



**NEWCASTLE MUNICIPALITY**

**COMMUNITY SERVICES – COMMUNITY SAFETY**

**BID NUMBER: A044 – 2024/25**

**SPECIFICATIONS  
FOR**

**REPAIRS AND MAINTENANCE OF THE EXISTING ELECTRONIC BIO-MENTRIC FINGERPRINT ACCESS CONTROL SYSTEM AND CCTV SURVEILLANCE SYSTEMS INSTALLED WITHIN THE NEWCASTLE CIVIC CENTRE INCLUSIVE OF OTHER MUNICIPAL BUILDINGS "ON AS AND WHEN THE NEED ARISE BASIS"**

**SUBMISSION OF BID DOCUMENT DEADLINE**

Date: 17 September 2025

Time: 12h00

Venue: Municipal Civic Centre Offices (Rates Hall), 37 Murchison Street, Tower Block Building -1<sup>st</sup> Floor,  
Newcastle, 2940

|                                   |  |
|-----------------------------------|--|
| <b>Name of Bidder</b>             |  |
| <b>CSD Master Registration No</b> |  |
| <b>Physical Address</b>           |  |
|                                   |  |
|                                   |  |
| <b>Contact Person(s)</b>          |  |
| <b>Phone Number(s)</b>            |  |
| <b>E-Mail Address</b>             |  |

Sealed bid document must be deposited in the Tender Box provided at the Municipal Civic Centre (Rates hall), 37 Murchison Street, Newcastle by no later than **12h00** on **17 September 2025** where bids will be opened in public. Please be advised that the name, address and contact details should be written at the back of the envelope.

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## **PART A – ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY**



## **2. BID NOTICE & INVITATION TO BID**

**BID NO.: A044 – 2024/25**

### **Repairs and Maintenance of the existing Electronic Bio – metric fingerprint Access Control and CCTV Surveillance System installed within the Newcastle Civic Centre including other Municipal Buildings “On As and When the Need Arise Basis”**

The Newcastle Municipality seeks to appoint the suitably qualifying service provider for Provision of Maintenance Services on the existing Electronic Bio – metric fingerprint Access Control and CCTV Surveillance System installed within the Newcastle Civic Centre inclusive of other buildings.

Bid documents are obtainable from 14 August 2025 at the office of the Strategic Executive Director: Budget and Treasury Office, Municipal Civic Centre Tower Block – Office B218 2<sup>nd</sup> Floor, 37 Murchison Street, Newcastle, 2940 during office hours between 08h00 to 15h00 upon a payment of a **non-refundable document fee of R 300.00**. Alternatively, the document may be downloaded free of charge from the National Treasury website ([www.etenders.gov.za](http://www.etenders.gov.za)) or Municipal website ([www.newcastle.gov.za](http://www.newcastle.gov.za)).

**Banking Details** - Banking Details - The Newcastle Municipality, ABSA - account no.: 411 0354 947, branch code: 632 005 (the proof of payment must reflect the bid number and bidder's name as reference).

**Procurement enquiries:** Mr S Vilakazi  
**Procurement enquiries:** Mrs D. Marais

**Telephone no.:** 034 328 7818  
**Telephone no.:** 034 328 7769

**AND**

**Technical enquiries:** Mr P. Maraisg

**Telephone no.:** 034 328 4707

Bids will be adjudicated in terms of the Preferential Procurement Regulations, 2022 pertaining to Preferential Procurement Policy Framework Act, 5/2000 and other applicable legislations and will be based on **80/20 points scoring system**. Preference points will be awarded to service providers based on Reconstruction and Development Programme - Government Gazette: 16085 (1994) initiatives.

**The bids will be valid for a period of one hundred and eighty (180) days from bid closing date.**

The Council reserves the right to accept all, some, or none of the bids submitted, either wholly or in part and it is not obliged to accept the lowest bid.

**A compulsory Tender Briefing Meeting will be held at 10h00am on Friday, 29 August 2025, in the B 201 Boardroom. 2<sup>nd</sup> Floor, Tower Block Building, Municipal Civic Centre Offices. 37 Murchison Street. Newcastle.**

Completed bid documents complying with the conditions of bid must be sealed and endorsed “**Bid no.: A044 - 2024/25: Repairs and Maintenance of the existing Electronic Bio – metric fingerprint Access Control and CCTV Surveillance System installed within the Newcastle Civic Centre including other Municipal Buildings “On As and When the Need Arise Basis”**” bearing the name and address of the bidder at the back of the envelope to be deposited in the official bid box provided in the foyer of Newcastle Municipality – Municipal Civic Offices (Rates Hall), 37 Murchison Street, 1st floor, Newcastle by no later than **12:00 on Wednesday, 17 September 2025** where bids will be opened in public. Late bids or bids received by way of facsimile or e-Mail will under no circumstances be considered.

### **Functional Evaluation**

Only bids that comply with all administrative requirements (Acceptable Bids) will be considered during the functionality evaluation phase and the allocation of points will be based on functional criteria as indicated in the Terms of Reference.

Minimum functional requirement score: Potential service providers that submitted acceptable bids (compliance with administrative requirements) and that score at least **70%** on functionality will qualify for further evaluation in terms of Price and Preference Goals. The evaluation and adjudication of tender offers received will be conducted in compliance with MBD 6.1.

**Only prospective suppliers who are registered on the National Treasury Supplier database are legible to bid. To register on the CSD log onto [www.csd.gov.za](http://www.csd.gov.za)**

**Mr Z.W. Mcineka  
Municipal Manager  
Newcastle Municipality  
Municipal Civic Centre  
37 Hardwick Street  
Private Bag X6621  
Newcastle  
2940**

**MBD 1: INVITATION TO BID**

**PART A**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NEWCASTLE MUNICIPALITY**

|                                                                                            |                                                                                                                                                                                                                                               |              |                   |              |       |
|--------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------------|--------------|-------|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NEWCASTLE MCDONOR PLAN:              |                                                                                                                                                                                                                                               |              |                   |              |       |
| Bid Number                                                                                 | A044 – 2024/25                                                                                                                                                                                                                                | Closing Date | 17 September 2025 | Closing Time | 12h00 |
| Description                                                                                | Repairs and Maintenance of the existing Electronic Bio – metric fingerprint Access Control and CCTV Surveillance System installed within the Newcastle Civic Centre including other Municipal Buildings "On As and When the Need Arise Basis" |              |                   |              |       |
| THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7). |                                                                                                                                                                                                                                               |              |                   |              |       |

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT

**FIRST (1<sup>st</sup>) FLOOR OF THE NEWCASTLE MUNICIPALITY  
MUNICIPAL CIVIC CENTRE OFFICES (RATES HALL)  
37 MURCHISON STREET  
NEWCASTLE  
2940**

**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                       |                 |                            |        |         |             |
| Tax Compliance Status                         | TCS PIN:        |                            | OR     | CSD No: |             |
| <b>Preferential points (80/20) or (90/10)</b> | Price = 80 / 90 | Preferent points = 20 / 10 |        |         | Total = 100 |

| <b>Specific Contract Participation Goals</b>                                                       | <b>20</b> | <b>10</b> | <b>Tick for claim</b> |
|----------------------------------------------------------------------------------------------------|-----------|-----------|-----------------------|
| Black people (With no franchise in national elections before the 1983 and 1993 Constitution / HDI) | 8         | 4         |                       |
| Women / female (HDI)                                                                               | 4         | 1         |                       |
| People with disability (HDI)                                                                       | 2         | 1         |                       |
| Youth (HDI)                                                                                        | 2         | 2         |                       |
| Locality (within Amajuba district)                                                                 | 4         | 2         |                       |
| <b>TOTAL HDI SCORE</b>                                                                             | <b>20</b> | <b>10</b> |                       |
| <b>POINTS WILL BE ALLOCATED AS PER INFORMATION ON THE ATTACHED CSD REPORT.</b>                     |           |           |                       |

|                                                 |  |                         |
|-------------------------------------------------|--|-------------------------|
| <b>Total Number of Items Offered</b>            |  | <b>Total Bid Price:</b> |
| <b>Signature of Bidder</b>                      |  | <b>Date:</b>            |
| <b>Capacity under which this bid is signed:</b> |  |                         |

**ENQUIRIES MAY BE DIRECTED TO:**

| <b>Bidding Procedure Enquiries</b> |                                      | <b>Technical enquiries</b>     |
|------------------------------------|--------------------------------------|--------------------------------|
| Contact person                     | Mr Sabelo Zungu or Mrs Dalene Marais | Mr Pieter Marais               |
| Telephone number                   | 034 328 7818 or 7769                 | 034 328 4704                   |
| E-mail address                     | Sabelo.Vilakazi@newcastle.gov.za     | Pieter.Marais@newcastle.gov.za |
|                                    | Dalene.Marais@newcastle.gov.za       |                                |

## PART B

### Terms and Conditions for Bidding

#### 1. BID SUBMISSION:

- 1.1. Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.
- 1.2. **All bids must be submitted on the official forms provided–(not to be re-typed) or online**
- 1.3. This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022, the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract.

#### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 Bidders must ensure compliance with their tax obligations.
- 2.2 Bidders are required to submit their unique Personal Identification Number (Pin) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.
- 2.3 Application for the Tax Compliance Status (TCS) certificate or Pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the **website [www.sars.gov.za](http://www.sars.gov.za)**.
- 2.4 Foreign suppliers must complete the Pre-Award Questionnaire in part B:3.
- 2.5 Bidders may also submit a printed TCS certificate together with the bid.
- 2.6 In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / Pin / CSD number.
- 2.7 Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.

#### 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- |                                                                      |                                                          |
|----------------------------------------------------------------------|----------------------------------------------------------|
| 3.1. Is the entity a resident of the Republic of South Africa (RSA)? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3.2. Does the entity have a branch in the RSA?                       | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3.3. Does the entity have a permanent establishment in the RSA?      | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3.4. Does the entity have any source of income in the RSA?           | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3.5. Is the entity liable in the RSA for any form of taxation?       | <input type="checkbox"/> Yes <input type="checkbox"/> No |

**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 2.3 above.**

**NB: Failure to provide any of the above particulars may render the bid invalid.  
No bids will be considered from persons in the service of the state.**

**SIGNATURE OF BIDDER:** .....

**CAPACITY UNDER WHICH THIS BID IS SIGNED:** .....

**DATE:** .....

## **2. GENERAL BIDDING CONDITIONS**

### **1. General conditions of Contract**

- 1.1. This Bid is subject to the General Conditions of Contract (GCC) 2010 and, if applicable, any other Special Conditions of Contract. Whenever there is a conflict between the GCC and SCC, the provisions in the SCC shall prevail.

### **2. Pricing**

- 2.1. Rates and prices offered by the bidder must be written onto the pricing schedule or form of offer of this document by hand, completed in full and signed by the duly authorised signatory.
- 2.2. All prices shall be quoted in South African currency and be **INCLUSIVE of VAT**. Bid prices that do not include VAT shall not be considered.
- 2.3. Bid prices must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) which may be required for the execution of the bidder's obligations in terms of the Contract. Bid prices shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract, as well as overhead charges and profit (in the event that the bid is successful), unless otherwise specified.
- 2.4. All bid prices will be final and binding.
- 2.4.1. A bid will not be invalidated if the amount in words and the amount in figures do not correspond,
- 2.4.2. In case the amount in words shall be read out at the bid opening and shall be deemed to be the bid amount; therefore, where there is a discrepancy between the amount in figures and the amount in words, the amount in words shall apply.
- 2.5 Bidders must complete and sign the MBD 1 (in full) on page 07 above, to validate your offer which will be subject to validity period of 180 days and failure to comply as requested, will render your bid non-responsive.**

### **3. Forward Exchange Rate Cover**

- 3.1. In the event of price(s) based on the exchange rate, the successful bidder(s) will be required to obtain exchange rate cover in order to protect the Municipality against exchange rate variations.
- 3.2. The bidder must provide proof of forward exchange rate cover within 14 days after an order was placed.
- 3.3. If proof that forward exchange rate cover was taken out within 14 days after the order was placed but is not submitted to the Municipality along with the invoice, the contract price adjustment will not be accepted, and the contract may be cancelled.

### **4. Submission of Bids**

- 4.1. Sealed bids, with the **"Bid Number and Title"** clearly endorsed on the envelope and must be deposited in the bid box on or before the closing date and time of the bid.
- 4.2. The bid box is in Municipal Civic Offices, 37 Murchison Street, Rates Hall, 1<sup>st</sup> Floor, Newcastle.
- 4.3. All literature must be securely attached to the bid. The Council shall not be held liable for any loss or damages sustained due to the service provider's failure to comply with this condition.
- 4.4. If a courier service company is being used for delivery of the bid document, the bidder description must be endorsed on the delivery note/courier packaging and the courier must ensure that documents are placed / deposited into the bid box. The Newcastle Municipality will

not be held responsible for any bid document which is not timeously delivered, mislaid, or incorrectly delivered due to the negligence of the courier company or any other party involved in the delivery of the bid document.

Please note:

- Bids that are deposited in the incorrect box will not be considered.
- Mailed, telegraphic or faxed tenders will not be accepted.
- Documents may only be completed in **black ink pen**.
- The use of correction fluid/tape on the bid documents is not allowed. If there is an error, draw a line through it, initial next to it and make the correction directly above /below/next to it.
- All bids must be submitted in writing on the official forms supplied (not to be re-typed).

## **5. Opening, Recording and Publications of Bids Received**

- 5.1. Bids will be opened on the closing date immediately after the closing time specified in the bid documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.
- 5.2. Details of bids received in time will be recorded in a register which is open to public inspection.
- 5.3. Any bid received after the appointed time for the closing of bids **will not be considered** but shall be filed unopened with the other bids received, which bid(s) can be returned to the bidder at his request and cost.

## **6. Validity Period**

Bids shall remain valid for **one hundred and twenty (120) days** after the tender closure date.

## **7. Incorrect Information**

Where a contract has been awarded on the strength of the information furnished by the bidder which after the conclusion of the relevant agreement, is proven to have been incorrect, the municipality may, in addition to any other legal remedy it has or may have, recover from the contractor all costs, losses or damages incurred or sustained by the municipality as a result of the award of the contract.

## **8. Withdrawal of Bid during and After the SCM Process:**

- 8.1. When a bidder withdraws his/her bid during the SCM bidding process, it must be in writing, prior to the award of the bid, of which Newcastle holds the right to accept or reject with or without a claim for any damages.
- 8.2. When a bidder withdraws or cancels the contract after award of the bid to the particular winner of the bid, the awarded bidder will be held responsible for any damages or administrative expenses incurred prior to the award of the bid.

## **9. Invoices**

All invoices must be forwarded to the following address:

Newcastle Municipality  
Private Bag x6621  
Newcastle, 2940

### **9.1. Legal requirements for invoices**

9.1.1. Please ensure that your tax invoices comply with the requirements as stipulated by SARS (VAT Act No 89 of 1991), i.e.:

#### **9.1.1.1. Ordinary invoice (not VAT Registered)**

- a) The word „**INVOICE** “ in a prominent place
- b) Official invoice number and date of transaction
- c) Trade name, legal name, registration number (if any) and address of supplier
- d) The Official order number of Newcastle Municipality is compulsory – non-compliance – no payment
- e) The Municipality's name and postal address (Private Bag X6621, Newcastle, 2940)
- f) Accurate description of goods and / or services supplied / provided.
- g) Unit of measurement of goods or services supplied
- h) Price

**9.1.1.2. VAT/Tax invoice (VAT registered)**

- a) Word „**TAX INVOICE**’ in a prominent place
- b) Trade, legal name, and registration number (if any) of supplier
- c) Address and VAT number of supplier
- d) The official invoice number and date of invoice
- e) The Official order number of Newcastle Municipality is compulsory – non-compliance – no payment
- f) The Municipality's name and postal address (Private Bag X6621, Newcastle, 2940) and VAT registration number (4000791824)
- g) Accurate description of goods and / or services supplied / provided.
- h) Unit of measurement of goods or services supplied
- i) Price and VAT amount

**10. Payment Terms**

- 10.1. It is the policy of the Newcastle Municipality to pay all creditors by means of electronic bank transfers.
- 10.2. Creditors will be paid within 30 days after receipt of an invoice and statement for the month in question, detailing all invoices during that month and reflecting the total amount due by the Municipality. In exceptional circumstances, the Municipality may, at its discretion, deviate from the above.

**11. Poor Performance**

Where the supplier fails to render the services within the stipulated period, or should services rendered be deemed not to the satisfaction of the Newcastle Municipality, the tenderer will receive written notice of poor performance. Failure to address performance issues could result in the entire contract being reviewed or cancelled.

**12. Central Supplier Database**

No awards will be made to a tenderer who is not registered on the Central Supplier Database.

**13. Disbursements, Travel and Subsistence**

- 13.1. No bidder will be refunded any cost or disbursements incurred in respect of the project, save where the prior written approval of Newcastle Municipality has been obtained in respect of such expenditure.
- 13.2. Any authorized disbursements will be refunded at the reasonable and actual cost determined by Newcastle Municipality. Any expenditure incurred by the successful bidder in respect of authorized travel for the project will be refunded in accordance with the Newcastle Municipality travel policy as applicable from time to time. The rates payable for the use of private vehicles will be the prevailing rates quoted by the Automobile Association of South Africa.

- 13.3. All claims in respect of authorized disbursements (travel and subsistence costs) must be substantiated by documentary evidence such as receipts and logs of kilometres travelled.
- 13.4. All expenses incurred by the bidder for the proposal and presentations are the responsibility of the bidder and will not be reimbursed by Newcastle Municipality.

**14. Joint Venture Agreement or Consortiums**

Bidders intending to tender in the form of joint venture or consortium must submit the following documentation together with the bid: -

- 1) A valid Tax Compliance Status Verification Pins issued by SARS of all parties of the Joint Venture or Consortium, and
- 2) all parties of the Joint Venture or Consortium must submit signed copies of: -
  - a) The Declaration of Interest Form,
  - b) The Declaration of Bidder's Past Supply Chain Management Practices Form,
  - c) The Certificate of Independent Bid Determination Form, and
- 3) An undertaking duly signed by all parties of the Joint Venture or Consortium indicating their intention to enter into an agreement for the purposes of this contract, and
- 4) A consolidated valid and original or certified copy of their B-BBEE Status Level Verification Certificate.

Further to the above, the name of the Joint Venture or Consortium must appear on the relevant pages of the document. Failure to comply with these requirements shall lead to disqualification.

**15. Samples for Quality Control**

- 15.1 If the samples are required in terms of the specification, such samples shall be supplied by the service provider at his/her own cost.
- 15.2 All samples approved will be retained by the Newcastle Municipality as standards for the duration of the contract.

**16. Tax Compliance Pin**

- 16.1 The bidder must submit a valid Tax Compliance Pin with the bid. Bidders should note that their tax compliance status shall be verified through the Central Supplier Database and SARS.
- 16.2 Where a Tax Compliance Pin is not submitted with the bid, the Department shall use the Central Supplier Database to verify the tax matters of the bidder.

### **3. GENERAL CONDITIONS OF CONTRACT**

#### **1. Definitions**

The following terms shall be interpreted as indicated:

- 1.1 **"Closing time"** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 **"Contract"** means the written agreement entered into between the purchaser and the vendor, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 **"Contract price"** means the price payable to the Vendor under the contract for the full and proper performance of his contractual obligations.
- 1.4 **"Corrupt practice"** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 **"Country of origin"** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 **"Day"** means calendar day.
- 1.8 **"Delivery"** means delivery in compliance of the conditions of the contract or order.
- 1.9 **"Delivery ex stock"** means immediate delivery directly from stock actually on hand.
- 1.10 **"Delivery into consignees store or to his site"** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the vendor bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.11 **"Dumping"** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 **"Force majeure"** means an event beyond the control of the vendor and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

- 1.14 **“GCC”** means the General Conditions of Contract.
- 1.15 **“Goods”** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the vendor or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 **“Local content”** means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 **“Project site”** where applicable, means the place indicated in bidding documents.
- 1.21 **“Purchaser”** means the Institution purchasing the goods/works and/or service.
- 1.22 **“Republic”** means the Republic of South Africa.
- 1.23 **“SCC”** means the Special Conditions of Contract.
- 1.24 **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the vendor covered under the contract.
- 1.25 **“Written”** or **“in writing”** means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but **excluding immovable property**, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, Special Conditions of Contract are also laid down to cover specific vendors, services or works.
- 2.3 Where such Special Conditions of Contract are in conflict with these general conditions, the special conditions shall apply.

### **3. General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

### **4. Standards**

- 4.1 The goods/works and/or service supplied shall conform to the standards mentioned in the bidding documents and specifications.

### **5. Use of contract documents and information inspection**

- 5.1 The vendor shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the vendor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The vendor shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The vendor shall permit the purchaser to inspect the vendor's records relating to the performance of the vendor and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 5.5 The vendor shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

### **6. Patent Rights**

- 6.1 The vendor shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

### **7. Performance security**

- 7.1 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the vendor's failure to complete his obligations under the contract.
- 7.2 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- b) a cashier's or certified cheque.

7.3 The performance security will be discharged by the purchaser and returned to the vendor not later than thirty (30) days following the date of completion of the vendor's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

## **8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Institution or an organization acting on behalf of the Institution.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the vendor.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the vendor who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the vendor's cost and risk. Should the vendor fail to provide the substitute supplies forthwith, the purchaser may, without giving the vendor further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the vendor.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packing**

- 9.1 The vendor shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

- 10.1 Delivery of the goods shall be made by the vendor in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the vendor are specified in SCC.
- 10.2 Documents to be submitted by the vendor are specified in SCC.

## **11. Insurance**

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

## **12. Transportation**

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

## **13. Incidental Services**

- 13.1 The vendor may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the vendor of any warranty obligations under this contract;
  - e) training of the purchaser's personnel, at the vendor's plant and/or
  - f) on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the vendor for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the vendor for similar services.

#### **14. Spare parts**

- 14.1 Specified in SCC, the vendor may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the vendor:
- a) such spare parts as the purchaser may elect to purchase from the vendor, provided that this election shall not relieve the vendor of any warranty obligations under the contract; and
  - b) in the event of termination of production of the spare parts:
    - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### **15. Warranty**

- 15.1 The vendor warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The vendor further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the vendor, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the vendor in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the vendor shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the vendor, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the vendor's risk and expense and without prejudice to any other rights which the purchaser may have against the vendor under the contract.

#### **16. Payment**

- 16.1 The method and conditions of payment to be made to the vendor under this contract shall be specified in SCC.
- 16.2 The vendor shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the vendor.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

## **17. Prices**

- 17.1 Prices charged by the vendor for goods/works delivered and/or services performed under the contract shall not vary from the prices quoted by the vendor in this bid, with the exception of any price adjustments authorized in SCC or purchaser's request for bid validity extension, as the case may be.

## **18. Contract Amendments**

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

## **19. Assignment**

- 19.1 The vendor shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

## **20. Subcontractors**

- 20.1 The vendor shall notify the purchaser in writing of all subcontractors awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the vendor from any liability or obligation under the contract.

## **21. Delays in the vendor's performance**

- 21.1 Delivery of the goods/works and/or performance of services shall be made by the vendor in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the vendor or its subcontractor(s) should encounter conditions impeding timely delivery of the goods/works and/or performance of services, the vendor shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the vendor's notice, the purchaser shall evaluate the situation and may at his discretion extend the vendor's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have essential services executed if an emergency arises, the vendor's point of supply is not situated at or near the place the supplies are required or the vendor's supplies or goods are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the vendor in the performance of its delivery obligations shall render the vendor liable to the imposition of penalties, pursuant to

GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the vendor's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the vendor.

## **22. Penalties**

- 22.1 Subject to GCC Clause 25, if the vendor fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods/works and/or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

## **23. Termination for default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the vendor, may terminate this contract in whole or in part:
- a. if the vendor fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - b. if the vendor fails to perform any other obligation(s) under the contract; or
  - c. if the vendor, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods/works and/or services similar to those undelivered, and the vendor shall be liable to the purchaser for any excess costs for such similar goods/works and/or services. However, the vendor shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the vendor by prohibiting such vendor from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a vendor or any person associated with the vendor, the vendor will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the vendor fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the vendor.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which

enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- i. the name and address of the vendor and / or person restricted by the purchaser;
  - ii. the date of commencement of the restriction
  - iii. the period of restriction; and
  - iv. the reasons for the restriction.

These details will be loaded in the National Treasury's central database of vendors or persons prohibited from doing business with the public sector.

- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website

#### **24. Antidumping and countervailing duties and rights**

- 24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

#### **25. Force Majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the vendor shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract as a result of an event of Force Majeure.
- 25.2 If a force majeure situation arises, the Vendor shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Vendor shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## **26. Termination on insolvency**

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the vendor if the vendor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the vendor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

## **27. Settlement of Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the vendor in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the vendor may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- a. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - b. the purchaser shall pay the vendor any monies due the vendor.

## **28. Limitation of Liability**

- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the vendor shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the vendor to pay penalties and/or damages to the purchaser; and
  - (b) the aggregate liability of the vendor to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29. Governing language**

- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

## **30. Applicable law**

- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise Specified in SCC.

### **31. Notices**

- 31.1 Every written acceptance of a bid shall be posted to the vendor concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

### **32. Taxes and duties**

- 32.1 A foreign vendor shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local vendor shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the purchaser must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

### **33. National Industrial Participation Programme**

- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

### **34. Prohibition of restrictive practices**

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

#### 4. SPECIAL CONDITIONS OF CONTRACT

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the Newcastle Municipality on the terms and conditions and be in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and be incorporated into this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I/we agree that:
  - a) the offer herein shall remain binding upon me and open for acceptance by the Newcastle Municipality during the validity period indicated and calculated from the closing time of the bid;
  - b) this bid and its acceptance shall be subject to Supply Chain Management Regulations, the Municipal Finance Management Act, No. 56 of 2003, the Newcastle Municipality Supply Chain Management Policy and the General and Special Conditions of Contract, with which I/we am fully acquainted;
  - c) if I/we withdraw my bid within the period for which I/we have agreed that the bid shall remain open for acceptance or fail to fulfill the contract when called upon to do so, the Municipality may, without prejudice to its other rights, agree to the withdrawal of my bid or cancel the contract that may have been entered into between the Municipality and myself. I/we will then pay to the Municipality any additional expenses incurred by the Municipality having either to accept any less favorable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favorable bid. The Municipality shall have the right to recover such additional expenditure by set-off against monies which may be due to me under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for the due fulfillment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Municipality may sustain by reason of my default;
  - d) if my bid is accepted, the acceptance may be communicated to me by registered post, and that the South African Post Office Limited shall be treated as delivery agent to me;
  - e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my bid and I choose domicile citadel et executant in the Republic at (full physical address):  
.....  
.....

I/we furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of the bid: that the price(s), rate(s) and preference quoted cover all of the work / item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk.

3. I/we hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfillment of this contract.
4. I/we agree that any action arising from this contract may in all respects be instituted against

me and I/we hereby undertake to satisfy fully any sentence or judgment which may be pronounced against me as a result of such action.

5. Are you duly authorized to sign the bid? \*

☐ YES

☐ NO

6. I/we confirm that I/we have declared all and any interest that I or any persons related to my business has with regard to this bid or any related bids by completion of the Declaration of Interest Section.

7. Has the Declaration of Interest been duly completed and included with the bid forms?

\*☐ YES

☐ NO

\*Delete whichever is not applicable.

**8. CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT**

9.1 I/we, THE UNDERSIGNED, WHO WARRANT THAT I AM DULY AUTHORIZED TO DO SO ON BEHALF OF THE BIDDER, CERTIFY THAT THE INFORMATION SUPPLIED IN TERMS OF THIS DOCUMENT IS CORRECT AND TRUE, THAT THE SIGNATORY TO THIS DOCUMENT IS DULY AUTHORIZED AND ACKNOWLEDGE THAT:

9.2 The bidder will furnish documentary proof regarding any bidding issue to the satisfaction of the Municipality, if requested to do so.

9.3 If the information supplied is found to be incorrect and/or false then the Municipality, in addition to any remedies it may have, may:-

a) Recover from the contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract, and/or

b) Cancel the contract and claim any damages which the Municipality may suffer by having to make less favorable arrangements after such cancellation.

**BIDDER'S NAME** : \_\_\_\_\_

**BIDDER'S REPRESENTATIVE** : \_\_\_\_\_

**SIGNATURE** : \_\_\_\_\_

**DATE** : \_\_\_\_\_

**WITNESSES**

1. **Name** : \_\_\_\_\_ **Signature** : \_\_\_\_\_

**Date** : \_\_\_\_\_

2. **Name** : \_\_\_\_\_ **Signature** : \_\_\_\_\_

**Date** : \_\_\_\_\_

**NEWCASTLE MUNICIPALITY**

**CONTINUATION OF SPECIAL CONDITIONS OF CONTRACT**

**RULES IN RESPECT OF BID DOCUMENTS**

'Council' shall mean the Newcastle Municipality

'Committee' shall mean that Committee of the Council whose responsibility it is to consider tenders and advise Council on acceptance or otherwise.

'Municipal Manager' shall mean the Municipal Manager of the Local Council of Newcastle or such person appointed by Council to act in that capacity.

'Head of Department' shall mean the head of the Council department concerned with the particular tender or such person appointed by Council to act in that capacity.

**All bidders are hereby advised that in the event that the bid is accepted by the Council all conditions and stipulations set out this bid and in all forms, schedule and/or annexure hereto, will be the contract between the Bidder and the Municipality.**

1. Bidders must acquaint themselves fully on the Rules, General Conditions and Special Conditions of bid documents.
2. Failure on the part of the Bidder to sign this bid form and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications and proposals in all respects, may in the sole discretion of the Municipality invalidate the bid.
3. Failure to sign the **MBD 1 Form** will invalidate the bid, provided that it is the only acceptable bid received, Council may recommend it be considered as an offer after signature by the bidder.

Bidders shall ensure that they have been provided with all the documents and drawings. Bidders must advise the Department concerned immediately if there is any duplication or obscure typing or if there is any doubt as to the meaning of any words, clause, sentence, paragraph, drawing or any other particulars and have the matter rectified, otherwise it will be assumed correct and no liabilities whatsoever will be admitted in respect of errors in the bid due to the foregoing.

4. Bidders shall quote delivery periods for the products specified and shall supply all the information called for on the attached data schedules.
5. **GUARANTEE**  
Where applicable, Bidders shall provide at the time of bidding, details of the guarantee given with the products offered together with the period for which the guarantee is effective from date of delivery.
6. **No bid will be accepted unless made out on the forms provided.**
7. Bids received after 12:00 on the closing date of this bid will not be accepted.
8. After the bids have been opened, a bid may not be withdrawn by the person or firm submitting it except with the concurrence of the Council.

9. Council reserves the right to accept all or a portion only of any tender.
10. Should there be any difference between the prices or particulars contained in the official Form of bid and those contained in the covering letter from the bidder the prices and particulars contained in the official form of bid, in all circumstances, prevail.
11. If any of the conditions on this bid form are in conflict with any special conditions, stipulations or provisions incorporated in the bid, such special conditions, stipulations or provisions shall apply.
12. Bids must be submitted in sealed envelopes.
13. The bid number and title of the bid must appear on the front of the sealed envelope in which the bid is submitted.
14. The Municipality shall not be obliged to accept the lowest or any bid. It is important that only Bidders with the necessary experience, qualifications and technical ability to carry out the requirements of this bid submit bids in regard hereto. The Municipality will consider all prices and submissions made by the bidders. Should the Municipality require that a specific price and/or submission be reconsidered, it reserves the right to do so, subject to the Municipality requesting all Bidders to submit such a request or revision of the Bid Proposal.
15. The bidder undertakes that it will make itself and its members, officials and employees and agents aware of the appropriate legislation, regulations and by-laws of the Municipality that might have implications on the Bidder's activities in terms hereof.
16. Neither the Municipality nor any official of the Municipality will be held responsible for loss of a potential opportunity to bid due to the failure of the Bidder complying with any of the requirements of this bid.
17. The covering letter or other matter submitted with the official bid document may explain, amplify or illustrate, but not replace any part of the official bid document or the information furnished therein.
18. All data/information supplied by the Municipality will be received by the Bidder at his/her risk. It will be the responsibility of the Bidder to check and verify the accuracy of the data/information supplied by the Municipality. The Municipality will not be held responsible for any inaccurate or incomplete data/information.

19. **Two envelope system WILL NOT be applicable on this project.**

20. PAYMENT OF MUNICIPAL SERVICES

Proof must be produced, together with the bidding documents that the entity is not indebted to the Municipality or Municipal area in which they are staying, for a period of more than 90 days for services rendered / rate payable. Bidders residing on farms with no municipal services should submit a letter from their Induna / owner stating the above.

21. INVITATION TO BID

Bids shall be invited by the Municipal Manager in terms of the Supply Chain Management Policy of the Newcastle Municipality.

## **22. ACCEPTANCE OF BIDS**

After the opening of bids, the official designated by the Municipal Manager shall forward such tender to the Head of Department for whom such tenders have been invited. The Head of Department concerned will then consider the tenders and submit them to the appropriate Committee with the written comments of the Chief Financial Officer and with details of any irregularity or defect in connection with the bid documents or matters relating to the calling of bids together with the recommendation for consideration by the Committee.

## **23. BID DOCUMENTS**

- a. Where applicable all bid documents and drawings are to be returned at the time of bidding except that where an additional copy of the Schedule of Quantities is provided, a copy may be retained by the tender for his records.  
The original Schedule of Quantities must be forwarded to the Newcastle Municipality
- b. After awarding the bid, no documents will be returned to any unsuccessful bidder, but will be retained by the Municipal Manager.
- c. All bid documents must be completed in black ink and should any alteration, omission, erasure or addition be made, it will not be recognised unless authenticated with the initials of the bidder and those of the witnesses of his signature. Bidders may, however, qualify their bid by a letter accompanying the bid documents.
  - i. Any irregularity, incompleteness or obscurity in a bid renders it liable for rejection.
  - ii. Failure to sign the bid document will invalidate the bid , provided that if it is the only acceptable bid received, the Head of Department may recommend that it be considered as an offer after signature by the bidder.
  - iii. Bidders shall check that they have been provided with all the documents and drawings. Bidders must advise the Department concerned immediately if there is any duplication or obscure typing or if there is any doubt as to the meaning of any words, clause, sentence, paragraph, drawing or any other particulars and have the matter rectified, otherwise it will be taken for granted that there are no doubts or errors, and no liabilities whatsoever will be admitted in respect of errors in the tender due to the foregoing.

## **24. DEPOSITS**

- a. A sum as stated in the invitation to bid being a deposit for the supply of the bid documents. The bidder must obtain a receipt for the deposit amount from the office of the Chief Financial Officer prior to receiving the bid documents.
- b. A deposit in the sum stated in the bid documents is non-refundable.
- c. The Head of the Department concerned, in the event of receiving any deposits, shall forthwith hand to the Chief Financial Officer any deposits or security received.

## **25. LATE BIDS**

- a. Any bid received after the closing date and time advertised for the receipt of bids shall not be considered, provided that a late bid may be admitted by the Council when :
  - I. in the case of a bid submitted through the post, there is proof that the bid was posted in sufficient time to reach the Municipal Manager before the closing date and time advertised for the receipt of bid and the bidder has taken reasonable steps against ordinary delays and was in no way to blame for the late receipt of his bid;
  - II. in the case of a bid delivered by hand, there is proof that the bidder had taken reasonable steps against ordinary delays and was in no way to blame for the late delivery.

- b. The Council may accept a bid which is received late and has for that reason been disallowed in terms of the provisions of this rule, provided it was the only acceptable bid received.

**26. COMMUNICATION PROHIBITED**

- a. Except where clarification of a bid is necessary or whenever it is necessary to approach a bidder for an extension of the binding period of a bid, no communication, without written authority of the Council, shall take place between the bidder and any member or officer of Council on a question affecting any matter which is the subject of a bid between the closing date and time of a bid and the acceptance by Council of the bid. When clarification is required or an extension of time, this may be requested by a Council Officer on the authority of his Head of Department.
- b. In no case shall bids be returned or referred to bidders for amendment or completion in any respect without the written authority of the Council.

**27. COUNCIL NOT OBLIGED TO ACCEPT ANY BID**

Council does not bind itself to accept the lowest or any bid and where the bid documents allow for such cases, reserves the right to accept a portion only of any bid. Council will not compensate the bidder in the preparation and submission of his bid. Council reserves the right to purchase goods outside this contract if and when the need arise

**28. DEVIATION FROM CONTRACT**

Council reserves the right to deviate or procure goods or services outside of this contract when the need arises.

**29. ALTERNATIVES**

The bidder may submit alternatives which, in his/her opinion, are to the Council's advantage economically and technically.

**30. CONTRACT DURATION**

**The contract will be valid for a period of 12 months from the date of appointment.**

**31. POST AWARD PRODUCT COMPLIANCE PROCEDURES**

The following post award product compliance procedure will apply:

- i. In the case the equipment has been discontinued / replaced with a new model, the service provider(s) will be required to submit letters from the Manufacturer / Supplier stating the changes and the approval be obtained from the Accounting Officer prior to the executions of such changes.
- ii. Furthermore, service provider(s) are expected to disclose information on the following:
  - Financial Implications & Price Variances
  - Any potential risk
- iii. The new model should at least meet the minimum specification of the original model.
- iv. The delivery and installation of new equipment cannot be effected without the approval from the head of the department (Strategic Executive Director).

**32. DEMONSTRATIONS AND INSPECTIONS**

- i. All bidders must be prepared to demonstrate, where required, free of charge and obligation, at the Newcastle Municipality or any other area within the boundary of the Newcastle Municipality, any services offered in this bid.
- ii. Where officials are required to attend demonstrations or inspections outside the boundary of the Newcastle Area, all costs to attend such demonstration shall be borne by the bidder.

**33. PRICE ADJUSTMENT**

In the event of a total price increase exceeding the going inflation rate during the bid period, Council reserves the right to withdraw from the bid and call for fresh bids.

(Please see MBD 3.2 for price adjustment formula).

Prices for labour and materials submitted in the bid for the purpose of allowing for statutory increase must be ruling prices as at the date of bidding.

Should the Bidder wish to place the risk of rise or fall in certain items or factors of costs to the account of the Municipality, the Bidder shall state specifically under separate cover in respect of which items or factors he wishes to avoid the risk of rise or fall on what rate he has calculated the item or factor in his price offered.

It should be emphasized that price adjustments based on the Rate of Exchange (ROE) will be allowed only on the imported content of the commodity and it should only meet the provider's additional costs on the imported content. Price adjustments due to the fluctuation in the Rate of Exchange should indicate the dates and period of affect issued by the Reserve Bank of S.A. at 12:00 of the specified date.

Unless any item or factor is reserved in terms of this clause, the bid shall be considered to be a firm delivery price. (See MBD 3.2)

34. Where applicable, all redundant or unusable products, materials or equipment which are removed from site remains the property of the Municipality and shall be returned to the Municipality. The Service provider shall obtain a written acceptance of the goods unless the bid states otherwise.

**35. JOINT VENTURES OR CONSORTIUMS**

Respondents who would wish to respond to this bid as a Joint Venture [JV] or consortium with B-BBEE entities, must state their intention to do so in their bid submission. Such Respondents must also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If at the time of the bid submission such a JV or consortium agreement has not been concluded, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by Newcastle Municipality through this bid process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to Newcastle Municipality.

A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.

**NB: THE FOLLOWING CLAUSES HAVE BEEN REPEATED AS THESE WILL LEAD TO THE REJECTION OF THE BID**

- All bid documents must be completed in black ink pen and should any alteration, omission, erasure or addition be made, it will not be recognised, unless authenticated with the initials of the bidder and those of the witnesses of his signature.
- Failure to sign the bid document will invalidate (Invitation to Bid) the bid, provided that it is the only acceptable bid received, Council may recommend that it be considered as an offer after signature by the bidder.
- NO correction fluid/tape may be used.
- Bidders shall ensure that they have been provided with all the documents and drawings. Bidders must advise the Department concerned immediately if there is any duplication or obscure typing or if there is any doubt as to the meaning of any words, clause, sentence, paragraph, drawing or any other particulars and have the matter rectified, otherwise it will be assumed correct and no liabilities whatsoever will be admitted in respect of errors in the bid due to the foregoing.
- Bids received after the official closing date and time of this bid, will not be accepted.
- Proof must be produced, together with the bidding document that the entity is not indebted to the Municipality or municipal area in which they are staying, for a period of more than 90 days for services rendered / rates payable. Bidders residing on farms with no municipal services should submit a letter from their Induna/owner stating the above.
- **TAX COMPLIANCE STATUS**  
A valid Tax Compliance Status Pin or CSD Master Registration Number should be supplied on MBD 1 for verification.

NAME OF BIDDER .....

ADDRESS .....

TELEPHONE NUMBER .....

NAME OF THE OFFICIAL ..... POSITION.....

SIGNATURE ..... DATE.....

**WITNESSES**

NAME ..... NAME .....

SIGNATURE ..... SIGNATURE .....

ID NUMBER ..... ID NUMBER .....

**5. AUTHORITY OF SIGNATORY**

Indicate the status of the Bidder by ticking the appropriate box hereunder. The Bidder must complete the certificate set out below for the relevant category.

| <b>A<br/>COMPANY</b> | <b>B<br/>PARTNERSHIP</b> | <b>C<br/>JOINT VENTURE</b> | <b>D<br/>SOLE PROPRIETOR</b> | <b>E<br/>CLOSE CORPORATION</b> |
|----------------------|--------------------------|----------------------------|------------------------------|--------------------------------|
|                      |                          |                            |                              |                                |

**A. Certificate for Company**

I, ....., chairperson of the board of ....., hereby confirm that by resolution of the board (copy attached) taken on ..... 20.... ,

Mr/Ms.....acting in the capacity of ..... , was authorised to sign all documents in connection with this bid for **Bid no.: A044 – 2024/25** and any contract resulting from it on behalf of the company.

As witnesses:

1. .... Chairman: .....

2. .... Date: .....

**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 this bid for **Bid no.: A044 – 2024/25** and any contract resulting from it on our behalf.

| <b>Name</b> | <b>Address</b> | <b>Signature</b> | <b>Date</b> |
|-------------|----------------|------------------|-------------|
|             |                |                  |             |
|             |                |                  |             |
|             |                |                  |             |

**Note: This certificate is to be completed and signed by all key partners upon whom rests the direction of the affairs of the Partnership as a whole.**

### C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms ....., authorised signatory of the company ....., acting in the capacity of lead partner, to sign all documents in connection with this bid for **Bid no.: A044 – 2024/25** 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.

| Name of Firm  | Address | Authorising Name and Capacity | Authorising Signature |
|---------------|---------|-------------------------------|-----------------------|
| Lead Partner: |         |                               |                       |
|               |         |                               |                       |
|               |         |                               |                       |

**NOTE: A copy of the Joint Venture Agreement indicating clearly the percentage contribution of each partner to the Joint Venture, is to be submitted with the bid. A board resolution, authorising each signatory who signed above to do so, is to be submitted with the bid.**

### D. Certificate for Sole Proprietor

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

#### As witnesses:

1. .... Sole Owner: .....
2. .... Date: .....

### E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as .....  
 ....., hereby authorise Mr/Ms .....  
 acting in the capacity of ....., to sign all to sign all documents in connection with this bid for **Bid no.: A044 – 2024/25** and any contract resulting from it on our behalf.

| Name | Address | Signature | Date |
|------|---------|-----------|------|
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |

6. RECORD OF ADDENDA

|                                                                                                                                                                                                       |      |                  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------------------|
| We confirm that the following communications received from the employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer. |      |                  |
|                                                                                                                                                                                                       | Date | Title or Details |
| 1.                                                                                                                                                                                                    |      |                  |
| 2.                                                                                                                                                                                                    |      |                  |
| 3.                                                                                                                                                                                                    |      |                  |
| 4.                                                                                                                                                                                                    |      |                  |

Attach additional pages if more space is required.

***Failure to acknowledge any addendum released by Newcastle Municipality may result in your tender submission being declared non-responsive.***

|                |  |              |  |
|----------------|--|--------------|--|
| Name of Bidder |  |              |  |
| Signature      |  | Name (print) |  |
| Capacity       |  | Date         |  |

## 7. NOTICE OF COMPULSORY BRIEFING SESSION

A compulsory briefing session is **applicable**

A compulsory Tender Briefing Meeting will be held at 10h00am on Friday, 29 August 2025, in the B 201 Boardroom, 2<sup>nd</sup> Floor, Tower Block Building, Municipal Civic Centre Offices, 37 Murchison Street, Newcastle.

### Compulsory Briefing Session Certificate

It is hereby certified that I have attended the Compulsory Briefing Session and have satisfied myself of the conditions and circumstances which may influence the Works and the cost thereof.

|                                                 |  |
|-------------------------------------------------|--|
| <b>Name of Representative</b>                   |  |
| <b>On Behalf of Bidder<br/>(name of bidder)</b> |  |
| <b>Address</b>                                  |  |
|                                                 |  |
|                                                 |  |
|                                                 |  |
| <b>Telephone Number</b>                         |  |
| <b>Signature (For Bidder)</b>                   |  |

### For Official Use Only

|                                                                                     |                            |
|-------------------------------------------------------------------------------------|----------------------------|
| <b>I CONFIRM THAT THE BIDDER WAS PRESENT AT<br/>THE COMPULSORY BRIEFING SESSION</b> |                            |
|                                                                                     | <b>Official Date Stamp</b> |
| <b>Name of Official:</b> _____                                                      | <b>Signature:</b> _____    |

## **8. BANKING DETAILS**

It is the policy of the Newcastle Municipality to pay all creditors by means of direct bank transfers. Please complete this information and acquire your banker's confirmation.

|                              |  |
|------------------------------|--|
| <b>ACCOUNT HOLDER</b>        |  |
| <b>NAME OF BANK</b>          |  |
| <b>ACCOUNT NUMBER</b>        |  |
| <b>ACCOUNT TYPE</b>          |  |
| <b>BRANCH NAME</b>           |  |
| <b>BRANCH CODE</b>           |  |
| <b>BRANCH CONTACT PERSON</b> |  |
| <b>PHONE NUMBER</b>          |  |
| <b>FAX NUMBER</b>            |  |

I/we hereby request and authorise the Newcastle Municipality to pay any amounts that may accrue to me/us to the credit of my/our bank account.

I/we further undertake to inform the Newcastle Municipality in advance of any change in my/our bank details and accept that this authority may only be cancelled by me/us by giving thirty days' notice by prepaid registered post.

**Alternatively, the tenderer may submit a letter/declaration from his bank worded as above, providing the required details and signed by an appropriate Bank Official (attached behind this page).**

|                       |  |                     |  |
|-----------------------|--|---------------------|--|
| <b>Name of Bidder</b> |  |                     |  |
| <b>Signature</b>      |  | <b>Name (print)</b> |  |
| <b>Capacity</b>       |  | <b>Date</b>         |  |

## 9. DECLARATION FOR MUNICIPAL ACCOUNTS

**MUST BE COMPLETED FOR THIS BID**

**Declaration in terms of paragraph 38(1)(d)(i) of the Supply Chain Management Regulation, irrespective of the contract value of the bid:**

**NB: Please note that this declaration must be completed by ALL bidders**

- i. I, the undersigned hereby declare that the signatory to this tender document; is duly authorised and further declare:
- ii. I acknowledges that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer to Newcastle Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.
- iii. I acknowledge that should it be found that any municipal rates and taxes or municipal charges as set out in (ii) above are in arrears for more than three (3) months, the bid will be rejected and the Newcastle Municipality may take such remedial action as is required, including the rejection of the bid and/or termination of the contract; and
- iv. The following account/s of the bidding entity has reference:

| Physical Business Address(es) of the Tenderer | Municipality | Municipal Account Number |
|-----------------------------------------------|--------------|--------------------------|
|                                               |              |                          |
|                                               |              |                          |
|                                               |              |                          |
|                                               |              |                          |
|                                               |              |                          |

**NB:** If insufficient space above, please submit on a separate page

**PLEASE NOTE** further that if no municipal rates and taxes or municipal charges are payable by the bidding entity, indicate the reason/s for that in the space below by means of a tick next in the relevant block,

| Reason                                                                              | Tick | Portfolio of evidence                                                                                                                                                                                                           |
|-------------------------------------------------------------------------------------|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Bidding entities who rent premises from a landlord                                  |      | Signed copy of the lease agreement together with account statement or a letter from the landlord stating that no levies are in arrears.                                                                                         |
| Bidding entities who operate from a property owned by a director / member / partner |      | Municipal account statement/s of a director / member / partner.                                                                                                                                                                 |
| Bidding entities who operate from farms / informal settlements                      |      | An original signed letter from their Induna. OR<br>An original signed ward councillor letter confirming the location of business operations.<br>The letters should not be older than 3 months from the closing date of the bid. |
| Bidding entities who operate from somebody else's property                          |      | Original Sworn Affidavit (by the property owner / municipal account holder) stating the relationship and whether the business owner is responsible for paying levies. If yes, stating whether any levies are in arrears.        |

**Attach latest municipal account statement behind this page. The portfolio of evidence must not be older than three months from the close of this tender.**

SIGNED AT.....THIS.....DAY OF..... 20.....

Name of Duly Authorised Signatory: (Please print).....

Authorised Signature: .....

As witness: 1. ....

2. ....

|                       |  |                     |  |
|-----------------------|--|---------------------|--|
| <b>Name of Bidder</b> |  |                     |  |
| <b>Signature</b>      |  | <b>Name (print)</b> |  |
| <b>Capacity</b>       |  | <b>Date</b>         |  |

## 10. CENTRAL SUPPLIER DATABASE REGISTRATION

**No awards will be made to a tenderer who is not registered on the Central Supplier Database (CSD).**

The establishment of a Central Supplier Database (CSD) will result in one single database to serve as the source of all supplier information for all spheres of government. The purpose of centralising government's supplier database is to reduce duplication of effort and cost for both supplier and government while enabling electronic procurement processes.

Registration on the Central Supplier Database must be done online via the website:

<https://secure.csd.gov.za/>

|                              |  |                            |  |
|------------------------------|--|----------------------------|--|
| <b><u>Name of Bidder</u></b> |  |                            |  |
| <b><u>Signature</u></b>      |  | <b><u>Name (print)</u></b> |  |
| <b><u>Capacity</u></b>       |  | <b><u>Date</u></b>         |  |

11. **MBD 3.1**

1. **PRICING SCHEDULE – FIRM PRICES (PURCHASES)**

**NOTE:** ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED  
**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

**Name of Bidder**..... **Bid Number:** A044 – 2024/25  
**Closing Time:** 12h00 **Closing Date:** 17 September 2025

**OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.**

| BID NO:        | DESCRIPTION                                                           | BID PRICE IN RSA CURRENCY<br>**(ALL APPLICABLE TAXES INCLUDED)                       |
|----------------|-----------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| A044 – 2024/25 | Maintenance of Bio-metric Access Control & Surveillance System R..... |                                                                                      |
| -              | Required by                                                           | : Community Services                                                                 |
| -              | At                                                                    | : Community Safety<br>Corner Albert Wessels Road & Allen Street<br>Newcastle<br>2940 |
| -              | Brand and Model                                                       | .....                                                                                |
| -              | Country of Origin                                                     | .....                                                                                |
| -              | Does the offer comply with the specification(s)?                      | *YES/NO                                                                              |
| -              | If not to specification, indicate deviation(s)                        | .....                                                                                |
| -              | Period required for delivery                                          | .....*Delivery: Firm/Not firm                                                        |
| -              | Delivery basis                                                        | .....                                                                                |

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.  
 \*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

\*Delete if not applicable

**12. MBD 3.2**  
**PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)**

**NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

|                     |                            |
|---------------------|----------------------------|
| Name of Bidder..... | Bid number: A044 - 2024/25 |
| Closing Time .....  | Closing Date .....         |

**OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.**

| BID NO:               | DESCRIPTION                                                                      | BID PRICE IN RSA CURRENCY<br>**(ALL APPLICABLE TAXES INCLUDED)                       |
|-----------------------|----------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| <b>A044 – 2024/28</b> | <b>Maintenance of Bio-metric Access Control &amp; Surveillance System R.....</b> |                                                                                      |
| -                     | Required by                                                                      | : Community Services                                                                 |
| -                     | At                                                                               | : Community Safety<br>Corner Albert Wessels Road & Allen Street<br>Newcastle<br>2940 |
| -                     | Brand and Model                                                                  | .....                                                                                |
| -                     | Country of Origin                                                                | .....                                                                                |
| -                     | Does the offer comply with the specification(s)?                                 | *YES/NO                                                                              |
| -                     | If not to specification, indicate deviation(s)                                   | .....                                                                                |
| -                     | Period required for delivery                                                     | .....*Delivery: Firm/Not firm                                                        |
| -                     | Delivery basis                                                                   | .....                                                                                |

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.  
 \*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

\*Delete if not applicable

## MBD 3.2

### PRICE ADJUSTMENTS

#### A NON-FIRM PRICES SUBJECT TO ESCALATION

IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left( D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

|               |   |                                                                                                                                                 |
|---------------|---|-------------------------------------------------------------------------------------------------------------------------------------------------|
| Pa            | = | The new escalated price to be calculated.                                                                                                       |
| (1-V) Pt      | = | 85% of the original bid price. <b>Note that Pt must always be the original bid price and not an escalated price.</b>                            |
| D1, D2..      | = | Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%. |
| R1t, R2t..... | = | Index figure obtained from new index (depends on the number of factors used).                                                                   |
| R1o, R2o      | = | Index figure at time of bidding.                                                                                                                |
| VPt           | = | 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.                      |

The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....

Index..... Dated..... Index..... Dated..... Index..... Dated.....

FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

| FACTOR<br>(D1, D2 etc. eg. Labour, transport etc.) | PERCENTAGE OF BID PRICE |
|----------------------------------------------------|-------------------------|
|                                                    |                         |
|                                                    |                         |
|                                                    |                         |
|                                                    |                         |
|                                                    |                         |
|                                                    |                         |
|                                                    |                         |
|                                                    |                         |

**MBD 3.2**

**B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS**

Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

| PARTICULARS OF FINANCIAL INSTITUTION | ITEM NO | PRICE | CURRENCY | RATE | PORTION OF PRICE SUBJECT TO ROE | AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD |
|--------------------------------------|---------|-------|----------|------|---------------------------------|--------------------------------------------|
|                                      |         |       |          | ZAR= |                                 |                                            |
|                                      |         |       |          | ZAR= |                                 |                                            |
|                                      |         |       |          | ZAR= |                                 |                                            |
|                                      |         |       |          | ZAR= |                                 |                                            |
|                                      |         |       |          | ZAR= |                                 |                                            |
|                                      |         |       |          | ZAR= |                                 |                                            |

Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

| AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD: | DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE | DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE | DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE |
|------------------------------------------------|-----------------------------------------------------|-------------------------------------------------------------|---------------------------------------------------------|
|                                                |                                                     |                                                             |                                                         |
|                                                |                                                     |                                                             |                                                         |
|                                                |                                                     |                                                             |                                                         |

### 13. **MBD 4: DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

|            |                                                                                      |  |
|------------|--------------------------------------------------------------------------------------|--|
| <b>3.1</b> | <b>Full Name of bidder/ Representative</b>                                           |  |
| <b>3.2</b> | <b>Identity Number</b>                                                               |  |
| <b>3.3</b> | <b>Position occupied in the Company (director, trustee, shareholder<sup>2</sup>)</b> |  |
| <b>3.4</b> | <b>Company Registration Number</b>                                                   |  |
| <b>3.5</b> | <b>Tax Reference Number</b>                                                          |  |
| <b>3.6</b> | <b>Tax Reference Number</b>                                                          |  |

3.7. The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

|              |                                                        |            |           |
|--------------|--------------------------------------------------------|------------|-----------|
| <b>3.8</b>   | <b>Are you presently in the service of the state*?</b> | <b>Yes</b> | <b>No</b> |
| <b>3.8.1</b> | <b>If yes, furnish particulars.</b>                    |            |           |
|              |                                                        |            |           |

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

(a) a member of –

(i) any municipal council;  
(ii) any provincial legislature; or  
(iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

<sup>2</sup>"Shareholder"" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

|        |                                                                                                                                                                                                                            |     |    |
|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|
| 3.9    | Have you been in the service of the state for the past twelve months                                                                                                                                                       | Yes | No |
| 3.9.1  | If yes, furnish particulars.                                                                                                                                                                                               |     |    |
|        |                                                                                                                                                                                                                            |     |    |
| 3.10   | Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?                                                | Yes | No |
| 3.10.1 | If yes, furnish particulars.                                                                                                                                                                                               |     |    |
|        |                                                                                                                                                                                                                            |     |    |
| 3.11   | Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?                           | Yes | No |
| 3.11.1 | If yes, furnish particulars.                                                                                                                                                                                               |     |    |
|        |                                                                                                                                                                                                                            |     |    |
|        |                                                                                                                                                                                                                            |     |    |
| 3.12   | Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?                                                                                                              | Yes | No |
| 3.12.1 | If yes, furnish particulars.                                                                                                                                                                                               |     |    |
|        |                                                                                                                                                                                                                            |     |    |
| 3.13   | Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state?                                                                                      | Yes | No |
| 3.13.1 | If yes, furnish particulars.                                                                                                                                                                                               |     |    |
|        |                                                                                                                                                                                                                            |     |    |
| 3.14   | Do you or any of the directors, trustees, managers, principal shareholders or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. | Yes | No |
| 3.14.1 | If yes, furnish particulars.                                                                                                                                                                                               |     |    |
|        |                                                                                                                                                                                                                            |     |    |

4. Full details of directors / trustees / members / shareholders.

| Full Name | Identity Number | State Employee Number |
|-----------|-----------------|-----------------------|
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |

|                |  |              |  |
|----------------|--|--------------|--|
| Name of Bidder |  |              |  |
| Signature      |  | Name (print) |  |
| Capacity       |  | Date         |  |

# **14. MBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for HDI Specific goals.

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF EQUITY OWNERSHIP BY HISTORICALLY DISADVANTAGED INDIVIDUAL (HDI'S), AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.**

## **GENERAL CONDITIONS**

1. The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

The value of this bid is estimated to either exceed or not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 or 90/10 preference point system shall be applicable or

2. Points for this bid shall be awarded for:

- (a) Price; and
- (b) Specific contract participation goals, as specified in the attached forms.

4. The maximum points for this bid are allocated as follows:

|                                                                                                       |       | POINTS     |           |
|-------------------------------------------------------------------------------------------------------|-------|------------|-----------|
| <b>1. Price</b>                                                                                       |       | <b>80</b>  | <b>90</b> |
| <b>2. Specific Contract Participation Goals</b>                                                       |       | <b>20</b>  | <b>10</b> |
| <b>2.1 Historically Disadvantaged Individuals</b>                                                     |       | <b>16</b>  | <b>8</b>  |
| 2.1.1 Who had no franchise in national elections before the 1983 and 1993 Constitution (black people) | 8 / 4 |            |           |
| 2.1.2 Who is female                                                                                   | 4 / 1 |            |           |
| 2.1.3 Who has a disability and / or Youth                                                             | 2 / 1 |            |           |
| 2.1.4 Who is Youth                                                                                    | 2 / 1 |            |           |
| <b>2.2 Other Specific goals (Local Economic Development goals of the RDP)</b>                         |       | <b>4</b>   | <b>2</b>  |
| 2.2.1 Business operations within Amajuba District – rural development initiatives                     | 4 / 2 |            |           |
| <b>Total points for Price and HDI principles must not exceed</b>                                      |       | <b>100</b> |           |

To claim specific goals listed under 2.2 above the Municipal water and light account in the name of the company or individual in case of Sole proprietor must be submitted.

1.5 Failure on the part of a bidder to submit proof of claim together with the bid, will be interpreted to mean that preference points for advancement of past imbalances are not claimed.

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

## **2. DEFINITIONS**

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation.
- (b) **“price”** means an amount of money tendered for goods or services and includes all applicable taxes less all unconditional discounts.
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## **3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**

### **3.1 POINTS AWARDED FOR PRICE**

#### **3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

A maximum of 80 or 90 points is allocated for price on the following basis:

**80/20**

**or**

**90/10**

$$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

### 3.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

#### POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right) & \text{or} & Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
  - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system: or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

Then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

**(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.**

**Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)**

| The specific goals allocated points in terms of this tender                                                                                                 | Number of points allocated (90/10 system)<br>(To be completed by the organ of state) | Number of points allocated (80/20 system)<br>(To be completed by the organ of state) | Number of points claimed (90/10 system)<br>(To be completed by the tenderer) | Number of points claimed (80/20 system)<br>(To be completed by the tenderer) |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| <b>Category 1: Ownership -Historically Disadvantage Individuals by unfair discrimination (No franchise in elections before 1983 &amp; 1993 Constitution</b> |                                                                                      | <b>16</b>                                                                            |                                                                              |                                                                              |
| ➤ Race                                                                                                                                                      |                                                                                      | 8                                                                                    |                                                                              |                                                                              |
| ➤ Female                                                                                                                                                    |                                                                                      | 4                                                                                    |                                                                              |                                                                              |
| ➤ Disability                                                                                                                                                |                                                                                      | 2                                                                                    |                                                                              |                                                                              |
| ➤ Youth                                                                                                                                                     |                                                                                      | 2                                                                                    |                                                                              |                                                                              |
|                                                                                                                                                             |                                                                                      |                                                                                      |                                                                              |                                                                              |
| <b>Category 2: Reconciliation and Development Programme (Government Gazette no.: 16085 dated 23 November 1994)</b>                                          |                                                                                      | <b>4</b>                                                                             |                                                                              |                                                                              |
| ➤ Promotion of Local Enterprises (within Amajuba District: municipal & rural areas)                                                                         |                                                                                      | 4                                                                                    |                                                                              |                                                                              |
| <b>TOTAL</b>                                                                                                                                                |                                                                                      | <b>20</b>                                                                            |                                                                              |                                                                              |

#### DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium  
☐ One-person business/sole propriety  
☐ Close corporation  
☐ Public Company  
☐ Personal Liability Company  
☐ (Pty) Limited  
☐ Non-Profit Company  
☐ State Owned Company  
 [TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct.
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct.
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process.
  - (b) recover costs, losses, or damages it has incurred or suffered as a result of that person's conduct.
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.
  - (d) recommend that the tenderer or contractor, its shareholders, and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

.....  
**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....  
.....  
.....  
.....

### **15. MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

1. This Municipal Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are to combat the abuse of the supply chain management system.
3. **The bid of any bidder may be rejected if the bidder, or any of its directors have:**
  - a) Abused the Municipality's Supply Chain Management System or committed any improper conduct in relation to such system:
  - b) Been convicted for fraud or corruption during the past five years:
  - c) Wilfully neglected, reneged or failed to comply with any government, municipal or public sector contract during the past five years; or
  - d) Been listed in the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corruption Activities Act (No 12 of 2004).
4. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

| ITEM  | QUESTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | YES                                 | NO                                 |
|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|------------------------------------|
| 4.1   | <p>Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?</p> <p><b>(Companies or persons who are listed on this database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audit alteram partem rule was applied).</b></p> <p><b>The database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p> | <p>Yes</p> <input type="checkbox"/> | <p>No</p> <input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                     |                                    |
| 4.2   | <p>Is the bidder or any of its directors listed on the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corruption Activities Act (No 12 of 2004)?</p> <p><b>(The Register for Bid Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>                                                                                                                                                                                                                                                      | <p>Yes</p> <input type="checkbox"/> | <p>No</p> <input type="checkbox"/> |
| 4.2.1 | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                     |                                    |

| ITEM  | QUESTION                                                                                                                                                                                                                        | YES                             | NO                             |
|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|--------------------------------|
| 4.3   | Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?                                          | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.3.1 | If so, furnish particulars:                                                                                                                                                                                                     |                                 |                                |
| 4.4   | Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality/municipal entity, or any other municipality/municipal entity, that is in arrears for more than three months? | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.4.1 | If so, furnish particulars:                                                                                                                                                                                                     |                                 |                                |
| 4.5   | Was any contract between the bidder and the municipality/municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?                    | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.5.1 | If so, furnish particulars:                                                                                                                                                                                                     |                                 |                                |

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME) \_\_\_\_\_**

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TO BE TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

|                       |  |                     |  |
|-----------------------|--|---------------------|--|
| <b>Name of Bidder</b> |  |                     |  |
| <b>Signature</b>      |  | <b>Name (print)</b> |  |
| <b>Capacity</b>       |  | <b>Date</b>         |  |

**16. MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Municipality / Municipal Entity)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - a. has been requested to submit a bid in response to this bid invitation;
  - b. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - c. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a) prices;
  - b) geographical area where product or service 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 bid;
  - e) the submission of a bid which does not meet the specifications and conditions of the bid;or

- f) bidding with the intention not to win the bid.
8. 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 products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids 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 ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

|                       |  |                     |  |
|-----------------------|--|---------------------|--|
| <b>Name of Bidder</b> |  |                     |  |
| <b>Signature</b>      |  | <b>Name (print)</b> |  |
| <b>Capacity</b>       |  | <b>Date</b>         |  |

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

# 17. COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT - OHSA (ACT NO.: 85 OF 1993)

Bidders are required to satisfy the Employer and the Engineer as to their ability and available resources to comply with the above by answering the following questions and providing the relevant information required below.

|    |                                                                                                                                    |     |    |
|----|------------------------------------------------------------------------------------------------------------------------------------|-----|----|
| 1. | Is the Contractor familiar with the OHSA (ACT 85 of 1993) and its Regulations?                                                     | Yes | No |
|    |                                                                                                                                    |     |    |
| 2. | Who will prepare the Contractor's Health and Safety Plan? (Provide a copy of the person/s curriculum vitae/s or company profile).  |     |    |
|    |                                                                                                                                    |     |    |
| 3. | Does the Contractor have a health and safety policy? (If yes, provide a copy). How is this policy communicated to all employees?   | Yes | No |
|    |                                                                                                                                    |     |    |
| 4. | Does the Contractor conduct monthly safety meetings? If yes, who is the chairperson of the meeting, and who attend these meetings? | Yes | No |
|    |                                                                                                                                    |     |    |
| 5. | Does the Contractor conduct monthly safety meetings? If yes, who is the chairperson of the meeting, and who attend these meetings? | Yes | No |
|    |                                                                                                                                    |     |    |
| 6. | Does the Contractor have a safety officer in his employment, responsible for the overall safety of his company?                    | Yes | No |
|    | If yes, please explain his duties and provide a copy of his CV.                                                                    |     |    |
|    |                                                                                                                                    |     |    |
| 7. | Does the Contractor have trained first aid employees? If yes, indicate, who.                                                       | Yes | No |
|    |                                                                                                                                    |     |    |
| 8. | Does the Contractor have a safety induction-training programme in place? (If yes, provide a copy)                                  | Yes | No |
|    |                                                                                                                                    |     |    |

Signed: ..... Date: .....

Name: .....Position: .....

Bidder: .....

**18. TRADE CERTIFICATE AS ELECTRICIAN OR ELECTRICAL WIREMAN`S LICENSE ISSUED BY DEPARTMENT  
OF LABOUR**

The tenderer is to affix to this page, A valid certificate as above indicated.

**19. VALID CERTIFICATE OF ACCREDITATION IN COMPLIANCE WITH PRIVATE SECURITY INDUSTRY  
REGULATION ACT – PSIRA (56 OF 2001)**

Please attach the certificate onto this page – Proof accreditation as the supplier / installer / specialist on security equipment.  
The certificate must be in the name of the enterprise or the owner of the entity (who controls, owns and make decisions for the entity)

|                       |  |                     |  |
|-----------------------|--|---------------------|--|
| <u>Name of Bidder</u> |  |                     |  |
| <u>Signature</u>      |  | <u>Name (print)</u> |  |
| <u>Capacity</u>       |  | <u>Date</u>         |  |

**20. PROOF OF REGISTRATION/ACCREDITATION WITH THE PROFESSIONAL BODY OR ENTITY RECOGNIZED BY SOUTH AFRICAN QUALIFICATION AUTHORITY & CERTIFICATION COMMITTEE (SAQCC) IN THE PRIVATE SECURITY SECTOR**

PLEASE ATTACH ONTO THIS PAGE THE ABOVE – MENTIONED CERTIFICATE AS PART RETURNABLE DOCUMENT(S) FOR **GAIN AN ADVANTAGE NOT FOR BID EVALUATION PURPOSES**

**OR**

**PROOF OF REGISTRATION / CERTIFICATION FROM SOUTH AFRICAN**

**NATIONAL ACCREDITATION SYSTEM (SANAS) / SOUTH AFRICAN BUREAU**

**OF STANDARDS (SABS)**

Where applicable please attach onto this page the proof of registration and/or certification from any recognized body locally (South Africa), that is South African National Accreditation System (SANAS) and South African Bureau of Standards (SABS).

**Please note the certificate of affiliation with the body must be recognized by South African Qualifications Authority (SAQA)**

|                              |  |                            |  |
|------------------------------|--|----------------------------|--|
| <b><u>Name of Bidder</u></b> |  |                            |  |
| <b><u>Signature</u></b>      |  | <b><u>Name (print)</u></b> |  |
| <b><u>Capacity</u></b>       |  | <b><u>Date</u></b>         |  |



## **PART B – SCOPE OF WORKS & SPECIFICATIONS**

**Repairs and Maintenance of the existing Electronic Bio-metric: Fingerprint Access Control System and CCTV Surveillance System on Municipal Properties**

## **21. SPECIFICATIONS FOR THE REPAIRS AND MAINTENANCE OF THE ELECTRONIC BIO-METRIC FINGERPRINT ACCESS CONTROL- AND CCTV SURVEILLANCE SYSTEMS INSTALLED WITHIN THE NEWCASTLE CIVIC CENTRE**

### **21.1 Scope of Work**

This bid calls for the repairs and maintenance of the existing Electronic Bio-Metric Finger Print Access Control- and CCTV Surveillance systems installed within the Newcastle Municipality Civic Centre inclusive of the Newcastle Library.

### **21.2 Location of Premises – Building**

The maintenance services or works are to be performed at Newcastle Civic Centre, 37 Murchison Street, Newcastle as well as Newcastle Library, 00 Scott Street, Newcastle.

Other sites to be identified during the course of the contract.

### **21.3 Specifications of the Electronics Access Control System (EACS) and CCCTV Surveillance Systems, Equipment installed At Newcastle Civic Centre**

#### **21.3.1 Server:**

Feature Technical specification form factor 1U rack server:

- Dimensions and weight H: 42.8 mm (1.67 in), W: 434.0 mm (17.09 in), D: 495 mm (19.5 in) w/o ear, w/o bezel Max weight: 10.6 kg (20.96 lb)
- Processor 1 processor from the following product families:
  - Intel® Xeon® processor E3-1200 v6 product family
  - Intel Pentium®
  - Intel Core™ i3
  - Intel Celeron®
- Chipset Intel C236 Operating system:
  - Microsoft® Windows Server® 2016, Microsoft® Windows Server® 2012
  - Microsoft Windows Server 2012 R2, x64
  - Red Hat® Enterprise Linux®
  - VMware® Vsphere® ESXi®
  - SUSE® Linux Enterprise Server®
  - Memory Architecture: Up to 2400MT/s DDR4 DIMMs
  - Memory type: UDIMMs
  - Memory module sockets: 4
  - Maximum RAM: Up to 64GB
- Hypervisor support Microsoft Windows Server with Hyper-V® VMware® vSphere® ESXi® Storage:
  - 2.5" SATA 7.2k
  - 2.5" nearline SAS 7.2k
  - 2.5" 10k SAS HDDs
  - 2.5" 15K SAS HDDs
  - 2.5" SATA SSDs
  - 3.5" Enterprise SATA 7.2k HDDs
  - 3.5" nearline SAS 7.2k HDDs
  - 3.5" 7.2k SATA entry drives
- Drive bays
  - 2 x 3.5" cabled HDD

- 4 x 3.5" cabled HDD
- 4 x 3.5" hot-swap or 2.5" hot-swap in hybrid drive carrier
- Slots 2 x PCIe 3.0 slots: x16 slot, full-height (1x8 3.0)+ x8 slot, low-profile (1x4 3.0) RAID controllers - PERC S130, PERC H330, PERC H730, PERC H830
- Network controller Broadcom® 5720 Communications
  - 2 x 1GbE LOM
  - R230 supported network interface cards (NICs) and host bus adapters (HBAs) and scroll to "Additional Network Cards" section.
- Power 250W cabled PSU Chassis
  - 2 x 3.5" cabled HDD 19.5" 1U chassis
  - 4 x 3.5" cabled HDD 19.5" 1U chassis
  - 4 x 3.5" hot-swap or 2.5" hot-swap in hybrid drive carrier
- Management Systems management
  - IPMI 2.0 compliant
  - Dell Open Manage Essentials
  - Dell Open Manage Mobile
  - Dell Open Manage Power Center
- Remote management iDRAC8 with Lifecycle Controller, iDRAC8 Express (default), iDRAC8 Enterprise (upgrade), 8GB vFlash media (upgrade), 16GB vFlash media (upgrade)
- 5 Dell or equivalent Open Manage Connections:
- HP or equivalent Operations Manager, IBM Tivoli® Netcool® and CA Network and Systems Management, Dell Open Manage Plug-in for Oracle® Enterprise Manager Dell OpenManage Integrations:
  - Dell Open Manage Integration Suite for Microsoft System Center, Dell Open Manage Integration for VMware vCenter®
  - Device access 5 total USB:
    - Rear: 2 x USB 3.0 ports
    - Front: 2 x USB 2.0 ports
    - Internal: 1 x USB 3.0 port
  - Rack support
  - Ready Rails™ static rails for tool-less mounting in 4-post racks with square or unthreaded round holes or tooled mounting in 4-post threaded and 2-post racks.

## **HARDWARE AND SYSTEM DESIGN**

### **21.3.2 Door Controller**

#### **Section A – Hardware and System Design: Access Control System – Tender Specification:**

##### **Overview - General**

The Access Control System, hereafter referred to as the ACS, shall provide the primary management interface for maintaining and managing the Organisations Security Centre. The ACS shall provide the integration backbone for connection to multiple 3rd party systems for monitoring and controlling security within the organisation without compromising on its primary function of true Access Control. The ACS shall provide be the data collection mechanism whereby all security data related to the secure functioning of the organisation shall be collected in an industry standard SQL-based database.

As an Access Control System, the ACS shall provide the following features:

- The ACS shall provide the ability to control up to 256 Access Control Sites.
- The ACS shall provide the ability to control up to 3,000 access points per site, hereafter referred to as locations. The ACS shall provide the ability to control up to 300,000 users per site. ACS system users shall hereafter be referred to as tag holders.
- The ACS shall provide the option to implement Daylight Savings Settings per site.
- The ACS shall provide the option to implement Anti-Passback on single access points, or on user defined groupings of access points, hereafter referred to as zones.
- The ACS shall provide the option of limiting the number of users in an Anti-Passback zone.
- The ACS shall provide the option of multiple reader types at each location. These options shall include, but not be limited to:
  - Tag Readers
  - Keypad readers
  - Harsh Environment Metal readers
  - Biometric devices
  - 3rd Party card readersThe ACS shall provide the option of setting individual reader modes at each access control reader. These modes shall include, but not be limited to:
  - TAG only mode
  - TAG + PIN mode
  - TAG + REASON CODE mode
  - Personal Access Code mode
  - Locked Mode
  - Unlocked Mode
  - Emergency ModeThe ACS shall provide the option of single tag use, or multiple tag use per location.
- The ACS shall provide an interface for the administration of tag holders. The ACS tag holder interface shall provide the ability to assign up to 8 tags per tag holder. The ACS tag holder interface shall provide the option of linking up to 10 access groups to a single tag. The ACS tag holder interface shall provide the option of assigning access groups across multiple sites in the ACS.
- The ACS shall provide the ability to configure up to 10 000 Access Groups per site. The ACS shall provide the ability to configure up to three combinations of Time Pattern and Allowable Access Doors (Areas) per Access Group.
- The ACS shall provide the ability to configure up to 512 Access Time Patterns per site. The ACS shall provide the ability to configure up to 1024 Areas per site. The ACS shall provide the ability to generate multiple Time Triggered Actions per site.

## **Section B: Access Control System – Tender Specification**

### **21.3.3 Twin Remote Terminal/Fingerprint Reader**

- Central Procession Unit: ARM® Cortex™-A9 core 1GHz
- Linux Operating System
- FBI PIV IQS certified optical fingerprint sensor
- Contactless reader options: Prox®, iClass®,
- MIFARE®/MIFARE® Plus/DSEFire®/NFC(1)
- Network/Communication:
  - Ethernet, RS485, USB

- Wi-Fi option
- Power supply:- 12V-24V DC- Power over Ethernet (PoE) – Compatible with PoE+Switches
- Internal storage capacity: 512MB Flash, 512MB RAM
  - 500 user records, extendable to 3,000 or 10,000 with license (\*3 templates each, including 1 duress)
  - 250,000 IDs in authorized user list, 1 Million transaction logs
- Inputs/outputs: Wiegand In & Out (customizable up to 512 bits), Door Relay, 2 General Purpose Inputs (including Door monitoring), 2 General Purpose Outputs
- Tamper switches
- Operating conditions:
  - Temperature: -20°C to 55°C (-4°F to 131°F)
  - Humidity: 10% to 80% (non condensing)
  - Ingress protection: IP65
  - Mechanical impact protection: IK08(2)
  - HxWxD = 156\*68\*62 mm (6.14\*2.68\*2.44 inches)
- Weight: 280 grams
- EMC/Safety standards:
  - CE, CB, FCC, BIS UL294 (for indoor use only)
  - RoHS, REACH and WEEE compliant

#### **21.3.4 Power Over Ethernet Switch:**

- 24 Port Gigabit Switch, 4 SFP ports and 24 POE+ ports
- Layer 2 Switching Capabilities
- POE Budget of 384w
- 4x Dedicated SFP Ports
- Switching bandwidth should be 56Gbps
- Web GUI interface
- Support for IEEE802.1Q, IEEE802.3ad, IEEE802.1D
- SNMP v1,v2c,v3
- 2 Dual Personality SFP slots
- 192W dedicated POE over all 24 ports
- Bandwidth should be 12.8Gbps
- 4000 MAC addresses per system
- Mean Time Before Failure (MTTF) – 237,497 hours
- 802.1x for authentication
- IEEE802.1Q static VLAN

#### **21.3.5 Door Closure Unit**

- Weight: 2.5Kg – Max Door Width (mm): 1100- Closing force EN1154: 2,3,4
- Union Door Closer DC140 featuring rack & pinion technology in compliance with DIN EN 1154.
- Closing force configurable, EN size 2/3/4, for doors up to 1,100 mm wide.
- Closing speed, latching speed and backcheck continuously adjustable.
- Suitable for fire and smoke protection doors. With CE marking.
- Suitable for left- and right-hand doors.

### **21.3.6 Hard Drive**

- 4TB 6Gb/s 7200rpm 3.5' Internal Hard Drive
- **Transfer rate:** Up to 600 MB/s
- **Minimum dimensions (W x D x H):** Media Diameter: 8.9 cm; Physical Size: 10.17 cm

### **21.3.7 Turnstile Speed Gate**

- Technology: Ultra-heavy-duty high speed motor drive and gearbox
- Intelligent motor - tamper detection feedback
- Built-in intelligent PLC controller
- Motion detection sensor array – dynamic following of the pedestrian through the Speed gate Motion
- Highly sophisticated anti-tamper detection o Tailgating o Unauthorised direction o Crawling
- Safety - a series of detectors are used to prevent closing when a person or object is in the closing envelope

#### Features:

- Cabinet: 304 grade brushed stainless steel
- 3D designed and precision laser cut components
- Hand-made with expert welding and polishing
- Recess with polycarbonate infill for concealed reader mounting (option)
- LED lane status and direction indicator lights

#### Glass wing:

- 8mm CNC toughened glass
- Direct motor mount technology: removing any linkages and bearings which are prone to failure
- 3-year mechanical guarantee
- 1-year electrical guarantee

#### Technical Specifications

- Power: 220 Volt AC (110 Volt AC on request)
- Frequency :50Hz / 60Hz
- Power consumption: 300W per lane
- Power Failure operation: The glass wings can be easily moved into the cabinet to allow free access
- Fire Alarm Operation: Trigger can activate barriers to remain in the open position for free access
- System integration: Integrates with all access control and time and attendance systems  
Operating cycle time: Open Close
- Tamper alarm: Electronic output for a building security alert, e.g. to lock doors or activate CCTV • LED lights show red cross • Internal buzzer sounds
- Standard Operational Modes:
  - Entry and exit
  - Entry only & Exit only
  - Optical mode for entry and exit All modes can be changed using a selector switch supplied with the speed gate Motion.

## **Software Design Considerations General**

### **21.3.8 Software: Access Control System**

- The ACS software shall meet the following general criteria:
  - Fully featured client-server architecture - Written in Java for platform independence so it can run on non Microsoft operating systems such as Linux Modular design comprising the following key applications:
    - Polling module Configuration module Graphic display module Multivendor Database Support Context-sensitive
    - Help Modular design comprising the following support applications and utilities:
      - Alarms Modules Employee enrolment module
      - Transaction viewer with photo ID popup
      - Visitor enrolment module
      - Database archive facility CSV import of tag holder information
      - Translation utility Ethernet device Discovery utility General System Diagnostic modules
- Architecture
  - Each software module shall be able to run on individual client workstations if required. Conversely, all software modules shall be able to co-exist on the same workstation without overloading the workstations resources.
  - All ACS software modules shall have a graphical user interface (GUI). The configuration GUI shall be in an easy-to-use Tree format displaying ACS functions in separate nodes.
  - Translation
    - All software modules shall have a facility to translate the text labels and menu items on the GUI.
    - The translation feature must consist of a utility that enables a user to do the following:  
Select a Locale Select a language and replace the default words with local words Apply the language settings via a menu command
- **Access Control System – Tender Specification**  
Features and Functions: General Features
  - The ACS software shall support the following features:
    - Holidays Password protection on each Site Password protection on every application and utility Reports accessible in a web based format Translatable to accommodate multiple languages Time zone offset and daylight savings
    - Multiple time zones support Application Help Tag holder Archive Facility Bulk Tag holder Adding Systems Analysis utility Reason Code Editor utility System Event Editor utility Card Design utility

#### General Functions

- The software must be suitable for users to configure, monitor, and administrate all aspects of the ACS including the following: Sites Hardware Tags and tag holders Access patterns

#### Backup

- The software must provide for scheduled backup of data, to specific local or network directories, at specific times Operator Security
- The ACS software shall include an Operator Security module that will enable the System Administrator to define operator groups for users who will operate the various modules.
- The Operator Security module shall facilitate the creation of Users and Passwords, and user Groups. The System Administrator shall be able to set up Application security as well as granular security settings within each application. The Operator Security module

shall facilitate the assignment of Tag holder Access groups to selected Operator groups.

#### Database

- The ACS shall support the following database types: Microsoft SQL Server 2000 or later Firebird SQL database
- General The database shall support a minimum of 256 Sites There shall be no limit to the number of Tags or Tag Holders records stored in each individual Site The database must support connection via JDBC data source
- All databases must have the following: Full SQL compliancy Support for multiple connections A manual SQL querying facility Load balancing capabilities Password protection GET ADDITIONAL SPECS FROM RASHID
- Administration Multiple users shall be able to administrate the database Administrators shall be able to administrate the database industry standard DBMS software

#### Installation

The must be provision for the database to reside on the Host PC, or on a dedicated server connected to the network.

#### Polling Module

- ACS database Engine  
An ACS database engine is required to send and receive transactions to and from controllers. This action must happen without affecting normal operation.
- The ACS database engine module shall be capable of performing the following operations:
  - Auto-detecting hardware on a communication bus, and assign Logical addresses intelligently so as to avoid duplicate addresses Comparing and validating hardware on the communication bus with hardware records in the database
  - Verifying hardware firmware versions Displaying real-time transactions on demand Scheduled back-ups with:
    - A user-definable number of back-up files
    - A user-definable back-up file path In the event that the Database Server fails, the ACS database engine shall automatically start creating a backup of transaction logs.  
When communications to the Server has been re-established,
    - the ACS database engine must then transfer the transaction logs to the database. Indicating when hardware goes offline and generating an alert for this event.
    - The ACS database engine shall be able to connect to the database over a networked solution separating the database server from the ACS software.
    - The ACS database engine shall be able to connect to the Hardware via RS232, USB or UDP. T
    - he ACS database engine shall incorporate a web server that allows anyone with the correct access permissions to view transaction history of any Tagholder; this web service is not dependant on the software to be polling the hardware.
    - The System Administrator shall have the option to allow security on the web server or allow open permissions. The ACS database engine shall have an Interface to view what messages are outstanding for each controller and have the option to clear the messages.

- The ACS database engine shall have a feature for use when using Ethernet type controllers to import their settings into the database.
- The ACS database engine shall have an upload feature that prepares the upload data in a queue and then provides an upload to each controller.
- The ACS database engine shall not cause any downtime of controllers should an upload be performed.
- The ACS database engine shall provide a clear output message to the System Administrator should the upload process fail at any point.

#### Advanced Options

The Database engine module shall support the following advanced configuration options:

- Ability to set times and timeouts for the following: Controller Timeout Controller slow poll drop time Challenge Timeout AutoID Time
- Terminal bus additional timeout Controller bus additional timeout Uploader database connection reset time Uploader cycle delay Uploader inter table delay Uploader daily start time Uploader daily end time Poller inter poll delay Poller daily start time Poller daily end time
- Host Interface fast polling Terminal Bus fast polling
- When using the controllers in broadcast mode set the option to transmit the broadcast twice in the event that a controller goes offline, have the ability to relax APB until the Controller comes back online Append carriage return to fast polling Reset of advanced options to factory default

#### Polling Module Properties

The Polling module must enable the following properties configurable:

- Database type Database driver Database URL Encoding key Database encoding Logging mode with the following options:
  - No Logging Log outgoing messages Log all messages Log all messages longer than threshold Log incoming messages Log incoming messages longer than threshold Auto start on startup with an auto start delay Web Server on start with an inactivity delay Full upload on first pass Redirect to file Delete expired tags Validation on start Set UDP Comms Set Administrator password Set Web Server username and password Set Site SLA

#### Configuration Module

A configuration module shall be required to set-up a Site for access control by configuring access hardware.

System components shall be graphically represented by a hierarchical tree diagram in a left-hand pane of the window.

On selecting each component, its corresponding settings shall be displayed in the main application windowpane. The configuration module shall reference a user-configurable text-based properties file containing the following information:

- Database file paths Localization Encoding Name of default Site Communication Type the properties file shall enable the System Administrator to customize preferences for using the various modules by changing settings in the file.

#### Configuration Tree

The configuration tree shall contain the following nodes:

- System— Display a summary of all sites' logical Addressing, site name, site ID, and site group word Sites—must display and enable editing of the following information: Site number Site name Enforce zone routing Shared site option Daylight saving time offset in seconds Daylight savings time: start date and start time Daylight savings time: end date and end time There shall be an option to enable the Any Tag feature There shall be an

option to set a Site mask for increased security The System Administrator shall be able to set the TCP/IP Port connectivity numbers for the different utility modules namely:

- Transaction viewer
- Alarm
- Messaging
- Host Validation
- Door Status Hosts—shall display host number, host name, and IP address. Each host must drill down to display the following: Controller Zone Location Terminal

#### Access Time patterns (ATP)

The ATP node shall enable adding of access time patterns and editing of the following parameters for each time pattern:

- Time pattern name Start time Duration Days of the week Areas— Clicking on the Areas node shall display a tree diagram of all controllers with their relevant doors and terminals, and the option to add or edit new Areas.
- Tag holder access groups – clicking on the Tag holders Access groups node shall open the Tag holder Access Groups utility that shall allow the System Administrator to add up to ten thousand Access definitions by linking together Access Time Patterns and Areas
- Tag holders – clicking on the tag holders node shall display all information pertaining to tag holders including: Personal Details – Name, surname, Notes etc. Custom Field Data Information on up to eight TAGS Holidays Device time patterns Time triggered actions
- Actions: It shall be possible to add or edit system actions from the actions node Inputs – It shall be possible to alter the functionality of all defined system inputs by clicking on the Inputs node Outputs – it shall be possible to edit the default state of all system outputs for the system by clicking on the outputs node.
- Common Zones Messages

#### Host Components

##### Controller

When a specific System Controller node is selected, t

he ACS software shall display the Controller name, Controller parameters and have an option to enable or disable the controller.

There shall be a facility to enable supported tag types and set the terminal port baud rate as part of the controller parameters For Ethernet based controllers, there shall be an option to enter in an IP Address and Port numbers for both hardware and PC port.

There shall be a separate action tab that enables a user to add, delete, and configure preset controller actions

##### Zone

The zone screen shall display and enable editing of the following information and parameters:

- Zone name APB mode – Strict, relaxed or none Supervisor group for the zone Fully nested within zone selection Part of common zone selection Relaxed exit conditions for the zone option (time override for tags on site)

APB lockout time in minutes Limit tags inside selected zone – the ACS shall allow limits to specific numbers of tags in each individual zone.

##### Location

The location screen shall display and enable editing of the following information and parameters:

- Location name Location type Interleading to zone selection Enforce interleading zone routing option Multiple tag access for one or two tags

### Terminal

When a specific terminal node is selected, the ACS software shall display and enable the editing of the following information and parameters on a Terminal tab:

- Terminal name Terminal enabled option Position: Entry or Exit Disable terminal Must have a separate button to enable different parameters on the terminal, namely:
  - o Change default buzzer Volume
  - o Change the Same tag Timeout
  - o Toggle between Host validation and Controller validation
  - o Set the frequency of random search
  - o Set the Time pattern for the enabling/disabling the random search feature

A terminal mode tab shall enable the user to set the following configuration options:

- o Default terminal mode with the option of including a report Device time pattern with the option of including a report
- o An Input tab shall enable the user to define and configure up to 16 digital inputs per terminal each with the following information: Input port number Input name Input function
- o Each defined input shall have an option to enable time patterns and set default input parameters to monitor open contact, closed contact or change of contact.

### Time Patterns

Time patterns shall be divided into 2 separate instances, Access Time Patterns and Device Time pattern.

The ACS must support up to 128 Access time patterns, and up to 250 Device time patterns. Device Time Patterns must relate to all Hardware, Access Time Patterns must relate to Groups and Tagholders. Both Access Time Patterns and Device Time Patterns shall allow the System Administrator to define the following options: Time pattern name Start time Duration Days of the week

### Holidays

Tagholder Access Groups

The ACS shall support up to 10 000 Access groups, each Access Group must support up to 10 access Descriptions. There shall be 2 Tabs to Separate the Tagholders Access Groups into Employees and Visitors. Tagholder access groups shall offer the following configuration options:

- Supervisor Unlock
- Special Actions
- Start and Expiry dates per group

### Tag Holders

The ACS must support the following:

Displays detailed Tag Holder information including passport-style photograph Multiple tags per Tag Holder, Tag Holder screen has search facility using first name, last name, address, company, department, or tag number Suspension of Tags Batch mode to load tags Batch mode to print tags Supports Impro Card printing Unlimited Templates Dual sided printing Linked to database tables Image import – landscape or portrait

### Holidays

The ACS shall support up to 32 predefined Holidays.

IP Mapping

In the event that the Customer chooses Ethernet enabled Controllers an IP mapping section must appear that enables the Operator to view all IP addresses of controllers.

#### Configuration Facility

Users shall be able to customize their preferences for the access module by changing settings in a properties file.

The following configuration and set-up options shall be available via a menu:

- Display properties for the following components must be configurable by selecting a swatch, or HSB or RGB values:  
Tree background Non selectable node text Non selectable node background

System event editor Enter custom event descriptions for specified events.

Choose whether event type is normal, alarm, or special alarm Reason codes Enter or modify up to 100 descriptions for reason codes

- Change fixed address Select a controller and change its fixed address to a new value  
System user security set up Add or delete system users and specify user rights within each application Event log—displays a list of the following events with the option to save values to a log file:
  - Date Time User Event Description Detail Status Site Camera Setup—used to integrate CCTV systems Card designer – The card designer allows the ACS administrator to design multiple templates for printing Tagholder cards.
- The card designer shall provide the following functions: Placement of Database fields on the card template. Placement of predefined graphics on the card template. Placement of Custom Text on the card template. Placement of Circles or lines on the card template.
- Design of double-sided cards Definition of Print medium – either to Card or to Label Batch printing of Cards General Configuration module properties Database Maintenance Batch Enrolment of Tagholders Move tagholders between Sites Force upload of Hardware or Tagholder data to controllers

#### Reports

At Minimum, the Reports Feature shall include the following:

- Access The Message Board Report shows the latest in and out transaction for each person. Last Access Report Shows where the employee is now. Must be filtered by Name, Door and Date. Employee Transaction Report displays a detailed report on all transactions made by employees.
- Must be filtered by Site, Date and Time, Person, Tag Code, Department, Event and Vicinity. Transaction Report displays all tagholders transactions on a specific date. Must be filtered by Name, Door and Date.
- Audit Trail Report displays all the audit transactions of what the system administrator has done. Must be filtered by Date and Type. First Access Report displays all tagholders First Access transaction for a specific day. Must be filtered by Name, Door and Date.
- Last Access for day displays all tagholders Last Access transaction for a specific day.
- Must be filtered by Name, Door and Date. Visitor Transaction Report displays a detailed report on all transactions made by visitors. Must be filtered by Site, Date and Time, Person, Tag Code, Department, Event and Vicinity. Reason Code Report displays a detailed report on all reason code transactions made by employees.
- Must be filtered by Site, Date and Time. Event Transaction report this report shows which events where triggered by an input.

- Person Report displays a report of transactions for individual employees. Must be filtered by Employee, Start and End Dates. Zone Occupancy Report displays tagholders that are IN a specific zone.
- Absenteeism Report displays a list of employees that were absent on specific days. Access Pattern Report displays individual employees Time IN, Time OUT, Total Hours Worked (Last Out – Last in),
- Average Time In, Average Time Out and Average Hours Worked. Hours Worked in APB Zones Report displays an employee's IN and OUT transactions of all Strict APB Zones. Calculates the hours worked using those IN and OUT transactions. Must be filtered by Employee, Zone, Start and End Dates.
- Person Detailed Access Report displays all tagholders who have access to a location, zone and controller. Person Details Report displays a detailed report for individual tagholders. Must be filtered by Person, Start and End Dates. Zone Occupancy Report displays tagholders that are IN a specific common zone. Department Report displays a report of transactions for employees in a Department. Must be filtered by Department, Site, Start and End Dates. Department Access pattern and Time Report displays a summarized daily hours worked and total hours worked report on all tagholders and is grouped by department. Must be filtered by Person, Department, Company, Start and End Dates. Department Hours Worked in APB Zones Report displays employees FIRST IN and FIRST OUT transactions.
- Calculates the hours worked using IN and OUT clockings of each day. Must be filtered by Employee, Department, Employer, Zone, Start and End Dates.
- Holiday Report displays the holidays in Table or Calendar format.
- System Status Report displays all the status transactions from the controllers and terminals on a specific date i.e. Terminal timeouts, Tables corrupt and Request to Enter/Exit. Must be filtered by Date and Time. Door Access Report displays how frequently each door has been accessed.  
Must be filtered by Date. Alarm Report displays all alarms that have been generated by the system. Must be filtered by Date and Time.
- Configuration Area Report displays all terminals within each area of a site.
- Access Report displays all locations that a tagholder has access to. Must be filtered by Site, Person, Tag Code, Department and Vicinity. Terminal Action Report. Shows all terminals and their available actions Tagholders Employees Report displays all employees that have valid tags in the system. Must be filtered by Site and Department. Employees without tags
- Report displays all employees that don't have valid tags in the system. Must be filtered by Site and Department. Employees tags without access Report displays all employees that have valid tags in the system, but no Tag Holder Access group assigned to them. Must be filtered by Site and Department.
- Tags Not Used Report displays tags that have not been used since a specific date. Tagholder Configuration displays detailed information on Tag Holder Access Groups. Visitors Report displays all visitors that have valid tags in the system. Must be filtered by Site and Department. Visitors without tags Report displays all visitors that don't have valid tags in the system. Must be filtered by Site and Department. Visitors tags without access Report displays all visitors that have valid tags in the system, but no Tag Holder Access group assigned to them.  
Must be filtered by Site and Department. Tag Expiry Report displays tags that have expired and tags that will expire. Must be filtered by Start and End Dates. Tagholder Access Group
- Configuration Report displays all areas, zones and locations within a tagholder access group. Grouped by tagholder access groups.

### Custom Reports

The ACS software shall provide the option to the System Administrator to write Custom Reports that meet additional reporting requirements. This feature shall include a set of Controls that allows Scripts to be run on the Database and Produce results in a web-based Format and the resulting reports shall be exportable to a CSV file. Select Database In the Event that the database as been archived this tab must be able to browse to the Archived database to view Archived Transactions.

### Operator Security

The ACS must provide configurable security options to limit system users' activity within it. Such operator security must be configurable on a per user group basis. Each password protected application or utility must have the options to do the following:

Provide a user group with one of the following: Full access—user is granted full access to everything in the application Denied access—user is denied access to everything in the application Customized access—user can be configured to access designated features only Grant or deny access to the following elements and specific items within them: Main menu Tree Diagram Dialog screens Popup menus Toolbars

The operator security function must contain presets to allocate default security permissions to users. A user must be able to create new presets by using an existing preset as a template.

### Biometric Module

The ACS shall have a fully integrated Biometric module that shall provide Ethernet communications to Biometric devices connected to the corporate LAN/WAN.

The Biometric module shall enable the user to AUTODETECT all Biometric devices on the LAN/WAN and automatically update the ACS database with the Biometric Devices MAC address and related information.

The ACS Biometric module shall be an online module that scans the ACS database for any new Biometric Templates and automatically upload the template to the relevant Biometric device. The ACS configuration module shall provide a facility whereby each individual biometric device can be associated with any specific door in the access control system. This shall provide the means by which distributed templates are sent only to the relevant biometric devices.

The Biometric Device shall physically connect to an ACS 3<sup>rd</sup> party interface board which shall in turn connect via RS485 to the ACS controllers.

The Biometric Devices that the ACS support shall include, but not be limited to the Sagem MA100, MA500, OMA50.

The HandKey CR hand geometry reader shall also be supported by the Biometric Module.

The Template enrollment shall be done via the existing Configuration Module, the Tag enrollment module or the Visitors Module. The template shall be captured using either the Sagem MSO (Licensed) or the Handkey CR.

### Graphical Integration Module

A Graphical Integration module is required to graphically represent the ACS in an easy to use format. This shall be accomplished by the use of a combination Graphics and Text based ACS transactions. The Graphical Integration module shall display all the ACS hardware, as well as 3<sup>rd</sup> party systems hardware used in the implementation of the total ACS. The 3<sup>rd</sup> party hardware shall include, but not be limited to the following: DVR, NVR or IP Cameras connected to integrated DVR/NVR systems. Fire zone icons for each zone configured on the Ziton ZP3 or ZP5 panels Alarm zone icons for each zone configured on the Caddx NX-8E Alarm panels

The Camera Icons shall allow the operator the following functionality via the Graphical integration module:

- View Live feed from multiple cameras
  - Trigger snapshot storage
  - Trigger recording storage
  - View Playback of individual or multiple cameras
  - View alarm footage
- The Fire Zone icons shall allow the operator to initiate an Emergency Unlock sequence
- The Alarm Zone icons shall allow the operator to arm and disarm select panels from the software user interface The 3<sup>rd</sup> Party hardware shall be monitored via a series of ACS Integration Modules.
- The ACS integration modules shall include, but not be limited to the following:
  - A CCTV integration server that shall support, but not be limited to the following CCTV systems:
    - Dedicated micros
    - Mirasys N Series
    - Ganz
    - IndigoVision
- The Integration Server shall provide the following base functions:
  - An Integration Wizard shall be used to set up each CCTV system with its relevant settings.
  - An integration Wizard shall be used to create user defined CCTV system actions that each CCTV system shall perform upon initiation by the Integration server. These User defined actions shall include, but not be limited to the following:
    - Snapshot storage
    - Recording Storage
    - Email to user
    - Initiate presets on PTZ cameras
  - An Integration wizard shall be used to link the user defined CCTV system actions with ACS system events. This shall enable the recording of CCTV footage for any ACS system event that is generated. The recording shall occur on a single event, or a combination of events based on the following selection criteria:
    - ACS Event
    - ACS tagholder
    - ACS Zone
    - ACS location
    - ACS reader
    - ACS Tag used
- A Server that shall interrogate the ZP3 and ZP5 Fire panels for all panel configuration and automatically populate the ACS database with the relevant data.
- The Fire Zones shall be represented on the Graphical integration module x by Zone Icons. A alarm system Integration Server that shall interrogate the NX-8E panels for all panel configuration and automatically populate the ACS database with the relevant data.
- The alarm Zones shall be represented on the Graphical integration module x by Zone Icons.
- The Graphical Integration module shall be used to graphically display the following standard ACS information via a plan-view schematic: A Base Map of the ACS installation site Buildings Building floors Access control hardware Configured Alarm inputs User Configured relays Events Transactions Alarms Messages Door Status

Upon selecting an ACS hardware device and right-clicking it, there shall be menu items facilitate the following: Open doors Trigger locked mode Trigger emergency mode Monitor door

- The Graphical Integration module shall allow the operator to perform the following functions via the module menu Translate the software Define alarm response criteria by the following of a combination of the following:
  - Acknowledge by tag
  - Acknowledge by password
  - Acknowledge by entering an operator response Search for tag holder via the following fields: First name Last name Department

#### Displayed Events

Transaction shall be displayed on a tab that includes the following fields:

- Type Time Event Terminal Name Tag Number
- Alarms Alarms shall be displayed on a tab that includes the following fields: Status
- Time Event Zone Location Terminal Input name Acknowledged by Protocol Messages must be displayed on a tab that includes the following fields:
  - Time Message Result
  - Door Status Door Status must be displayed on a tab that includes the following fields: Terminal Zone Location Status Duration
  - System Diagnostic modules

The ACS system software shall provide a hardware diagnostic tool that shall provide the following functionality:

- System Tools System PING – a report of all currently connected ACS devices including RS485 devices or Ethernet devices. Communications test to measure the responsiveness of all ACS devices.
- Firmware Upgrade Tools for upgrading the ACS hardware in the field.
- Miscellaneous tools – Set logical address, Reset memory and set communications port.

### **21.3.9 KVM Keyboard Virtualization Mouse**

Kernel-based Virtual Machine (KVM) is an open source [virtualization](#) technology for Linux® operating systems. With KVM, Linux can function as a [hypervisor](#) that runs multiple, isolated [virtual machines \(VMs\)](#).

KVM was announced in 2006 and merged into the [Linux kernel](#) a year later. Many open source virtualization technologies, including Red Hat's virtualization portfolio, depend on KVM as a component.

Virtualization, which lets you run an operating system (OS) within another OS, is possible thanks to hypervisors. A hypervisor pools computing resources—like processing, memory, and storage—and reallocates them among VMs. A hypervisor can run multiple VMs at once, manage them, and support the creation of new ones. The physical hardware, when used as a hypervisor, is called the host, while the many VMs that use its resources are guests.

Hypervisors need operating system-level components—such as a memory manager, process scheduler, input/output (I/O) stack, device drivers, security manager, a network stack, and more—to run VMs. KVM has all these components because it's part of the Linux kernel. Every VM is

implemented as a regular Linux process, scheduled by the standard Linux scheduler, with dedicated virtual hardware like a network card, graphics adapter, CPU(s), memory, and disks.

Virtualization makes it possible to quickly start and stop different operating system environments on a single piece of hardware, bringing a host of benefits to your IT ecosystem.

#### Flexibility

You can divide a host machine into multiple VMs and allocate resources where they are needed. This way, you can maximize space, power consumption, and maintenance by hosting multiple VMs on a single piece of physical hardware.

#### Speed

Because VM configurations are defined by software, VMs are quick to create, remove, clone, and migrate. You can control a VM remotely, and you can automate the management of VMs.

#### Compatibility

You can use VMs to run software that wasn't released for your OS. For example, you can launch an older operating system in a VM so you can keep existing software running on modern hardware.

#### Stability and safety

VMs also have safety advantages because each VM runs separately. A VM can become unstable without affecting the host OS or other VMs on the same host. You can test a new configuration without risking a compromise to your entire system.

With KVM, a VM is a Linux process, scheduled and managed by the kernel. VMs running with KVM benefit from the performance features of Linux, and users can take advantage of the fine-grained control provided by the Linux scheduler. KVM also brings features related to security, storage, hardware support, and live migration.

#### Security boundaries with SELinux and sVirt

KVM uses a combination of [Security-Enhanced Linux \(SELinux\)](#) and [sVirt](#) for enhanced VM security and isolation. SELinux establishes security boundaries around VMs. sVirt extends SELinux's capabilities, allowing Mandatory Access Control (MAC) security to be applied to guest VMs and preventing manual labeling errors.

#### Storage flexibility

KVM is able to use any storage supported by Linux, including some local disks and [network-attached storage \(NAS\)](#). KVM also supports shared file systems so VM images may be shared by multiple hosts.

### Support for multiple hardware architectures

KVM can run on a wide variety of hardware platforms. When used as part of [Red Hat Enterprise Linux 9](#), KVM is supported with 64-bit AMD, Intel, and ARM architectures, as well as IBM z13 systems and later.

### Live migration

KVM supports [live migration](#), which is the ability to move a running VM between physical hosts with no noticeable service interruption. The VM remains powered on, network connections remain active, and applications continue to run while the VM is relocated. KVM also saves a VM's current state so it can be stored and resumed later.

#### **21.3.10 Uninterrupted Power Supply Unit (UPS)**

Uninterrupted Power Supply Unit (UPS) 8 KVA+ (EBM) External Battery Module 15 to 20 min running time.

Output power capacity: **8 kVA**, Output power: 6400 W, Noise level: 55 dB. Battery technology: Sealed Lead Acid (VRLA), Typical backup time at full load: 6.3 min, Typical backup time at half load: 17.9 min. Product colour: Black. Weight: 110.9 kg. Package weight: 129.1 kg

#### **21.4 GENRAL REQUIREMENTS:**

##### **21.4.1 The Tenderers must:**

- (i) be registered with PSIRA as an accredited supplier and installer of security equipment and proof of registration must be included as prescribed by Section 21 of the Private Security Industry Regulation Act, Act 56 of 2001.
- (ii) include a brochure containing the specifications of all the equipment to be provided as proof that the bidder can deliver the required equipment to enable technical evaluation.
- (iii) supply full accreditation letters
- (iv) Prior to maintenance the maintenance supply a full specification sheet for all products that are listed in the bill of quantities. The specification sheet must support each individual specification to prove compliance.
- (v) **A certified copy of minimum A+ or N+ IT Training Certificate of the Project Manager;**
- (vi) 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.
- (vii) **attach the installation methodology and Quality control information to the tender document including the design diagram.**
- (viii) **provide a project implementation plan inclusive of time frames and milestones.**
- (ix) The potential bidders should state their call – out rates on any unplanned maintenance works, that is identify the faulty component or part and thereafter fix the defective component within the contract duration.

**Failure to submit proof of afore mentioned returnable documents may lead to disqualification.**

##### **21.4.2 Technical Specifications Comparison**

Where possible the successful bidder will be required to divulge in detail, of previous or current ACS that he/she has conducted maintenance – on and which are similar to the existing ACS system that is being used by the Newcastle Municipality.

This may be done by means of comparing the technical specifications of the equipment within this tender document with the brochure and model number and serial numbers of equipment.

Furthermore the successful service provider may be required to develop a maintenance plan (indicating the service interval period and associated cost thereof)

**The ACS that is in operation:**

- **Make**
- **Model**

## **22. BID EVALUATION PROCEDURE**

The bid shall be evaluated in five (5) stages as follows:-

Stage 1: Administrative compliance

Stage 2: Mandatory requirements

Stage 3: Functionality criteria

Stage 4: Pricing Schedule

Stage 5: Objective criteria

### **Stage 1: Administrative compliance**

The Municipality has prescribed minimum administrative requirements that must be met by the bidders, to determine if the bid qualifies to be recognized as an acceptable bid, for further evaluation. In this regard administrative compliance will be carried out to determine whether the bidder's bid comply with the set minimum requirements on administration.

- Water and lights account in the name of tendering entity
- Tax Status, CSD registration
- Verification if not listed under tender defaulters.
- Signing of MBD 1
- Declaration of interest – MBD 4
- All forms must be completed in full.

### **Stage 2: Mandatory Requirements**

For a service provider to go through to the next stage (Functionality test) the following is compulsory.

| MANDATORY CRITERIA                                                                                                                                                                                                                                                                         | YES/NO |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|--|
| Proof of registration with Private Security Regulation Act (PSIRA – Act 56 of 2001)<br><br><b><u>Portfolio of evidence:</u></b> <ul style="list-style-type: none"> <li>• A valid proof of registration with PSIRA – a certified copy will be acceptable as proof of affiliation</li> </ul> |        |  |
|                                                                                                                                                                                                                                                                                            |        |  |

### Stage 3: Functionality Criteria

Due to the highly technical nature of the System defined hereunder, the need for technical expertise in order to integrate additions within the extensive Electronic access control system as will be the case after the system functionality upgrade, and the fact that Newcastle Municipality would require support from the successful Tenderer in terms of services, component spares and repairs for an extended period of at least three(3)years after expiry of the guaranteed period, the following criteria shall be the minimum requirements to qualify for consideration for the award of this tender.

Only those tenderers who achieve the minimum number of Functionality evaluation points of 70 (or greater) will be eligible to have their tenders further evaluated.

The functionality criteria and maximum score in respect of each of the criteria are as follows:  
[functionality evaluation criteria will be based on four (4) weighted criterions]

| CRITERIA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Point breakdown                                                                                                                                              | Maximum Points |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| <p><b>1. Tenderer`s Experience</b><br/>Bidders' experience on similar projects: Repairs and Maintenance of Access Control System &amp; CCTV Surveillance System.</p> <p><b><u>The portfolio of evidence</u></b><br/>Bidders must submit letters of appointment or purchase orders and reference letters (for successfully completed project) to claim points. 10 points for each project and the portfolio of evidence is as follows:</p> <ol style="list-style-type: none"> <li><b>The reference letter to be provided must bear client`s letter head with the client's company's stamp and must include the contract period, the type of maintenance services provided, contact person and contact number, contract value.</b></li> <li><b>AND</b></li> <li><b>The approved appointment letter for current or previous contracts or purchase order</b></li> </ol> <p><b>NB: the above supporting documents must bear the client`s letter head with the client's company's stamp and must indicate the contract duration, contract value, type of maintenance services provided, contact person and contact details</b></p> | <p>- 10 for each project up to four projects</p> <p><b>* Portfolio of evidence must be of similar nature and size</b></p>                                    | 40             |
| <p><b>2 Schedule of Key Personnel</b><br/>The below – mentioned personnel must appear on the entity's organogram or project organogram and be on full-time appointment</p> <p><b>2.1 Project Manager/Team Leader</b><br/>To furnish a CV with a suitable IT or Electronics qualification in CompTia (A+) Core Series or CompTia Network(N+) equivalent to NQF Level 5 or higher: plus, the following years of experience in the field</p> <ul style="list-style-type: none"> <li>Minimum of 4 years' experience on EACS systems and above qualification = 30 points</li> <li>3 – 4 years = 24 points</li> <li>2 – 3 years = 18 points</li> <li>1 – 2 years = 12 points</li> <li>0 – 1 years = 06 points</li> <li>Without any experience = 0 points</li> </ul> <p><b>(qualification must be recognized by South African Qualifications Authority – SAQA)</b></p> <p><b><u>Portfolio of evidence:</u></b></p>                                                                                                                                                                                                                  | <p>30 points for a minimum of 4 years' experience</p> <p><b>Pro-rata system will apply on point allocation for level of experience less than 4 years</b></p> | 45             |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                     |                  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| CV with certified copies of qualification certificates and demonstrating a minimum of four years' experience in the above-mentioned field                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                     |                  |
| <p><b>2.2 Qualified Technicians</b></p> <p>To furnish a CV with a suitable IT or Electronics qualification in CompTia (A+) Core Series or CompTia Network(N+) equivalent to NQF Level 3 or higher; plus, the following years of experience in the field-</p> <ul style="list-style-type: none"> <li>• Minimum of 3 years' experience on EACS systems and above qualification = 15 points</li> <li>• 2 – 3 years = 10 points</li> <li>• 1 – 2 years = 5 points</li> <li>• 0 – 1 years = 3 points</li> <li>• Without any experience = 0 points</li> </ul> <p><b>(qualification must be recognized by South African Qualifications Authority – SAQA)</b></p> <p><b>Portfolio of evidence:</b></p> <p>CV with certified copies of qualification certificates and demonstrating a minimum of three years' experience in the above-mentioned field</p>                                                                                                                                    | <p><b>15 points for a minimum of 3 years' experience</b></p> <p><b>Pro-rata system will apply on point allocation for level of experience less than 3 years</b></p> |                  |
| <p><b>3. Health &amp; Safety Plan</b></p> <p>Please produce a detailed Health and Safety Plan, in line with applicable terms and conditions of the Occupational Health and Safety Act (85 of 1993) and covering at least the following:</p> <ul style="list-style-type: none"> <li>(i) Proper risk assessment of works, risk items, work methods and procedures in terms of Regulation;</li> <li>(ii) Pro-active identification of potential hazards and unsafe working conditions;</li> <li>(iii) Provision of a safe working environment and equipment;;</li> <li>(iv) Statement of methods to ensure the health and safety of sub-contractors, employees and visitors to the site, including safety training in hazardous &amp; risky areas;</li> <li>(v) Monitoring health and safety on the site of works on a regular basis and keeping of records and register as provided.</li> </ul> <p>2 points for each factor – mentioned above and zero points for non-submission.</p> | <p><b>10 points for a comprehensive health and safety plan.</b></p> <p><b>2 points for each item</b></p>                                                            | <p><b>10</b></p> |
| <p><b>4. Project Implementation Plan</b></p> <p>The brief project description and Project Gantt Chart covering the following:</p> <ul style="list-style-type: none"> <li>(i) Site inspection and assessment;</li> <li>(ii) Installation layout and design plan;</li> <li>(iii) Commissioning, testing and integration of equipment installed;</li> <li>(iv) Project milestones inclusive of costing thereof;</li> <li>(v) Handing over of equipment and training;</li> </ul> <p>1 point for each factor – mentioned above and zero points for non-submission.</p>                                                                                                                                                                                                                                                                                                                                                                                                                   | <p><b>05 points for a comprehensive project implementation plan</b></p> <p><b>1 point for each item</b></p>                                                         | <p><b>5</b></p>  |
| <p><b>TOTAL</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <p><b>100 POINTS</b></p>                                                                                                                                            |                  |
| <p><b>MINIMUM QUALIFYING PERCENTAGE</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <p><b>70 PERCENT</b></p>                                                                                                                                            |                  |

Service providers that submitted acceptable bids and that score at least **70%** on functionality will be evaluated further.

**Glossary: Breakdown on how evaluation criteria will be weighted:**

1. Tenderer's Experience:

Schedule: Experience of Tenderer on Similar Projects

The service providers are to furnish details on previous successfully completed projects as well as current projects of a similar nature\* where copies of reference letters and appointment letter or copies of purchase orders (allocation of points: 10 points for each project up to four projects).

**\* projects of a similar nature= supply, repair and installation of EACS equipment and projects of a size = rand value ranging between R600 000 to R800 000**

**NB: Response with 4 successful completed projects = 40 Points; which means 10 points for each project and zero for non - disclosure**

2. Project Organogram and Experience of Key Staff

Schedule: Proposed Organisation and Staffing or Schedule: Key Personnel

The tenderer must attach to this schedule the proposed composition of their staffing structure and their respective CVs to enable scoring.

The scoring will be as follows :

2.1 Project Manager or Team Leader

Full – time employee that have suitable IT or Electronic qualifications in N+ or A+ at NQF level 5 or higher with four (4) years relevant experience on EACS systems and a Project Manager with four (4) years' experience in EACS installations= 30 Points.

**(Pro-rata system will apply on point allocation for level of experience less than 4 years)**

2.2 Qualified Technician

Full – time employee that have suitable IT or Electronic qualifications in N+ or A+ at NQF level 3 or higher with three (3) years relevant experience on EACS systems and a Project Manager with three (3) years' experience in EACS installations= 15 Points.

**(Pro-rata system will apply on point allocation for level of experience less than 3 years)**

3. Health & Safety

Schedule: Contractor's Health and Safety Plan **(see page 73)**

A detailed health and safety plan in line with applicable terms and conditions of Occupational Health and Safety Act (85 of 1993), Acceptable Statement provides a brief description for at least the following:

- A proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations;
- Pro-active identification of potential hazards and unsafe working conditions;
- Provision of a safe working environment and equipment;
- Statements of methods to ensure the health and safety of subcontractors, employees and visitors to the site, including safety training in hazards and risk areas (Regulation 5);
- Monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided.

**(10 points for a detailed health and safety plan covering at least covering the above issues and Zero points for non – submission)**

#### **4. Project Implementation Plan**

Schedule: Project Implementation Plan (refer to page 74)

Acceptable statement provides a brief description for at least the following:

- Site inspection and assessment;
- Installation layout and design plan;
- Commissioning, testing and integration of equipment installed;
- Project milestones inclusive of costing thereof;
- Handing over of equipment and training.

**(05 points will be allocated for submitting detailed Project Implementation Plan covering the minimum afore mentioned deliverables and Zero points will be allocated for non – submission)**

#### **Stage 4: Preferential Pricing Schedule**

Bids will be adjudicated in terms of the Preferential Procurement Regulations, 2022 pertaining to Preferential Procurement Policy Framework Act, 5/2000 and other applicable legislations and will be based on 80/20 points scoring system. Preference points will be awarded to service providers based on Reconstruction and Development Programme - Government Gazette: 16085 (1994) initiatives.

**The bids will be valid for a period of one hundred and eighty (180) days from bid closing date.**

The Council reserves the right to accept all, some, or none of the bids submitted, either wholly or in part and it is not obliged to accept the lowest bid.

#### **Stage 5: Objective criteria**

In terms of Preferential Procurement Regulation 11 and section 2(1) (f) of the Preferential Procurement Policy Framework Act, the following are the objective criteria:

- The risk of fruitless and wasteful expenditure to Newcastle Local Municipality;
- The risk of Irregular expenditure to Newcastle Local Municipality;
- The risk of poor project and contract management on existing project with Newcastle Local Municipality;
- The risk of an abnormally low bid; and
- The risk of a material irregularity.

The Municipality reserves a right to apply objective evaluation criteria should the recommended bidder pose any of the above-mentioned risks after assessment, Newcastle Local Municipality after ascertaining sufficient information will not make an award to the bidder exposing the Municipality to one or more of the above-mentioned risks.

### **23. PRICING SCHEDULE**

**NOTE:**

1. All delivery costs **MUST** be included in the bid price, for delivery at the prescribed destination.
2. Document **MUST** be completed in non-erasable black ink.
3. **NO** correction fluid/tape may be used. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
4. The Bidder **MUST** indicate whether he/she/the entity is a registered VAT Vendor or not.
  - In the case of the Bidder not being a registered VAT Vendor, both columns (amount/rate excluding AND including VAT) must reflect the same amount.

I / We \_\_\_\_\_

(full name of Bidder) the undersigned in my capacity as \_\_\_\_\_

of the firm \_\_\_\_\_

hereby offer to Newcastle Municipality to render the services as described, in accordance with the specification and conditions of contract to the entire satisfaction of the Newcastle Municipality and subject to the conditions of tender, for the amounts indicated hereunder:

|                                                    | INDICATE WITH AN „X“ |  |  |  |  |           |  |  |  |  |
|----------------------------------------------------|----------------------|--|--|--|--|-----------|--|--|--|--|
| <b>Are you/is the firm a registered VAT Vendor</b> | <b>YES</b>           |  |  |  |  | <b>NO</b> |  |  |  |  |
| <b>If “YES”, please provide VAT number</b>         |                      |  |  |  |  |           |  |  |  |  |

#### **Escalation of Offer Prices in percentage**

(Prices will be fixed for first 12 months and thereafter subject to escalation)

Expected escalation of prices after 12 months ..... %

Expected escalation of prices after 24 months ..... %

|                       |  |                     |  |
|-----------------------|--|---------------------|--|
| <b>Name of Bidder</b> |  |                     |  |
| <b>Signature</b>      |  | <b>Name (print)</b> |  |
| <b>Capacity</b>       |  | <b>Date</b>         |  |

## 23.2 **BILL OF QUANTITIES:**

The following equipment needs to be repaired or replaced:

- Server laptop,
- Door Controller,
- Biometric reader,
- POE switch,
- Hard drive,
- Turnstile Glass Wing,
- Door closure unit.

Supplied and delivery and installation of the following:

- 8 KVA UPS
- KVM

Upgrade/renewal of the following:

- software licenses.

## 3.1 **NEWCASTLE CIVIC CENTRE: MAINTENANCE COSTS**

| ITEM NO | EQUIPMENT DESCRIPTION            | UNIT PRICE INCL VAT | QUANTITY/ NUMBER | TOTAL PRICE INCL VAT |
|---------|----------------------------------|---------------------|------------------|----------------------|
| 1.      | SERVER/ LAPTOP DISPLAY UNIT      |                     |                  |                      |
| 2.      | DOOR CONTROLLER                  |                     |                  |                      |
| 3.      | TWIN TERMINAL FINGERPRINT READER |                     |                  |                      |
| 4.      | 24 PORT POE SWITCH               |                     |                  |                      |
| 5.      | DOOR CLOSURE UNIT                |                     |                  |                      |
| 6.      | 4 TB HARD DRIVE                  |                     |                  |                      |
| 7.      | TURNSTILE GLASS WING             |                     |                  |                      |
| 8.      | SOFTWARE LICENSES                |                     |                  |                      |
| 9.      | KVM                              |                     |                  |                      |
| 10      | 8KVA UPS                         |                     |                  |                      |
| 11.     | OTHER ID                         |                     |                  |                      |
| 12.     | OTHER ID                         |                     |                  |                      |
| 13.     | OTHER ID                         |                     |                  |                      |

|     |                                |     |     |          |
|-----|--------------------------------|-----|-----|----------|
| 14. | OTHER ID                       |     |     |          |
| 15. | LABOUR                         | /HR | HRS |          |
|     | <b>TOTAL COST<br/>INCL VAT</b> |     |     | <b>R</b> |

### 3.2. OTHER RELATED FINANCIAL COSTS

|                                             |                                                   |
|---------------------------------------------|---------------------------------------------------|
| Development of a Scheduled Maintenance Plan | R _____ C _____<br>(VAT Incl.)                    |
| System Operations Training Costs            | R _____ C _____<br>(VAT incl. rate per employee)  |
| Call out rates on unscheduled maintenance   | R _____ C _____<br>(VAT incl. rate per kilometer) |
|                                             | R _____ C _____<br>(VAT incl. Technician rate)    |
|                                             | During working hours between Monday to Friday     |
|                                             | R _____ C _____<br>(VAT incl. rate per kilometer) |
|                                             | R _____ C _____<br>(VAT incl. Technician rate)    |
|                                             | On Saturday                                       |
|                                             | R _____ C _____<br>(VAT incl. rate per kilometer) |
|                                             | R _____ C _____<br>(VAT incl. Technician rate)    |
|                                             | On Sunday or Public Holidays                      |

CONTRACT/ENQUIRY  
TENDER FORM

In the response to the Enquiry dated ..... 20...., I/we hereby offer supply, deliver, offloading, testing and commission the goods / services detailed hereunder in accordance with the Specification and subject to the Council's General Conditions of Contract and Special Conditions of Contract which accompanies the Enquiry (with which I / we acknowledge myself / ourselves to be fully acquired) at the prices (s) stated in the appropriate column below.  
We understand that the quantities bellow are individual prices, which will be used to obtain products as and when required throughout the term of this contract. Quantities will differ from time to time dependent on the requirements and budget.

Tenderer: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
NAME OF SIGNATORY (BLOCK LETTERS)

\_\_\_\_\_  
CAPACITY

**24. SCHEDULE OF SIMILAR WORK EXPERIENCE OF THE BIDDER**

| Employer<br>(Name, Tel, Fax, Email) |  | Contact person<br>(Name, Tel, Fax, Email) |  | Nature of Work | Value of Work<br>(Incl. Vat) | Date Completed |
|-------------------------------------|--|-------------------------------------------|--|----------------|------------------------------|----------------|
| Name                                |  | Name                                      |  |                |                              |                |
| Tel                                 |  | Tel                                       |  |                |                              |                |
| Fax                                 |  | Fax                                       |  |                |                              |                |
| Email                               |  | Email                                     |  |                |                              |                |
| Name                                |  | Name                                      |  |                |                              |                |
| Tel                                 |  | Tel                                       |  |                |                              |                |
| Fax                                 |  | Fax                                       |  |                |                              |                |
| Email                               |  | Email                                     |  |                |                              |                |
| Name                                |  | Name                                      |  |                |                              |                |
| Tel                                 |  | Tel                                       |  |                |                              |                |
| Fax                                 |  | Fax                                       |  |                |                              |                |
| Email                               |  | Email                                     |  |                |                              |                |
| Name                                |  | Name                                      |  |                |                              |                |
| Tel                                 |  | Tel                                       |  |                |                              |                |
| Fax                                 |  | Fax                                       |  |                |                              |                |
| Email                               |  | Email                                     |  |                |                              |                |

Attach additional pages if more space is required.

|                                                                                |  |
|--------------------------------------------------------------------------------|--|
| Number of sheets appended by the tenderer to this schedule (If nil, enter NIL) |  |
|--------------------------------------------------------------------------------|--|

|                       |  |                     |  |
|-----------------------|--|---------------------|--|
| <b>Name of Bidder</b> |  |                     |  |
| <b>Signature</b>      |  | <b>Name (print)</b> |  |
| <b>Capacity</b>       |  | <b>Date</b>         |  |
|                       |  |                     |  |
|                       |  |                     |  |

## 25. CHECKLIST

**PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE BID DOCUMENT:**

| No. | Description                                                                                                                                                       | Yes/No |  |    |  |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|--|----|--|
|     |                                                                                                                                                                   | Yes    |  | No |  |
| 1   | <b>MBD 1 Invitation to Bid</b><br>Is the form duly completed and signed?                                                                                          | Yes    |  | No |  |
| 2   | <b>Authority to Sign a Bid</b><br>Is the form duly completed and is a certified copy of the resolution attached?                                                  | Yes    |  | No |  |
| 3   | <b>MBD 3.1 - Pricing Schedule – Firm Prices (Purchases)</b><br>Is the form duly completed and signed?                                                             | Yes    |  | No |  |
| 4   | <b>MBD 3.2 - Pricing Schedule – Non-Firm Prices (Purchases)</b><br>Is the form duly completed and signed?                                                         | Yes    |  | No |  |
| 5   | <b>MBD 4 Declaration of Interest</b><br>Is the form duly completed and signed?                                                                                    | Yes    |  | No |  |
| 6   | <b>MBD 6.1 Preference Points Claim Form</b><br>Is the form duly completed and signed?                                                                             | Yes    |  | No |  |
| 7   | <b>Is a CERTIFIED copy of the B-BBEE Certificate or the original B-BBEE Certificate or affidavit attached?</b>                                                    | Yes    |  | No |  |
| 8   | <b>MBD 8 Declaration of Past Supply Chain Practices</b><br>Is the form duly completed and signed?                                                                 | Yes    |  | No |  |
| 9   | <b>MBD 9 Certificate of Independent Bid Determination</b><br>Is the form duly completed and signed?                                                               | Yes    |  | No |  |
| 10  | <b>Certificate of Payment of Municipal Accounts</b><br>Is a certified copy of the latest (i.e. not older than three months) Municipal Account Statement attached? | Yes    |  | No |  |
| 11  | <b>Experience of Bidder</b><br>Is the form duly completed with relevant experience detailed and signed?                                                           | Yes    |  | No |  |
| 12  | <b>Central Supplier Database</b><br>Is proof of registration attached?                                                                                            | Yes    |  | No |  |

|                       |  |                     |  |
|-----------------------|--|---------------------|--|
| <b>Name of Bidder</b> |  |                     |  |
| <b>Signature</b>      |  | <b>Name (print)</b> |  |
| <b>Capacity</b>       |  | <b>Date</b>         |  |