inspection Authority or Transnet.
- **Review Point – R:** This indicates that the information collected is required to be reviewed and approved. The job may continue past the review point, however, if the information is inadequate or does not satisfy the requirements, may necessitate additional work.
- **Inspection Points – I:** During the review of the Quality Control Plan, Inspection points will be added by Transnet and where relevant, the Third Party Inspection Authority to indicate the intended monitoring of the *Contractor's* and/or *Sub-contractor's* quality control.

11.2.2 The *Contractor* shall as a minimum, carry out the inspections as detailed in the Quality Control Plan and maintain the required records for verification by Transnet and/or Third Party Inspection Authority. Signing-off of the Quality Control Plan progressively by all relevant parties is a mandatory requirement following the indicated inspection activity.

11.2.3 Non-Conformities: Non-Conformity is defined as a deficiency in characteristic, documentation or procedure which renders the quality of an item, work or service unacceptable or indeterminate in accordance with specified requirements. Such Non-Conformities shall be identified by the *Contractor/Employer*.

11.2.4 The Contractor shall maintain a register of his NCR's and shall submit this register to the Employer monthly. The Senior Engineering Manager will audit the register. The Employer reserves the right to request copies of NCR's for review of deviation and disposition.

11.2.5 The *Contractor* develops and maintains a comprehensive register of documents that will be

generated throughout the contract including all quality-related documents as part of its Quality Plan.

11.2.6 The Quality Plan means the *Contractor's* statement, which outlines strategy, methodology, resources allocation, QA and Quality Control co-ordination activities to ensure that the Works meet the standards stated in the Works Information.

11.3 Revision to Quality Control Plans

Revision of the QCP shall be subject to the same submission, review and acceptance routines as described for the original QCP submission.

11.4 Kick-Off Meeting

After the Contract start date, and before the commencement of the works, TPT will require a Kick-Off Meeting with the *Contractor* to discuss fully the implications of meeting TPT quality requirements. This meeting may be held as part of the Contract kick-off meeting for each package or may be a separate meeting, subject to the critical or complex nature of the work. This requirement for a pre-inspection meeting may be repeated when sub-*Contractors* of key equipment are engaged. After mobilization of

the *Contractor*, and before the commencement of any installation activities, TPT shall arrange for a Quality kick-off meeting to discuss fully the implications of meeting the projects' quality requirements. This meeting may be held as part of the formal kick-off meeting for each *Contractor* or maybe a separate meeting subject to the critical or complex nature of the work.

11.5 Inspection and Testing

The *Supplier/Contractor* is responsible for the conduct of all *Contractor* inspections and tests and includes:

11.5.1 Documenting inspection and tests result in the QCP's.

11.5.2 Progressively inspecting the quality of the Scope of Work performed, including that of all Sub-*Contractors*.

TRANSNET PORT TERMINALS

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DESCRIPTION OF THE WORKS: SUPPLY AND INSTALLATION OF CCTV CAMERAS AT NGQURA CONTAINER TERMINAL (NCT) OF TRANSNET SOC LTD (REG. NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT"), AS A ONCE OFF SUPPLY

11.5.3 Inspecting to meet all Contractual requirements, in number, type, and form. Inspecting day to day activities, material receipts, issue of material for installation, in-process inspections, and final inspections. Completed original QCP's shall be submitted to TPT through the Project Manager in the Data Pack (DP).

12 Management and Start-Up

12.1 Management Meetings

Further to Kick-off meeting regular meetings of a general nature of the project may be convened and chaired by the Project Manager as follows:

Standard Project Management Meetings

Title and purpose	Approximate time & interval	Location	Attendance by:
Kick-Off Meeting	Prior to Commencement of Construction	Transnet Port Terminal-Ngqura	<i>Employer, Contractor</i> (key persons) and <i>Project Manager</i> (appropriate delegates)
Project Progress Meetings (Report on the progress)	Bi-weekly (once every fortnight)	Transnet Port Terminal-Ngqura	<i>Project Manager, Contractor's</i> representatives and other appropriate individuals as required by the <i>Project Manager</i> .
Safety Meetings (Discuss urgent safety issues within the project)	On an urgent basis as requested by the <i>Project Manager</i> to address particular issues.	Transnet Port Terminal- Ngqura	<i>Project Manager, Contractor's</i> representatives and other appropriate individuals as required by the <i>Project Manager</i>
Risk Assessment Meetings (Discuss the project's risks).	On an urgent basis as requested by the <i>Project Manager / Contractor</i> to address risks and opportunities.	Transnet Port Terminal- Ngqura	<i>Project Manager, Contractor's</i> representatives and other appropriate individuals as required by the <i>Project Manager</i>

12.2 Documentation Control

Transnet uses a document controlling system to track, record and control documentation circulated. All formal communication should be submitted to TPT Document Controller. This include among others, circulation of minutes, drawings, claims etc. TPT Document Controller shall work with the *Contractor's* Document Controller (*if available*).

12.3 Environmental Constraints and Management

The *Contractor* shall ensure that the execution of the Works complies with all the environmental standards and regulations. The TPT Environmental Manager shall work closely with the project team and the *Contractor* to ensure that all environmental standards and regulations are well understood by everybody.

12.4 Training Workshops and Technology Transfer

The *Contractor* shall issue a training pack (in hard and soft copy) along with the hand-over pack on how to operate the system. Training shall be done at suitable times and the *Contractor* shall make provision for multiple sessions to accommodate all shifts. Training will be required on-site and should ensure that personnel who will be involved in the operation have a good knowledge and understanding of the procedures and requirements.

12.5 Plant and Materials

12.5.1 The Contractor replaces any Plant and Materials subject to breakages (whether in the working areas or not) or any plant and materials not conforming to standards or specifications stated and notifies the Project Manager on each occasion where replacement is required.

12.5.2 The Contractor shall supply training and maintenance schedules in the data books submitted. These schedules will be added to SAP to ensure that effective maintenance is performed. This will entail monthly inspection and planned maintenance repairs when needed.

12.5.3 The Bill of Material (BOM) where applicable, spares list and training material must be included in the project data-pack.

12.5.4 All Plant must be securely mounted on the equipment such that vibration and movement will not dislodge any components.

12.5.5 All rotating components shall be statically balanced before fitting. High speed rotating components shall also be dynamically balanced.

12.5.6 All fatigue sensitive welds on manufactured components shall be post-weld treated by local burr grinding and shot preening afterwards.

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12.5.7 All plant component install shall withstand the corrosive conditions of the terminal.

12.6 Close-Out

As part of project close-out after commissioning, the *Contractor* is required to must submit the following documents (both hard and electronic copies) among others:

- a) As-Built Drawings (schematics)
- b) Operating, Maintenance and Training Manuals
- c) As-Commissioned Settings
- d) Health and Safety File
- e) Quality Control Plans
- f) Take Over Certificate
- g) Risk Assessment
- h) Register of documents to be kept on-site with instruction details of the required administrative tasks.
- i) Certificate of Compliance for Electrical Work.
- j) Certificate of Compliance for structural Work.
- k) Certificate of Compliance for hardware and software Work.

14 Annexures

List of Annexures

Annexure A:	Corrosion Protection (EEAM-Q-008)
Annexure B:	Quality Management Specification for Supplier/Construction (EEAM-Q-009)
Annexure C:	General Electrical Equipment (EEAM-Q-012)
Annexure D:	Commissioning and Handover Specification for Supplier/Construction (EEAM-Q-013)
Annexure E:	General Requirements and Conditions (EEAM-Q-016)
Annexure F:	Tests on Electrical Equipment (EEAM-Q-020)
Annexure G:	Electronic Equipment (EEAM-Q-021)
Annexure H:	<i>Contractor</i> Health and Safety Specification Guidelines: TRN-IMS-GRP-GDL-014.3

PART 4: SITE INFORMATION

Core clause 11.2(16) states

"Site Information is information which

- describes the Site and its surroundings and
- is in the documents which the Contract Data states it is in."

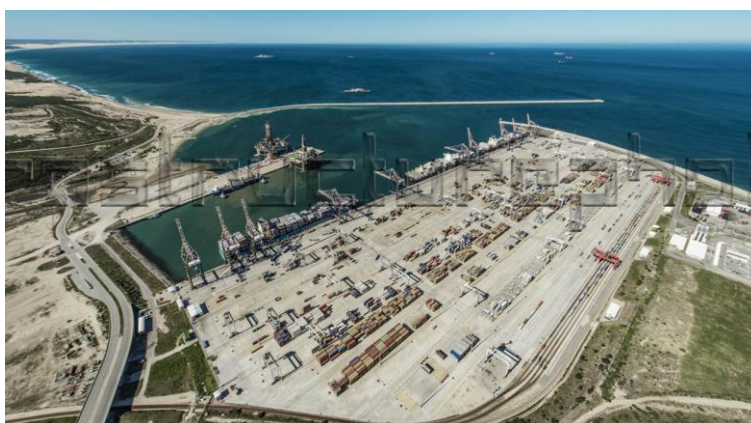
In Contract Data, reference has been made to this Part 4 of the contract for the location of Site Information.

1. Description of the Site and its surroundings

1.1. General description

Ngqura Container Terminal (NCT) is a state-of-the-art container handling facility situated in the Port of Ngqura. The terminal operates with four linear berths and is a container handling facility that is directly involved in the logistical handling of containerised cargo including temporary storage.

Ngqura Container Terminal (NCT) is part of The Port of Ngqura, which situated approximately 20 kilometres North-North East of Port Elizabeth. The Port of Ngqura is in Algoa Bay and is situated at the mouth of Ngqura River. The Port of Ngqura is a deep-water port with water depths between 16m and 18m, operating four berths (from D100 to D103), has a total land area of 1,254ha and has a total quay length of 1320 meters. The Port of Ngqura is situated adjacent to the Coega Industrial Development Zone (IDZ), on the Eastern seaboard of South Africa.



The server room is situated at administration building outside the terminal environment in 1st floor and outside the glass door, which will not impact the staff working inside the 1st floor. We have eight (8) cameras that connected on the cranes for operational purpose that pulling through to the control room. Other cameras are situated outside the terminal which will not impact the operation.

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1.2. Existing buildings, structures, and plant & machinery on the Site

Not applicable

1.3. Subsoil information

Not applicable

1.4. Hidden services

Not applicable

1.5. Other reports and publicly available information

Not applicable