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City of Joburg Property Company SOC Ltd.

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Forum 2
Braam Park
33 Hoofd Street
Braamfontein
2017

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2017

Tel +27(0) 10 219 9000
Fax +27(0) 10 219 9400
www.jhbproperty.co.za

29 May 2016

**MESSRS VENUS SECURITY SOLUTIONS
BUILDING NO. 5,13 ESDORING STREET
CENTRAL PARK, HIGHVELD
CENTURION
0157**

Your Ref:
Our Ref: Venus

ATTENTION: HENDRICK PETER KEKENA

Telephone Number: 012 665 3719
E-mail: kekanah@venussecurity.co.za

BY HAND

**POP 43: 2015 -PANEL OF PROFESSIONALS FOR ELECTRONIC SECURITY ON BEHALF OF
THE CITY OF JOBURG PROPERTY COMPANY (SOC) LTD**

Dear Sir

City of Joburg Property Company (SOC) Limited ("JPC"), acting on behalf of the City of Johannesburg ("COJ"), have pleasure in confirming your appointment for inclusion in the panel of professionals for electronic security on behalf of the City of Joburg Property Company SOC Limited (JPC) on an as and when required contract basis.

1. GENERAL CONDITIONS OF APPOINTMENT

This award is made in terms of JPC's standard general conditions of appointment. All previous correspondence, which has taken place between the two parties in connection with this award, shall be deemed to be of no force and effect and to be replaced by this appointment letter.

The award is subject to the City of Joburg Property Company SOC Limited (JPC) and yourselves entering into an appropriate service level agreement which will be formulated in due course.



Non-Executive Directors: A. Mabizela (Chairperson), N. Rau, Prof A Nevhutanda,
T Hickman, J Mabaso, D Ntombela, P Msweli, M Rabodila, M Morojele.
Executive Directors: Helen Botes (Managing Director),
Imraan Bhamjee (Financial Director).
Company Secretary: V. Morgan
City of Joburg Property Company SOC Ltd.
Registered Office: 1st Floor, Forum 2, Braamfontein, Johannesburg, 2017

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2. The scope of work is as stated below:

2.1 Supply, installation and maintenance of electronic security equipment

2.1.1 Intruder Alarm Systems

The following components are envisaged:

- Control panel
- Magnetic contacts on all external doors of the facilities (including emergency exit doors.
- Sirens
- Passive infra-red motion detectors
- Fixed and mobile panic buttons.
- The intruder alarm system must be zoned separately at different places to ensure that the different sections can be separately activated /deactivated at their different places.
- Motion detection must be installed on prominent place such as exit doors, windows and passages.
- Where possible the intruder alarm must be integrated with the CCTV camera systems linked to a DVR with remote reporting to Control Room.

2.1.2 Electronic Access Card Reader System

The following components/ features in the access control system are envisaged

- Multidiscipline access card readers
- Magnetic door closer
- Controllers
- Proximity/mifare cards
- User friendly software
- Anti-pass back control
- Time and attendance reports
- Movement restriction
- Door access groups
- Alarm trigger
- Networkable



JOBURG
PROPERTY COMPANY

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City of Joburg Property Company SOC Ltd.
Registered in South Africa (Pretoria) 2017/01/01

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2.1.5 Searching Equipment

The following searching equipment are envisaged:

- Walkthrough metal detectors
- X-ray machines
- Handheld scanners

2.1.6 Perimeter Access Control Equipment

The following perimeter access control components are envisaged:

- Boom gates
- Turnstiles
- Electric fencing

Other related items and services may be requested from time to time which does not appear on the list.

3. TIME FRAMES

The award is effective for a period of three (03) years commencing from **01 June 2016 until 31 May 2019**, subject to certain terms and conditions which will be communicated to you in due course. Notice will be given thirty (30) days before termination of the contract. On termination by effluxion of time or otherwise the Service Provider will hand over all work in progress to JPC and will have no claim for cost other than stipulated in the Service Level agreement.

4. PAYMENTS TO THE SERVICE PROVIDER

Kindly be advised that you will be invited on an as and when required basis to submit quotations. The pricing structure will be based on prices negotiated and agreed upon by the parties and stipulated in full in the service level agreement.

5. PAYMENTS

5.1 Payments shall be effected to the Service Provider against invoice within 30 days (Thirty) after invoice and statements.



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5.2 The tax invoice shall contain at least the following information:

- Contract Number
- Contract Description
- Vat Number
- Contract address where the services were rendered

5.3 Invoices must be submitted to:

City of Joburg Property Company (Pty) Ltd
P O Box 31565
Braamfontein
2017

JPC will not be liable for any additional costs incurred by the Service Provider through whatever cause, unless JPC has specifically instructed by the Service Provider to incur such costs due to a substantial and material change to the services rendered which has been caused by an act of omission on JPC' part.

GENERAL CONDITIONS OF APPOINTMENT

1. **Appointment in Force and Authorized Signatories:** This appointment is considered to have come into force immediately after all the necessary signatures have been appended.
2. **Independent Contractor:** The consultant is appointed as an independent contractor and no contract of agency and/or employment is created. Save as may be expressly authorized by JPC from time to time in writing, the consultant shall not hold itself out to be the agent of JPC and/or commit JPC to any contract or obligation of whatever nature.
3. **Alterations:** Should circumstances arise which call for modifications of the appointment, these may be made by mutual consent given in writing. Proposals in this respect from one party shall be given due consideration by the other party.
4. **Assignment:** The Consultant shall not without the prior written consent of JPC, cede or assign any of the benefits and obligations under this appointment.
5. **Sub-Contracts:** Any sub-contracts or modifications or termination thereof relating to the performance of the services by the Consultant shall be made only with the prior written consent of JPC.
6. **Compliance with Laws, By-laws and Ordinance:** The consultant shall comply strictly with every applicable law, by-law and ordinance including every regulation, code of conduct or other directive to which the consultant may be subject in its professional capacity. In this regard, the consultant's particular attention is drawn to the requirements of the Occupational Health and Safety Act (OHSA) and its regulations as well as to the Financial Intelligence Centre Act (FICA).
7. **Insurance:** The consultant shall at its own cost and expense maintain professional indemnity insurance and public liability insurance with an insurer approved of by JPC in an amount and for duration as specified in the letter of appointment to which these general conditions of appointment relate.
8. **Postponement and Termination:** JPC may give written notice to the Consultant at any time of its intention to abandon the services, in whole or in part, or to terminate this appointment. The effective



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Registration Number: 2015/0000000-0

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- termination date of this appointment shall not be less than fourteen (14) days after receipt of such notice, or such other shorter or longer periods as may be agreed between the parties. Upon receipt of such notice, the Consultant shall take immediate steps to bring the services to a close and to reduce expenditure to a minimum. Upon termination of the appointment the consultant shall deliver to JPC the originals of all documents in the possession of the consultant relating to and/or in connection with the appointment in both hard copy and (insofar applicable) electronic format.
9. **Force Majeure:** The Consultant shall promptly notify JPC, in writing, of any situation or event arising from circumstances beyond its control and which he could not reasonably foresee, which makes it impossible for the Consultant to carry out in whole or in part, his obligations under this appointment. Upon the occurrence of such a situation or event, the services shall be deemed to be postponed for a period of time equal to the delay caused by the Force Majeure and a reasonable period not exceeding two weeks.
10. **Claims for Default:** Any claims for damages arising out of default and termination, shall be agreed between JPC and the Consultant, or failing agreement, shall be referred to arbitration in accordance with clause 20.
11. **Rights and Liabilities of Parties:** Termination of this appointment for whatever reason shall not prejudice or affect the accrued rights or claims and liabilities of either party to this appointment.
12. **Confidentiality:** The consultant shall maintain all information relating to the appointment in the strictest confidence.
13. **Indemnity:** The consultant indemnifies JPC and holds JPC harmless against any loss or damage that may be suffered by JPC (including and without limiting the generality of the foregoing any claim that may be brought or threatened against JPC by any third party) arising from or by reason of the failure by the consultant to comply with its obligation in terms hereof.
14. **Skill, Care and Diligence:** The Consultant shall exercise all reasonable skill, care and diligence in the performance of the services under the appointment and shall carry out all his responsibilities in accordance with recognised professional standards. If any documentation prepared or submitted by the consultant to JPC is approved by JPC such approval shall not limit the professional liability of the consultant in respect thereof. The consultant shall remain professionally liable in respect of such documentation notwithstanding the approval thereof by JPC.
15. **Faithful Advisor:** The Consultant shall, in all professional matters, act as a faithful advisor to JPC and, in so far as his duties are discretionary, act fairly as between JPC and third parties.
16. **Indirect Payments:** The remuneration of the Consultant charged to JPC, shall constitute his only remuneration in connection with the appointment and neither he nor his personnel shall accept any trade commission, discount, allowance or indirect payment or other consideration with or in relation to the appointment or to the discharge of his obligations thereunder.
17. **Royalties:** The Consultant shall not have the benefit, whether directly or indirectly, of any royalty on or of any gratuity or commission in respect of any patented article or process used on or for the purposes of the appointment, unless it is agreed to by JPC in writing that he may.
18. **Ownership of Equipment, Materials, Supplies and Facilities:** Equipment, materials, supplies and facilities furnished to the Consultant by JPC or purchased by the Consultant with funds wholly supplied or reimbursed by JPC shall be the property of JPC and shall be so marked. Upon completion or termination of the services under this appointment, the Consultant shall furnish to JPC, inventories of



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- the equipment and materials referred to above as it then remains and dispose of same as directed by JPC
19. **Copyright:** All copyright in and to all documents, plans, designs and other material of whatever nature prepared or produced by the consultant in the course and scope of its appointment shall be and remain vested in JPC for which purpose the consultant cedes to JPC all such copyright.
20. **Settlement of Disputes:**
- a. Any dispute or difference arising out of this appointment, including those considered as such by only one of the parties, shall be finally settled by Arbitration.
 - b. Such arbitration shall be conducted in accordance with the provisions of the Arbitration Act (Act No. 42 of 1965, as amended from time to time), provided that:
 - i. The arbitration proceedings shall take place at Johannesburg.
 - ii. It shall not be compulsory to strictly apply the requirements of the law of procedure or procedure of the usual rules of evidence.
 - iii. The arbitrator shall be a practicing senior advocate as appointed by the chairman of the Johannesburg Bar Council.
 - iv. The arbitrator shall be entitled to call for the evidence of specialists as required by the nature of the dispute.
 - v. The decision of the arbitrator shall be final and binding on both parties and may be made an order of a competent court.
 - c. Unless otherwise requested by JPC, the implementation of the project shall, despite the submissions of a dispute to arbitration, in no manner be suspended or in any way delayed by the consultant.

Please signify your acceptance of appointment by signing the endorsement at the foot of this letter and returning same to us.

Signed for and on behalf of City of Joburg Property Company SOC Ltd.

Supply Chain Management Unit

Name: Fitzgerald Ramaboea

Title: Senior Supply Chain Manager

Signature: _____

Date: _____



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Property Management Unit

Name: Sthembiso Mntungwa

Title: Executive Manager

Signature: _____

Date: 29/05/2016

Finance

Name: Imraan Bhamjee

Title: CFO

Signature: _____

Date: 29/05/2016

Signature on behalf of Venus Security Solutions

Name: HP Kekana

Capacity: CEO

Signature: _____

Date: 23 June 2016



Non-Executive Directors: A. Mabizela (Chairperson), N. Rau, Prof A Nevhutanda, T Hickman, J Mabaso, D Ntombela, P Msweli, M Rabodila, M Morojele.
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Registered in the Republic of South Africa

VENUS SECURITY SOLUTIONS (PTY) LTD

Code	Description	Qty	UNIT Price	Amount Exc. Vat	Tax %	Tax Amount	Amount Inc. Vat
ELECTRONIC EQUIPMENT PRICING GUIDE							
<u>Intruder Alarm System</u>							
CP76	Control panel - DSC Power 864 PC1864NK 8 zones expandable to 64 Zones	1	3 313.47	3 313.47	14%	463.89	3 777.36
MC08	Magnetic contacts on all external doors of the facilities (incl emergency exit doors) - Magnetci Contact white	1	15.13	15.13	14%	2.12	17.25
SD27	Sirens - 30W	1	274.00	274.00	14%	38.36	312.36
BD42-8	Passives infra-red motion detectors - PIR crow swan digital quad 18m	1	272.34	272.34	14%	38.13	310.47
FPB-001	25kg pet friendly	1	423.64	423.64	14%	59.31	482.95
INFRA RED	Fixed and mobile panic buttons	1	121.04	121.04	14%	16.95	137.99
TSLO01	Infra Red	1	847.28	847.28	14%	118.62	965.90
BD124	Intruder alarm system must be zone separately	1	1 603.78	1 603.78	14%	224.53	1 828.31
TSLO02	Motion detection/Sensors - Beam SP 100m Dual IR Set	1	529.55	529.55	14%	74.14	603.69
CB25	Intruder system must be integrated with cctv camera system linked to dvr with remote reporting to control room	1	423.64	423.64	14%	59.31	482.95
	Cabling / wires - 8 Core Comms Cable 100m						
<u>Electronic Access Card Reader System</u>							
72MDR900-5-0-GB	Multidispine Access card readers - MDR with pigtail	1	1 966.90	1 966.90	14%	275.37	2 242.27
DC-25-45KG	Magnetic door closers - 25-45kg	1	599.15	599.15	14%	83.88	683.03
72XEC900-0-0-GB	Contollers - IXP400i Ethernet Controller in aluminium housing with built in 6vdc 3ah backup battery- communicates using either true 10/100mbps tcp/ip or rs485	1	9 304.95	9 304.95	14%	1 302.69	10 607.64
MIFARE-1K	Proximity/mifare cards - Mifare 4K	1	31.02	31.02	14%	4.34	35.36
72INS944	User friendly Software - Impronet access software- 125khz tags + 13.56mhz modules include access,graphics design and runtime, card printing,quick tag,visitor tag,transaction viewer and basic alarms client	1	8 319.99	8 319.99	14%	1 164.80	9 484.79
	Anti-pass back control	1	529.55	529.55	14%	74.14	603.69
	Alarm trigger (Setup)	1	378.25	378.25	14%	52.96	431.21
	Networkable (1	226.95	226.95	14%	31.77	258.72
691201-02-JSE01-01	Biometric readers - Morpho Access J Series BIO 500users 2 templates	1	8 956.96	8 956.96	14%	1 253.97	10 210.93
<u>CCTV Cameras</u>							
DS-2CD2122FWD-I	IP Fixed dome cameras indoor type day night high resolution cameras	1	4 166.80	4 166.80	14%	583.35	4 750.15
DS-2DF8236I-AEL	Hikvision 2-MP Outdoor WDR Infra-red Network Dome Camera. HD real-time video / 1080p, D/N, Vandal-proof, Lens: 4mm, Built-in Micro SD card slot, H.264 / MJPEG, DC12V & PoE, 3D DNR, BLC, 3-Axis adjustment, IR range: up to 30M, H.264+ Optimized Codec, IP66	1	34 420.75	34 420.75	14%	4 818.91	39 239.66
	IP PTZ Cameras						
	Hikvision 2-MP Ultra Low Light Smart Outdoor Network PZ Camera, 1/3" HD CMOS Sensor 200m IR Distance range, vandal proof	1	4 236.40	4 236.40	14%	593.10	4 829.50
MONITOR-23INCH	Monitor screens - LG 27Inch	1	11 120.55	11 120.55	14%	1 556.88	12 677.43
DS-7716NI-ST	NVR's - Hikvision 16CH NVR 7700 series	1	17 149.86	17 149.86	14%	2 400.98	19 550.84
10BE001YSA	Servers - Lenovo M83 Think centre Desktop Tower, 4gb ram 1tb hdd,dvdrw, win8.1P +7P 64bit	1	680.85	680.85	14%	95.32	776.17
CB69-2	Cat5 or higher cable - Cat5E UTP BC Solid Cable 100m	1	11 521.50	11 521.50	14%	1 613.01	13 134.51
NET-TL-SG2424P	Network hub - TP Link 24Port POE GBIT smart Switch	1	529.55	529.55	14%	74.14	603.69
CC51-1	Receivers - 1Channel Active Receiver	1	78.68	78.68	14%	11.02	89.70
CC50-1	Baulins - 1Channel Passive video baluns	1	806.43	806.43	14%	112.90	919.33
PS-49-1	Power supply with battery back up 3amp	1	6.81	6.81	14%	0.95	7.76
CB69-2	Cat5 cable per metre	1	21 387.77	21 387.77	14%	2 994.29	24 382.06
DS-1100KI	PTZ Controllers						
	Hikvision LCD Touch Panel Network Keyboard. Live view and playback of video on screen at up to 1080p resolution.	1	1 588.65	1 588.65	14%	222.41	1 811.06
WD-2TB HDD	External storage device (external hard drives)	1	4 614.65	4 614.65	14%	646.05	5 260.70
UPS-2KVA	UPS unit - Uninterrupted Power Supply 2kva						
<u>Video Intercom</u>							
CC06	Voice and face recognition screen - Coommax 4.3" open voice colour video intercom	1	5 340.89	5 340.89	14%	747.72	6 088.61
SW165	Push buttons and control panel buttons - Securipod exit sensor	1	484.16	484.16	14%	67.78	551.94
CB55-1	Cabling/Wires - Ripcord White Cable 100m	1	726.24	726.24	14%	101.67	827.91
<u>Searching Equipment</u>							
POPULAR-2100	Walkthrough metal detectors - Popular 2100 Metal detector	1	73 380.50	73 380.50	14%	10 273.27	83 653.77
HI-SCAN6040	X-Ray Machine	1	983 424.28	983 424.28	14%	137 679.40	1 121 103.68
HANDHELD-PROBE	Handheld Scanners - Probe Detector incl chargeable battery and charger	1	5 225.90	5 225.90	14%	731.63	5 957.53
<u>Perimetre Access Control Equipment</u>							
4M-BOOMGATE	Boomgates - 4M Genius autolock access barrier housing c/w combo logic and octo boom arm	1	26 308.04	26 308.04	14%	3 683.13	29 991.17
TWISTER-3ARM	Turnstiles - Twister slim line 3-arm waist height turnstile c/w contol logic 12v and 24v power supply for battery back up	1	43 710.57	43 710.57	14%	6 119.48	49 830.05
ELECTRIC FENCE	Electric fence Clear view fence 2.4 high security galvanised - per meter	1	1 573.52	1 573.52	14%	220.29	1 793.81
B	Labour to repair Electronic equipment (Call out + 1 hr Labour)	1	1 437.35	1 437.35	14%	201.23	1 638.58
C	Labour to maintain Electronic equipment (Call out + 1 hr Labour)	1	832.15	832.15	14%	116.50	948.65
D	Labour to install new Electronic equipment (Installation Cost per hr)	1	529.55	529.55	14%	74.14	603.69
E	Travel and Call out fee	1	877.54	877.54	14%	122.86	1 000.40