



CITY OF TSHWANE METROPOLITAN MUNICIPALITY

TENDER NUMBER:

ES 03-2021/22

| | |
|----------------------------|--|
| TENDER DESCRIPTION: | TENDER FOR THE SUPPLY, DELIVERY AND OFFLOADING OF EMERGENCY MEDICAL EQUIPMENT TO THE CITY OF TSHWANE EMERGENCY SERVICES DEPARTMENT: THREE-YEAR PERIOD, AS AND WHEN REQUIRED, FROM 1 MAY 2022 |
|----------------------------|--|

NAME OF BIDDER:

CSD NUMBER:

VENDOR NUMBER (WHERE APPLICABLE)

Prepared by:
City of Tshwane Metropolitan Municipality
C de Wet Centre
175 Es'kia Mphahlele Drive
Pretoria West
0001
Tel: 012 358 9999

BID CLOSING DATE

28 October 2021

Only bidders registered on the central supplier database (CSD) and with a CSD number will be considered for this tender, as this is a requirement from the National Treasury.



CITY OF TSHWANE METROPOLITAN MUNICIPALITY

DEPARTMENT: EMERGENCY SERVICES DEPARTMENT

Bids are hereby invited from suppliers for the following bid:

| Bid number | Description | Department | Contact person | Compulsory briefing session | Closing date |
|---------------|--|-------------------------------|-------------------------------|-----------------------------|--------------------------|
| ES 03-2021/22 | TENDER FOR THE SUPPLY, DELIVERY AND OFFLOADING OF EMERGENCY MEDICAL EQUIPMENT TO THE CITY OF TSHWANE EMERGENCY SERVICES DEPARTMENT: THREE-YEAR PERIOD, AS AND WHEN REQUIRED, FROM 1 MAY 2022 | EMERGENCY SERVICES DEPARTMENT | Robin Charles 012 358 2237 | N/A | 28 October 2021 at 10:00 |

THE DOCUMENT IS DOWNLOADABLE FROM CITY OF TSHWANE WEBSITE AND E-PORTAL TENDER.

Each quotation shall be enclosed in a sealed envelope that bears the correct identification details and shall be placed in the tender box located at:

**Procurement Advice Centre
C De Wet Centre
175 Es'kia Mphahlele Drive (previously DF Malan Drive)
Pretoria West
0183**

Documents must be deposited in the bid box not later than **10:00 on 28 October 2021** when bids will be opened in public.

Please note that briefing sessions will not be held for this tender. Bidders must contact the following officials for any enquiries:

- Technical enquiries: Robin Charles (012 358 2237 or robinc@tshwane.gov.za)
- Supply chain enquiries: Khodani Mudziwa (012 358 8029 or khodanim@tshwane.gov.za)

Bids will remain valid for a period of 90 days after the closing date.

Bids received after the closing date and time will not be considered. The City of Tshwane does not bind itself to accept the lowest or any other bid in whole or in part.

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VERY IMPORTANT NOTICE ON DISQUALIFICATIONS

A bid that does not comply with the peremptory requirements stated hereunder will be regarded as not being an “acceptable bid”, and such a bid will be rejected. An “acceptable bid” means any bid which, in all respects, complies with the conditions of the bid and the specifications as set out in the bid documents, including the conditions as specified in the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and related legislation as published in *Government Gazette 22549*, dated 10 August 2001, in terms of which provision is made for this policy.

1. If any pages have been removed from the bid document and have therefore not been submitted or if a copy of the original bid document has been submitted.
2. If the bid document is completed using a pencil. Only black ink must be used to complete the bid document.
3. The bidder attempts to influence or has in fact influenced the evaluation and/or awarding of the contract.
4. The bid has been submitted after the relevant closing date and time.
5. If any bidder who, during the last five years, has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
6. The accounting officer must ensure that, irrespective of the procurement process followed, no award may be given to a person –
 - (a) who is in the service of the state;
 - (b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or
 - (c) who is an advisor or consultant contracted to the municipality in respect of a contract that would cause a conflict of interest.
7. Bid offers will be rejected if the bidder or any of his/her directors are listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004) as a person prohibited from doing business with the public sector.
8. Bid offers will be rejected if the bidder has abused the City of Tshwane supply chain management system.
9. Failure to complete and sign the certificate of independent determination or disclosure of wrong information.

Failure to comply with the above will lead to immediate disqualification.

Bidder

CERTIFICATE OF AUTHORITY FOR SIGNATORY

Status of concern submitting tender (delete whichever is not applicable):

COMPANY/PARTNERSHIP/ONE-PERSON BUSINESS/CLOSE CORPORATION/JOINT VENTURE

A. COMPANY

If the bidder is a company, a certified copy of the resolution of the board of directors that is personally signed by the chairperson of the board, authorising the person who signs this bid to do so and to sign any contract resulting from this bid, and any other documents and correspondence in connection with this bid or contract on behalf of the company, must be submitted with this bid.

An example is shown below:

By resolution of the board of directors on 20.....,
Mr/Ms has been duly
authorised to sign all documents in connection with
Bid Number

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS

DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1.

2.

B. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

| Full name of partner | Residential address | Signature |
|-----------------------------|----------------------------|------------------|
| | | |
| | | |
| | | |

We, the undersigned partners in the business trading as, hereby authorise to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid or contract on our behalf.

.....
Signature **Signature** **Signature**

.....
Date **Date** **Date**

C. ONE-PERSON BUSINESS

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

.....
Signature **Date**

D. CLOSE CORPORATION

In the case of a close corporation submitting a bid, a certified copy of the founding statement of such corporation shall be included with the bid with a resolution by its members, authorising a member or other official of the corporation to sign the documents and correspondence in connection with this bid or contract on behalf of the company.

An example is shown below:

By resolution of the members at the meeting on 20..... at , Mr/Ms , whose signature appears below, has been duly authorised to sign all documents in connection with Bid Number

SIGNED ON BEHALF OF THE CLOSE CORPORATION:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1.

 2.

E. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this bid offer in joint venture and hereby authorise Mr/Ms , authorised signatory of the company..... , acting in the capacity of the lead partner, to sign all documents in connection with the bid offer and any contract resulting from it on our behalf.

| NAME OF FIRM | ADDRESS | DULY AUTHORISED SIGNATORY |
|--------------|---------|---|
| Lead partner | | Signature: Name: Designation: |
| | | Signature: Name: Designation: |
| | | Signature: Name: Designation: |
| | | Signature: Name: Designation: |

SPECIFICATION OR TERMS OF REFERENCE

EMERGENCY SERVICES DEPARTMENT

THIS TENDER INVOLVES THE:

TENDER FOR THE SUPPLY, DELIVERY AND OFFLOADING OF EMERGENCY MEDICAL EQUIPMENT TO THE CITY OF TSHWANE EMERGENCY SERVICES DEPARTMENT: THREE-YEAR PERIOD, AS AND WHEN REQUIRED, FROM 1 MAY 2022

BID NUMBER

(ES 03-2021/22)

1. INTRODUCTION AND PURPOSE

Supply, delivery and off-loading of emergency medical equipment to Emergency Services Department for the period of three (3) years, on an as and when required basis from 1 May 2022.

2. BACKGROUND

- How was this bid/project identified?

With the cessation of the agency agreement between GPG-EMS and CoT ESD and provincialisation in July 2018, CoT ESD now must make sole provision for the purchase of emergency medical equipment which were part of the agency agreement. Emergency medical equipment are an essential life-saving therapy which is critical in the provision of emergency medical treatment.

- The aim and objectives of the project
To ensure consistent and steady supply of emergency medical equipment thereby not negatively impacting service delivery of emergency medical services to the community of CoT.
- The leading department must indicate the location of the project.
This product will be utilised Tshwane wide.
- Are there any permissions/approvals required? If so, by whom, including landowners.
South African Health Products Regulatory Authority (SAHPRA)
- Who will benefit directly and indirectly from this bid/project and how?
All who receive emergency medical treatment from CoT: Emergency Medical Services

- What control and monitoring measures are envisaged?
Emergency medical equipment are issued on the vehicle where qualified and trained staff will be utilising the equipment according to their scope.

3. PROJECT SCOPE

It is the intent of the City of Tshwane Emergency Services Department that these specifications cover the supply, delivery and off-loading of emergency medical equipment.

With a view of obtaining the best results and the most acceptable product for service in the Emergency Services Department, these specifications cover only the general requirements. Minor details of materials where not otherwise specified are left to the discretion of the bidder, who shall be solely recognised as being the exclusive responsibility of the Supplier.

All medical equipment shall be new and of the highest quality. They shall be protected from damage; any damaged, flawed or defaced items shall be rejected and replaced at a cost to the supplier.

The Supplier shall warrant that the equipment, shall be of the highest grade, in accordance with the best practices and ready and complete for full operation.

Bidders to attach comprehensive data specification sheets per Section.

| SECTION 1: OXYGEN AND REGULATORS | |
|--|--|
| <p>ITEM 1: PIN INDEX REGULATOR WITH HIGH FLOW FEMALE HAYER FITTING</p> <p>Specifications:</p> <ol style="list-style-type: none"> 1. Dial Click Stop Constant Flow with Pressure Gauge to Register Cylinder Pressure 2. Oxygen will be delivered through Click Stop, Hand Dial Marked 0-25 l/min. 3. Construction: Outer body = Aluminium, Inner Liner = Brass 4. Regulator must be supplied 3 x BODOC seals. 5. Pressure Dial to be protected by a rubber type ring. The device must be able to operate input pressure of at least 200 bars. 6. Outlet pressure at Hayer must be 3 – 6 Bar. 7. Supplied complete with Male/ female connection. 8. Must carry 2 years Warranty | <p>Comprehensive data specification sheet must be attached.</p> <p>DETAIL OF OFFER (to be completed by Bidder)</p> <hr/> <hr/> <hr/> <hr/> <hr/> |

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| <p>ITEM 2: ENTONOX REGULATOR, DEMAND VALVE, TUBING & PATIENT MASK</p> <p>Specifications:</p> <ol style="list-style-type: none"> 1. Construction = Chrome/Aluminium, Inner Liner = Brass 2. Inlet Pressure = 139 Bar 3. Pin Index A Inlet 4. Supplied with Entonox Demand Valve with Tubing and Transparent Patient Mask. 5. Must be supplied with a chrome/stainless steel tailpiece. 6. Must carry a 2-year Warranty. | <p>Comprehensive data specification sheet must be attached.</p> <p>DETAIL OF OFFER (to be completed by Bidder)</p> <hr/> <hr/> <hr/> <hr/> |
| <p>ITEM 3: OXYGEN CYLINDER SIZE "F" PIN INDEX</p> <p>Specifications:</p> <ol style="list-style-type: none"> 1. Aluminium or Steel "F" cylinder 2. Pin Index Yoke fitting 3. Must comply with international safety standards and acceptable by South African Oxygen Gas supply companies. (Add SANS standards) 4. Must have high pressure oxygen booster pump compatibility. | <p>Comprehensive data specification sheet must be attached.</p> <p>DETAIL OF OFFER (to be completed by Bidder)</p> <hr/> <hr/> <hr/> |

ITEM 4: OXYGEN CYLINDER SIZE "D" PIN INDEX

Specifications:

Aluminium or Steel "D" cylinder with or without built in regulator. If built in regulator, must be able to be refilled via oxygen re-filling station.

1. Pin Index Yoke fitting (If not supplied with built in regulator)
2. Must comply with international safety standards and acceptable by South African Oxygen Gas supply companies.
3. Must have high pressure oxygen booster pump compatibility.

Comprehensive data specification sheet must be attached.

DETAIL OF OFFER (to be completed by Bidder)

SECTION 2: DIAGNOSTICS AND DISPOSABLES

ITEM 5: GENERAL USE STETHOSCOPE (DOUBLE TUBE)

Specifications:

1. General use, lightweight stethoscope with non-chill rims.
2. Latex free, flexible, tubing.
3. Must incorporate a facility to auscultate both high and low frequency sounds. (Eg: Diaphragm and bell)

Comprehensive data specification sheet must be attached.

DETAIL OF OFFER (to be completed by Bidder)

ITEM 6: ANEROID SPHYGMOMANOMETER (BLOOD PRESSURE APPARATUS, MULTI-CUFF SET)

Comprehensive data specification sheet must be attached.

Specifications:

1. Full set Adult, Paediatric, Neonatal, and Adult Leg and Adult Thigh cuffs with bladders.
2. Pressure gauge to measure blood pressure, inflating hand bulb.
3. Must include one carrying case to accommodate all cuff sizes and pressure gauge/s simultaneously. Must include an inflator /deflator bulb, regulatory valve and gauge to be attached as a single unit, enabling the apparatus to be used with one handle.
4. Device must be highly durable and shock resistant and utilize a highly durable and washable material.
5. Device must meet and/or exceed the following international standards: ANSI/AAMI SP10-2003 EN 1060-1: 1996 EN 1060-2: 1996

DETAIL OF OFFER (to be completed by Bidder)

ITEM 7: TACTICAL ARTERIAL TOURNIQUET

Comprehensive data specification sheet must be attached.



Specifications:

Routing buckle plus Velcro strap

Windlass rod

Windlass clip

Windlass strap

Stabilization plate

One handed application all weather performance

Small and cost effective

DETAIL OF OFFER (to be completed by Bidder)

Package: L16cm x W6cm x D4cm

Open Length: 950cm

Weight: 76grams

ITEM 8: HEAVY DUTY RESCUE SCISSORS

Specifications:

1. Heavy-Duty, Rescue Scissors, suitable for Emergency Medical Care and Rescue of Patients in the Pre-Hospital environment.
2. Stainless Steel Fully Hardened.
3. Item must have a serrated non-slip cutting edge and plastic finger counter holder



Comprehensive data specification sheet must be attached.

DETAIL OF OFFER (to be completed by Bidder)

ITEM 9: SPENCER WELLS ARTERY FORCEPS 18

Specifications:

1. 18 cm length artery forceps must be made of surgical stainless steel with 2-lock function.
2. Straight blades

Comprehensive data specification sheet must be attached.

DETAIL OF OFFER (to be completed by Bidder)

ITEM 10: SPENCER WELLS ARTERY FORCEPS 12

Specifications:

1. 12 cm length artery forceps must be made of surgical stainless steel with 2-lock function.
2. Straight blades

Comprehensive data specification sheet must be attached.

DETAIL OF OFFER (to be completed by Bidder)

ITEM 11: PRESSURE INFUSION BAG

Specifications:

Must be made of Latex free Easy-to-clean plastic material.

1. Must be able to be dried and reused instantly
Transparent; allowing fluid volume to be observed at all times Replaceable components must be available to be brought separately if needed (e.g. Bulb, gauge etc.)
2. Bag must be able to be opened instantly via the Velcro strap for rapid deflation

Comprehensive data specification sheet must be attached.

DETAIL OF OFFER (to be completed by Bidder)

3. Must include an accurate shock-resistant manometer for easy pressure measurement determination
4. Must be available in three sizes – 500ml, 1000ml and 3000ml Must be suitable for adult and paediatric patients Must have a long life-expectancy (>5 years) Requires a 2-year guarantee against manufacturing defects

ITEM 12: BACTERIAL/VIRAL FILTER (DISPOSABLE)

Specifications:

1. Filter must be small and compact for use in the pre-hospital environment.
2. Must conform to the following Specifications:
Bacterial and Viral Filtration Efficiency: 99, 9999%.
3. Volume not to exceed 40ml. Weight not to exceed 30g.
4. Filtration surface not to exceed 300cm².
5. Sterile Packed, Single Patient Use, Recommended Use = 24hrs.

Connections: 22M/15F – 22F/15M.

Comprehensive data specification sheet must be attached.

DETAIL OF OFFER (to be completed by Bidder)

ITEM 13: BEDPAN

Specifications:

Comprehensive data specification sheet must be attached.

1. Must be made of cardboard / plastic with a lid.
Dimensions: Approximately 375 X 310 X 70 mm

DETAIL OF OFFER (to be completed by Bidder)

ITEM 14: INFRARED THERMOMETER (STANDARD)

Specifications:

1. Measures body temperature from 89.6°F to 108.5°F
2. (32.0°C to 42.5°C) without contact
3. No Contact
4. Accurate to 0.5°F (0.3°C) with 0.1°F/°C resolution
5. Adjustable alarm alerts user visually and audibly when temperature exceeds programmed limit
6. Optimum measurement distance of 1.9" to 5.9" (5 to 15cm)
7. Measures surface temperature from 32°F to 140°F
8. (0.0°C to 60.0°C)
9. Fast response (0.5 seconds)
10. press the trigger and read temperature on the large backlit LCD display
11. Memory stores up to 32 readings for easy recall
12. Complete with 2 AA batteries

Comprehensive data specification sheet must be attached.

DETAIL OF OFFER (to be completed by Bidder)

**ITEM 15: SPLASH PROOF SAFETY SPECTACLES
(SUN GLASS TYPE)**

Specifications:

1. Must have transparent lenses that are splash proof laterally and anteriorly against bodily secretions and fluids.
2. Must fit comfortably over spectacles and must not fall off during physical activity and/or movement.
3. Non-Disposable plastic splash proof safety spectacles.
4. Must have inter-changeable colour plastic lenses.
5. Frame must be made of durable plastic, must be non-transparent and side-arms must be adjustable to ensure correct fit

Comprehensive data specification sheet must be attached.

DETAIL OF OFFER (to be completed by Bidder)

ITEM 16: HAND-HELD PULSE OXIMETER

Specifications:

1. Portable battery (AA or AAA) operated hand-held durable cell phone size, pulse oximeter.
2. Oxygen saturation range 0-100%. Pulse rate range 20-300 beats per minute.
3. Accuracy 70-95% approx. 3% of full scale. Operating temperature 0 – 50 degrees Celsius.
4. Weight = less than 1 Kg
5. Must include carrying case with durable zip to accommodate accessories.
6. Must include two probes (one adult and one paediatric) for saturation measurements – non-disposable.
7. Visual display must be illuminated for low-light viewing and display pulse rate and quality with plethysmograph wave form and percentage oxygen saturation.
8. Replacement Paediatric Pulse Oximeter Probe
9. Replacement Adult Pulse Oximeter Probe

Comprehensive data specification sheet must be attached.

DETAIL OF OFFER (to be completed by Bidder)

ITEM 17: GLUCOMETER

Specifications:

1. SIZE: 97.8 x 46.8 x 19.1 mm
2. WEIGHT: 50 g
3. FAST: Results in 5 seconds
4. MEMORY: 500 test results
5. Protective zipper pouch
6. Just two buttons are used to operate the meter, for intuitive handling.
7. Large and easy-to-read display.
8. The visual double check lets you see your recent test result.
9. Fulfils 100 % of the accuracy requirements of DIN EN ISO 15197:2013.
10. Date and time are preset for faster setup.
11. Changing the battery does not mean losing the date and time settings.
12. Visual colour check: Plausibility check option with 5 colour blocks on the test strip vial
13. Test strip stability & availability: 18 months after production date. The test strips remain stable at least up to the expiry date printed on the test strip vial, even after opening (the test strip container must be closed tightly after each test strip is removed)

Comprehensive data specification sheet must be attached.

DETAIL OF OFFER (to be completed by Bidder)



ITEM 18: GLUCOMETER TEST STRIPS

- Sealed container with blood glucose test strips that is compatible with the glucose monitor Specified in Item 17.
- Test strip stability & availability: 18 months after production date. The test strips remain stable at least up to the expiry date printed on the test strip vial, even after opening (the test strip container must be closed tightly after each test strip is removed)

Comprehensive data specification sheet must be attached.

DETAIL OF OFFER (to be completed by Bidder)

ITEM 19: PUPIL TORCH WITH PUPIL GAUGE

Specifications:

1. Button push type
2. Pupil gauge
3. Lamp type: lens end lamp 2.2v,0.5
4. Luminous flux: 4.8LM
5. Power requirement: 3 Volts two AAA size battery
6. Dimensions (75mm x 90mm x 30 mm) weight 40g

Comprehensive data specification sheet must be attached.

DETAIL OF OFFER (to be completed by Bidder)

ITEM 20: MAGILL FORCEPS (ADULT SIZE) 50

- 1. Right-handed instrument
- 2. Angled in two planes
- 3. The application of this instrument is to manoeuvre the ET tube in nasal intubations.
- 4. The forceps' grip surface is serrated.

Comprehensive data specification sheet must be attached.

DETAIL OF OFFER (to be completed by Bidder)

ITEM 21: MAGILL FORCEPS (CHILD/ INFANT SIZE)

- 1. Right-handed instrument
- 2. Angled in two planes
- 3. The application of this instrument is to manoeuvre the ET tube in nasal intubations.
- 4. The forceps' grip surface is serrated.

Comprehensive data specification sheet must be attached.

DETAIL OF OFFER (to be completed by Bidder)

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SECTION 3: BAGS

ITEM 22: PARAMEDIC DRUG BAG

Minimum Specifications:

- 1. Length= 40cm Width=30cm Height= 10cm Clear PVC pocket with clear card holder on the front of bag.
- 2. Must have a heavy-duty zip around the outside of bag that can be locked using a small padlock or security seal.
- 3. Handles made of webbing.
- 4. The bag should be able to carry about 50 different medication types that can be separately stored for easy identification.
- 5. A facility for the storing of syringes and needles must be provided.
- 6. Entire bag must be well padded to prevent breakages of drug ampules.
- 7. Rear side of bag to be marked in reflective material with the department logo (photograph/ artwork to be supplied).

Comprehensive data specification sheet must be attached.

DETAIL OF OFFER (to be completed by Bidder)

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ITEM 23: INTERMEDIATE LIFE SUPPORT DRUG BAG

Comprehensive data specification sheet must be attached.

Specifications:

1. Minimum Specifications: Length= 32cm Width=20cm Height= 7.5cm Clear PVC pocket with clear card holder on the front of bag.
2. Must have a heavy-duty zip around the outside of bag that can be locked using a small padlock or security seal.
3. 2 handles made of webbing
4. The bag should be able to carry about 20 different medication types that can be separately stored for easy identification.
5. A facility for the storing of syringes and needles must be provided.
6. Entire bag must be well padded to prevent breakages of drug ampules.
7. Front side of bag to be marked in reflective material with the department logo (photograph/ artwork to be supplied).

DETAIL OF OFFER (to be completed by Bidder)

ITEM 24: MEDICAL JUMP BAG - ALS SIZE

GENERAL DESCRIPTION:

A medical jump bag that is designed to carry personal emergency medical equipment to the side of a patient in a prehospital environment.

OPERATIONAL REQUIREMENTS:

1. Durable bag which shall allow for detailed organization of Advanced Life Support equipment and supplies.
2. The bag shall when fully open, allow for easy access to all equipment.
3. Supplies and equipment to be organized and stored into separate compartments. It is preferable that these compartments be colour coded for ease of identification and access.
4. Interior compartments to be constructed of heavy-duty nylon or similar material with either transparent vinyl interior compartment windows or identification labels.
5. A minimum of three zippered side pockets to be present on the outside of the bag.

Comprehensive data specification sheet must be attached.

DETAIL OF OFFER (to be completed by Bidder)

6. Bag to have conventional reinforced carry handles as well as a facility to carry the bag over either one or both shoulders. (Ergonomic, padded shoulder straps and back panel for comfort during transport)
7. Reflective tape (reflectivity to be retained when wet) to be present on all sides of the bag.
8. Foam-lined construction maintains pack shape and protects contents
9. Blood and Pathogen Resistant material
10. Must include Departmental Logo (photograph / artwork will be supplied)
11. Nonfading Nylon or equivalent material construction to allow for visibility, strength, durability and easy decontamination.
12. YKK zips or equivalent zips to be used. (Zips are robust and hold a lifetime warranty/Guarantee)
13. All stitching to be boxed and crossed.
14. Carry handle and shoulder straps to be cross-stitched and heavy duty.
15. Bag to be water resistant, with a protective inner layer throughout.
16. All materials shall be washable.
17. The following items to be supplied as standard items:
18. Drug/Medication Bag/s
19. IV Bags with IV cannula slots
20. Airway Management Bag
21. Colour: green/yellow
22. Capacity: between 50 000 to 60 000 in3 (3600 in3)
23. size: H:73 x W:45 x D:17 (29X18X7inc)

SECTION 4: SPINAL IMMOBILISATION AND FRACTURE EQUIPMENT

ITEM 25: SPINAL BOARD ADULT – PLASTIC

Specifications:

Comprehensive data specification sheet must be attached.

1. Full length adult plastic spine board: Length approx. 185cm, Width approx. 40cm.
2. Load Capacity = minimum 150Kg repeatedly whilst board is supported only at the head and feet.
3. Must be made of strong plastic and sealed with a smooth finish.
4. Minimum of 12 handholds around the board and support runners on the under-side (inside) of the board.
5. Must be able to be used in any weather condition (e.g. hot and cold) and within water without any loss of innate strength and/or load capacity.
6. Must include a test certificate regarding the ability of the spinal board to carry a capacity of 150Kg loads on repeated occasions whilst being supported only at the head and feet.

DETAIL OF OFFER (to be completed by Bidder)

- ITEM 26: PATIENT RESTRAINING DEVICE (SPIDER HARNESS)**
- Specifications:
1. Heavy Duty Nylon straps, Minimum width of 50mm.
 2. Must have Velcro-straps buckles (Quick-Release) to securely strap patients to spinal boards and scoop stretchers. Configured similar to a spider harness.
 3. Straps at both ends need to be at approximately a 45-degree angle to the centre line.
 4. The three straps across the body must be able to secure a patient with a waist circumference of a minimum of 110cm.
 5. Strap Positions: Shoulder strap (45 degrees), Chest strap, Pelvic strap, Knee strap and Foot strap (45 degrees)
 6. Straps to be colour coded to ensure ease of operation.

Comprehensive data specification sheet must be attached.

DETAIL OF OFFER (to be completed by Bidder)

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| <p>ITEM 27: PELVIC SPLINT (SMALL)</p> <p>Pelvic splint allows the E M S. practitioner to stabilize, move and transfer an adult patient in the pre-hospital care environment.</p> <p>CONSTRUCTION</p> <p>The outer material must be durable and not be affected by extreme moisture, temperature and/or over exposure to either hard and/or sharp objects.</p> <p>Specifications:</p> <ol style="list-style-type: none"> 1. LENGTH: Sized to fit adult patients (without any cutting and/or trimming) 2. WIDTH: Sized to fit adult patients (without any cutting and/or trimming) <p>MAXIMUM COMPRESSION</p> <ol style="list-style-type: none"> 1. Must not allow a compression force of more than 15Kg. 2. Compression must be controlled by use of an Auto Stop Buckle or equivalent. 3. The Pelvic Splint shall be constructed from a stretchable, washable and long-lasting material e.g. neoprene which will provide a circumferential force of not greater than 15kgs that is the scientifically proven safe and effective force in the treatment of pelvic fractures. 4. The Pelvic Splint must be durable and not affected by extremes of moisture, temperature and/or over exposure to hard or soft objects. 5. Front of the splint must be narrow and tapered to facilitate urinary catheterization, interventional radiology, external fixation and abdominal surgery. 6. Must be able to be rapidly applied to the patient by a single emergency care practitioner. Instructions for use must be printed on the posterior side of the device 7. The Pelvic Splint must be radiolucent, MRI safe and cleanable for re-use with common detergents and/or antimicrobial solutions. 8. The device shall carry a two-year guarantee | <p>Comprehensive data specification sheet must be attached.</p> <p>DETAIL OF OFFER (to be completed by Bidder)</p> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> |
| <p>ITEM 28: PELVIC SPLINT (MEDIUM)</p> | <p>Comprehensive data specification sheet must be attached.</p> |

1. Pelvic splint allows the medical practitioner to stabilize, move and transfer an adult patient in the pre-hospital care environment.
2. The outer material must be durable and not be affected by extreme moisture, temperature and/or over exposure to either hard and/or sharp objects.

Specifications:

LENGTH: Sized to fit adult patients (without any cutting and/or trimming)

WIDTH: Sized to fit adult patients (without any cutting and/or trimming)

MAXIMUM COMPRESSION

Must not allow a compression force of more than 15Kg. Compression must be controlled by use of an Auto Stop Buckle or equivalent.

CONSTRUCTION

1. The Pelvic Splint shall be constructed from a stretchable, washable and long-lasting material e.g. neoprene which will provide a circumferential force of not greater than 15kgs that is the scientifically proven safe and effective force in the treatment of pelvic fractures.
2. The Pelvic Splint must be durable and not affected by extremes of moisture, temperature and/or over exposure to hard or soft objects.
3. Front of the splint must be narrow and tapered to facilitate urinary catheterization, interventional radiology, external fixation and abdominal surgery.
4. Must be able to be rapidly applied to the patient by a single emergency care practitioner. Instructions for use must be printed on the posterior side of the device
5. The Pelvic Splint must be radiolucent, MRI safe and cleanable for re-use with common detergents and/or antimicrobial solutions

DOCUMENTATION

1. A full set of operating and technical manuals shall be supplied in the English language.

The device shall carry a two-year guarantee

DETAIL OF OFFER (to be completed by Bidder)

ITEM 29: PELVIC SPLINT (LARGE)

1. Pelvic splint allows the medical practitioner to stabilize, move and transfer an adult patient in the pre-hospital care environment.
2. The outer material must be durable and not be affected by extreme moisture, temperature and/or over exposure to either hard and/or sharp objects.

Specifications:

Comprehensive data specification sheet must be attached.

DETAIL OF OFFER (to be completed by Bidder)

1. LENGTH: Sized to fit adult patients (without any cutting and/or trimming)

2. WIDTH: Sized to fit adult patients (without any cutting and/or trimming)

MAXIMUM COMPRESSION

1. Must not allow a compression force of more than 15Kg.

2. Compression must be controlled by use of an Auto Stop Buckle or equivalent.

CONSTRUCTION

1. The Pelvic Splint shall be constructed from a stretchable, washable and long-lasting material e.g. neoprene which will provide a circumferential force of not greater than 15kgs that is the scientifically proven safe and effective force in the treatment of pelvic fractures.

2. The Pelvic Splint must be durable and not affected by extremes of moisture, temperature and/or over exposure to hard or soft objects.

3. Front of the splint must be narrow and tapered to facilitate urinary catheterization, interventional radiology, external fixation and abdominal surgery.

4. Must be able to be rapidly applied to the patient by a single emergency care practitioner.

5. Instructions for use must be printed on the posterior side of the device.

6. The Pelvic Splint must be radiolucent, MRI safe and cleanable for re-use with common detergents and/or antimicrobial solutions.

DOCUMENTATION

1. A full set of operating and technical manuals shall be supplied in the English language.

2. The device shall carry a two-year guarantee

ITEM 30: PELVIC SPLINT (X-LARGE)

1. Pelvic splint allows the E M S. practitioner to stabilize, move and transfer an adult patient in the pre-hospital care environment.

2. The outer material must be durable and not be affected by extreme moisture, temperature and/or over exposure to either hard and/or sharp objects.

Specifications:

1. LENGTH: Sized to fit adult patients (without any cutting and/or trimming)

2. WIDTH: Sized to fit adult patients (without any cutting and/or trimming)

MAXIMUM COMPRESSION:

1. Must not allow a compression force of more than 15Kg.

Comprehensive data specification sheet must be attached.

DETAIL OF OFFER (to be completed by Bidder)

2. Compression must be controlled by use of an Auto Stop Buckle or equivalent.

CONSTRUCTION

1. The Pelvic Splint shall be constructed from a stretchable, washable and long-lasting material e.g. Neoprene which will provide a circumferential force of not greater than 15kgs that is the scientifically proven safe and effective force in the treatment of pelvic fractures.
2. The Pelvic Splint must be durable and not affected by extremes of moisture, temperature and/or over exposure to hard or soft objects.
3. Front of the splint must be narrow and tapered to facilitate urinary catheterization, interventional radiology, external fixation and abdominal surgery.
4. Must be able to be rapidly applied to the patient by a single emergency care practitioner.
5. Instructions for use must be printed on the posterior side of the device.
6. The Pelvic Splint must be radiolucent, MRI safe and cleanable for re-use with common detergents and/or antimicrobial solutions.

DOCUMENTATION

1. A full set of operating and technical manuals shall be supplied in the English language.
2. The device shall carry a two-year guarantee

NB. All four pelvic splints must fit in one carry case/bag

ITEM 31: LONG SPLINTS – LEG

Specifications:

1. Rolled splint manufactured from a thin core of aluminium alloy, sandwiched between two layers of closed cell foam.
2. The splint must be exceptionally pliable and when bent into a simple curve, it becomes strong and supportive for any fractured or injured limb.
3. The splint must be soft enough to cut with ordinary household scissors.
4. The material must be compatible with all standard cleaning solutions
5. Must be able to be adapted to fit on any limb
6. Reusable
7. Can be rolled or folded for easy storage in emergency kits/backpacks
8. Radiolucent (does not have to be removed for X-rays)
9. Waterproof
10. Dimensions: 11cm*92cm,

Comprehensive data specification sheet must be attached.

DETAIL OF OFFER (to be completed by Bidder)

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| <p>ITEM 32: SHORT SPLINTS – ARM</p> <p>Specifications:</p> <ol style="list-style-type: none"> 1. Rolled splint manufactured from a thin core of aluminium alloy, sandwiched between two layers of closed cell foam. 2. The splint must be exceptionally pliable and when bent into a simple curve, it becomes strong and supportive for any fractured or injured limb. 3. The splint must be soft enough to cut with ordinary household scissors. 4. Can be rolled or folded for easy storage in emergency kits/backpacks 5. Radiolucent (does not have to be removed for X-rays) 6. Waterproof 7. Dimensions: 11cm*46cm | <p>Comprehensive data specification sheet must be attached.</p> <p>DETAIL OF OFFER (to be completed by Bidder)</p> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> |
| <p>ITEM 33: ADULT (SINGULAR) FEMORAL TRACTION SPLINT</p> <p>A lightweight femoral traction splint for use in the pre-hospital environment.</p> <p>OPERATIONAL REQUIREMENTS</p> <p>The unit shall be capable of singular immobilization and traction of a fractured femur.</p> <p>The unit should be easily applied. (One-person application) Nothing to assemble – always ready to use.</p> <p>Incorporate an articulating ischial perineal cushion that is comfortable and conforms to the pelvis, simplifying pelvic procedures.</p> <p>The unit should be adjustable for a range to fit up to an adult over 2m tall.</p> | <p>Comprehensive data specification sheet must be attached.</p> <p>DETAIL OF OFFER (to be completed by Bidder)</p> <hr/> <hr/> <hr/> <hr/> <hr/> |

The unit should be able to be applied with minimum movement of the leg.

Specifications:

1. All lightweight aluminium and stainless steel construction.
2. Compact to allow for easy storage.
3. Telescoping frame for adjusting length.
4. All points of possible contact with patient to be protected to prevent pressure injury.
5. Complete with carry case.
6. It must have a heel stand.

DOCUMENTATION

A full set of operating and technical manuals shall be supplied in the English language.

The device should be carrying a guarantee of at least 2 years.

ITEM 34: PAEDIATRIC (SINGULAR) FEMORAL TRACTION SPLINT

A lightweight femoral traction splint for use in the pre-hospital environment.

OPERATIONAL REQUIREMENTS

1. The unit shall be capable of immobilization and traction of fractured femurs.
2. The unit should be easily applied. (One-person application) nothing to assemble – always ready to use.

Specifications:

Incorporate an articulating ischial perineal cushion that is comfortable and conforms to the pelvis, simplifying pelvic procedures.

CONSTRUCTION

1. All lightweight aluminium and stainless steel construction.
2. Compact to allow for easy storage.
3. Telescoping frame for adjusting length.

Comprehensive data specification sheet must be attached.

DETAIL OF OFFER (to be completed by Bidder)

4. All points of possible contact with patient to be protected to prevent pressure injury.
5. It must have a heel stand
6. Complete with carry case.

DOCUMENTATION

A full set of operating and technical manuals shall be supplied in the English language. The device should be carrying a guarantee of at least 2 years.

ITEM 35: AIR-SPLINT (No Standard applied)

1. Ready to use – inflates in seconds.
2. Made of double walled transparent vinyl plastic that comfortably shapes itself to the contours of the limb.
3. Immobilizes, cushions and protects injured limbs so that victim can be transported safely and easily.
4. Completely washable and reusable.
5. Transparent – splint needs not to be removed for X-Rays.
6. The splints must be packaged in a protective carry-bag with multiple sizes, girths, and lengths.



Comprehensive data specification sheet must be attached.

DETAIL OF OFFER (to be completed by Bidder)

ITEM 36: HEAD BLOCK UNIVERSAL STABILIZATION SYSTEM

Specifications:

1. Can be used as a stand-alone head stabilization system.
2. A large ear hole in each head support shall be present to allow for easy monitoring of patients ears for bleeding or drainage.

Comprehensive data specification sheet must be attached.

DETAIL OF OFFER (to be completed by Bidder)

3. Attachment base system that allows for the head blocks to be attached to a trauma board or scoop stretcher.
4. Reusable head and chin straps which are fully adjustable for length (preferably with Velcro attachment to the head blocks).
5. Device shall be X-ray lucent and should have minimal interference with MRI, or CT scanning procedures.
6. Non-disposable item.
7. Shall be applied with minimum movement of the cervical spine.
8. Complete system must consist of contoured head blocks, a base pad with adhesion to secure the blocks and the head and chin straps.
9. Blocks shall be constructed of plastic-coated closed cell foam which shall prevent bacterial growth within components.
10. Shall not absorb blood or body fluids.
11. Easily cleaned and not affected by adverse weather conditions (moisture).
12. Weight not to exceed 0.75 kg-1kg.
13. Dual-purpose head supports are tapered on one side so they can be used with a flat backboard or scoop stretcher.
14. The colour of the device shall be available in a suitable colour as requested.

SECTION 5: AIRWAY MANAGEMENT

ITEM 37: PEEP VALVE AND PEEP VALVE DIVERTOR ATTACHMENT

Specifications:

1. Must be compatible with the Manual Resuscitators
2. Must adjust from 5cm-20cm of H₂O.
3. Must fit BVM using a universal fitting.
4. Must be constructed of clear plastic.
5. Must be fully auto cleavable

Comprehensive data specification sheet must be attached.

DETAIL OF OFFER (to be completed by Bidder)

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| <p>ITEM 38: LARYNGOSCOPE + 5 BLADES</p> <p>Specifications:</p> <p>Must come complete with both an Adult and Child Laryngoscope Handles each with a built-in fibre optic LED bulb. (i.e. 2 separate handles)</p> <p>Constructed of high quality stainless steel.</p> <p>The following Blades must be supplied:</p> <p> Size 0 Straight</p> <p> Size 1 Curved</p> <p>Must be supplied in a carry bag/box with spare bulbs. Minimum Warranty = 2 years</p> | <p>Comprehensive data specification sheet must be attached.</p> <p>DETAIL OF OFFER (to be completed by Bidder)</p> <hr/> <hr/> <hr/> <hr/> |
| <p>ITEM 39: INFANT BAG VALVE MASK RESUSCITATOR</p> <p>Specifications:</p> <ol style="list-style-type: none"> 1. Usage for neonates, infants up to 10kg 2. Shall allow for single-handed operation. 3. Bag capable of rapid and full re-expansion. 4. Swivel connector present to allow for changing angle of operation. 5. Function not affected by extremes of temperature (high/ low temperatures.) 6. Allows for oxygen inlet via oxygen tubing. 7. Maximum bag volume of 240 ml. 8. Maximum stroke volume of 240 ml. 9. Face mask shall provide a leak proof seal. Mask sizes to be supplied with each item, size 1. 10. Compatible with diverter fitting valve to accept standard external PEEP. 11. W/pop-off minimum of 30 cm H2O. 12. Silicone or PVC. 13. Shall have a reservoir bag. (Minimum of 600 ml) 14. Must be supplied in a soft carrying bag/case. 15. May be stored in any configuration without losing its shape and /or functional capability. <p>DOCUMENTATION</p> <p>A set of operating manuals must be supplied in the English language.</p> | <p>Comprehensive data specification sheet must be attached.</p> <p>DETAIL OF OFFER (to be completed by Bidder)</p> <hr/> <hr/> <hr/> <hr/> <hr/> |
| <p>ITEM 40: CHILD BAG VALVE MASK RESUSCITATOR</p> | <p>Comprehensive data specification sheet must be attached.</p> |



Specifications:

1. Usage for Paediatric (child) 10 -20Kg
2. Shall allow for single-handed operation.
3. Bag capable of rapid and full re-expansion.
4. Swivel connector present to allow for changing angle of operation.
5. Function not affected by extremes of temperature (high/ low temperatures.)
6. Allows for oxygen inlet via oxygen tubing.
7. Maximum bag volume of 500 ml.
8. Maximum stroke volume of 350 ml.
9. Face mask shall provide a leak proof seal. Mask sizes to be supplied with each item, size 3.
10. Compatible diverter to accept standard external PEEP fitting.
11. W/pop-off minimum 30 cm H2O.
12. Silicone or PVC.
13. Shall have a reservoir bag. (Minimum 1500 ml)
14. Must be supplied in a soft carrying bag/case.
15. May be stored in any configuration without losing its shape and/or functional capability.
16. DOCUMENTATION
17. A set of operating manuals must be supplied in the English language.

DETAIL OF OFFER (to be completed by Bidder)

ITEM 41: ADULT BAG VALVE MASK RESUSITATOR

Specifications:

1. Shall allow for single-handed operation.
2. Bag capable of rapid and full re-expansion.
3. Swivel connector present to allow for changing angle of operation with standard 22mm outer diameter and 15mm internal diameter fittings.
4. Function not affected by extremes of high/ low temperatures.
5. Allow for oxygen inlet via oxygen tubing.
6. Bag volume not less than 1500 ml.
7. Stroke volume does not exceed 1000 ml.
8. Face mask shall be clear and provide a leak proof seal. Standard 22mm Internal Diameter. Mask

Comprehensive data specification sheet must be attached.

DETAIL OF OFFER (to be completed by Bidder)

sizes 4 and 5 to be supplied with each individual item.

9. Compatible with diverter fitting to accept standard external PEEP.
10. Silicone or PVC.
11. Oxygen enrichment reservoir bag. (Minimum 2600 ml)
12. Must be supplied in a carrying bag/case.
13. May be stored in any configuration without losing its shape and /or functional capability.

DOCUMENTATION

A set of operating manuals shall be supplied in the English language.

ITEM 42: INTRODUCER (3 SIZES ADULT, CHILD & INFANT)

- Includes Adapter Type 15 mm and Luer lock
- Frova Intubating Introducer1
- Stiffening cannula1
- Rapi-Fit® adapter (15 mm connector)
- Rapi-Fit adapter (Luer lock connector)

Comprehensive data specification sheet must be attached.

DETAIL OF OFFER (to be completed by Bidder)

SECTION 6: STRETCHERS

ITEM 43: ZIP STRETCHER

The zip stretcher allows the emergency practitioner to move, lift, carry and transfer an adult patient in the pre-hospital care environment.

Comprehensive data specification sheet must be attached.

DETAIL OF OFFER (to be completed by Bidder)

The PVC / vinyl shall resist abrasions, acid, formaldehyde, blood stains, as well as extreme temperatures.

Specification:

1. LENGTH: 1.75 m
2. WIDTH: 0.60 m
3. MAXIMUM LOAD CAPACITY: 136 kg
4. HANDLE

The device shall have 8 load bearing built-in cross-stitched carrying handles.

ZIP

The central durable YKK zip must run across the length of the device and be at least 15mm longer than the device at the loosening end of the zip to allow locking mechanism to be unlocked which will allow the stretcher to be separated.

CONSTRUCTION

The Zip Stretcher shall be constructed from Heavy – duty PVC / Vinyl and all joins should be load bearing and cross-stitched with nylon.

The Zip must be covered by the constructed material which should not cause inconvenience to the patient when the stretcher is parted.

DOCUMENTATION

A full set of operating and technical manuals shall be supplied in the English language.

The device shall carry a two-year guarantee

ITEM 44: DOUBLE –FOLD POLE STRETCHER

Combination folding pole stretcher designed to serve as a rugged stretcher with spreader bars and legs that provide support and comfort. Fold lengthwise and crosswise for compact storage.

OPERATIONAL REQUIREMENTS

NATO style folding emergency pole stretcher, simple flat lightweight aluminium frame stretcher and heavy –duty, vinyl – coated nylon.

Comprehensive data specification sheet must be attached.

DETAIL OF OFFER (to be completed by Bidder)

SPECIFICATIONS

- 1. LENGTH OF STRETCHER: 229 cm
- 2. WIDTH OF STRETCHER: 47 cm
- 3. HEIGHT: 16 CM
- 4. WEIGHT: 8 KG
- 5. MAXIMUM LOAD CAPACITY: 159 kg

CONSTRUCTION

The lightweight aluminium frame provides long- term durability, while the vinyl-coated nylon cover wears well and is easy to clean and maintain.

Folds in half for compact storage.

Chemical, UV, rust, and corrosion resistant.

Two, quick-release patient restraint straps shall be 45mm nylon webbing.

7. DOCUMENTATION

A full set of operating and technical manuals shall be supplied in the English language.

ITEM 45: SCOOP STRETCHER

Portable scoop stretcher for moving, immobilizing, lifting, and carrying adults in the pre-hospital care environment.

The stretcher allows the EMS practitioner to place a stretcher beneath the patient without moving the patient, therefore reducing the risk of further injury.

SPECIFICATION

- 1. LENGTH OPEN: 166cm
- 2. LENGTH FOLDED: 120cm
- 3. WIDTH OPEN: 43cm
- 4. HEIGHT OPEN: 7cm
- 5. HEIGHT FOLDED: 9cm
- 6. WEIGHT: 7kg
- 7. MAXIMUM LOAD CAPACITY: 159kg
- 8. FOLDING: Must fold for compact storage
- 9. ADJUSTABLE LENGTH: The unit shall have telescoping tubes allow length adjustments to fit patients of various heights.
- 10. FOOT FRAME: The unit should have a narrow foot frame for handling in confined areas. Foot

Comprehensive data specification sheet must be attached.

DETAIL OF OFFER (to be completed by Bidder)

frame handles to be tapered upwards to allow ease of lifting.

CONSTRUCTION

All aluminium construction which folds in half for storage and separates into two halves for application and removal.

Open centre which permits X-ray of patient.
 Built in handholds.
 Locking length adjustment latches which snap into place.
 End latch hinges which separate and join two halves.

DOCUMENTATION

A full set of operating and technical manuals shall be supplied in the English language.

The device shall carry a minimum of a Two-year guarantee

ITEM 46: VACUUM STRETCHER



The image shows a red vacuum stretcher, which is a medical device used for immobilizing patients. It consists of a red inflatable mat with black straps and buckles. A white vacuum pump is connected to the mat via a tube. A black carry bag is also visible next to the mat.

- Weight: 5kg
- Dimensions: 212x75x70cm
- Dimensions folded: 70x60x37cm
- Load bearing weight: 159kg
- Must include carry bag and vacuum pump (hand or foot)

Comprehensive data specification sheet must be attached.

DETAIL OF OFFER (to be completed by Bidder)

ITEM 47: PORTABLE FOLDABLE BED SCREENS WITH STAND/WEELS

- Superior size:168H X 244H

Comprehensive data specification sheet must be attached.

- Supplied with rod & curtain

DETAIL OF OFFER (to be completed by Bidder)

SECTION 7: ELECTRICAL EQUIPMENT

ITEM 48: BATTERY AND ELECTRICAL SUCTION UNIT

Comprehensive data specification sheet must be attached.

SPECIFICATIONS:

1. Portable battery operated for pre-hospital use with a carry case Suction Unit.
2. Must have a container for aspirated contents, which is easily disassembled and reassembled.
3. Must include either collection container and/or a disposable inner-liner or collection container should be washable.
4. Must have an overflow safe-guard.
5. Lumen reducing adaptor and carry-case to be included.
6. All attachments must be re-usable and washable.
7. Appropriate High Bore clear suction tubing of at least 10mm internal diameter and non-collapsible

DETAIL OF OFFER (to be completed by Bidder)

with appropriate fittings for both Yankauer and soft suction catheters. Minimum length=1,5M.

Must have:

- a. Vacuum range: 6.7 – 7,3Kpa (30-70mmHg)
- b. Battery operational time: 45 - 60 minutes (High Capacity rechargeable).
- c. Collection capacity: minimum 800ml
- d. Protection for electrical shock
- e. Integrated filter: Internal bacterial filter/fluid shut off.
- f. Electrical requirement: 100-240V AC, 47-63Hz, 0.5A max.12V DC, 33W max
- g. Must include DC connection cable for in vehicle charging with both cigarette lighter and Bosch type fitting.

SECTION 8: AED MONITOR / MACHINE (AUTOMATED EXTERNAL DEFIBRILLATOR) AND REPLACEMENT PARTS

ITEM 49: AED MONITOR / MACHINE (AUTOMATED EXTERNAL DEFIBRILLATOR)

The unit must comply with the following specifications.

- Display 2 lead ECG data & defibrillated energy selection from 25-200 joules, with charge, shock and disarm control
 - Automatic manual defibrillator with manual override
 - Energy sequence: 150,200 joules – Adult and 50 joules for Child
 - Charge Time: Less than 8secs to joules
 - Selectable: Adult: Use selectable from 25-200 joules
Child/infant: Use selectable from 25-100 joules (50 when using DDP -2002 attenuating defibrillation pads)
 - Power: 12V
 - Size-1.4kg-18.5kgx24x5.8cm
 - Capacity: 8hrs continuous operations
 - Pads: Single use, non-polarized, disposable, self-adhesive electrodes with cable & connector.
 - Environmental: Water resistant (battery packs installed)
 - Vibration: Either helicopter, ground, jet air craft
 - Operating/standby: 5%-9.5%
- Protective Bag / Carry Case for the AED monitor

Comprehensive data specification sheet must be attached.

DETAIL OF OFFER (to be completed by Bidder)

ITEM 50: ADULT AED PADS (AUTOMATED EXTERNAL DEFIBRILLATOR)

- One set of Adult Pads: Single use, non-polarized, disposable, self-adhesive electrodes with cable & connector, sealed pack.

Pads must be compatible with the AED monitor / machine specified in Item 49.

Comprehensive data specification sheet must be attached.

DETAIL OF OFFER (to be completed by Bidder)

ITEM 51: PAEDIATRIC AED PADS (AUTOMATED EXTERNAL DEFIBRILLATOR)

- One set of Paediatric Pads: Single use, non-polarized, disposable, self-adhesive electrodes with cable & connector, sealed pack.

Pads must be compatible with the AED monitor / machine specified in Item 49.

Comprehensive data specification sheet must be attached.

DETAIL OF OFFER (to be completed by Bidder)

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| <p>ITEM 52: AED REPLACEMENT BATTERY (AUTOMATED EXTERNAL DEFIBRILLATOR)</p> <ul style="list-style-type: none"> Replacement battery: Disposable, non-rechargeable battery packs 5 year standby battery life <p>Replacement battery must be compatible with the AED specified in Item 49.</p> | <p>Comprehensive data specification sheet must be attached.</p> <p>DETAIL OF OFFER (to be completed by Bidder)</p> <hr/> <hr/> <hr/> |
| <p>ITEM 53: AED REPLACEMENT CABLE (AUTOMATED EXTERNAL DEFIBRILLATOR)</p> <ul style="list-style-type: none"> Replacement cable for the AED (automated external defibrillator) <p>Replacement Cable must be compatible with the AED specified in Item 49.</p> | <p>Comprehensive data specification sheet must be attached.</p> <p>DETAIL OF OFFER (to be completed by Bidder)</p> <hr/> <hr/> <hr/> |
| <p>ITEM 54: AED (AUTOMATED EXTERNAL DEFIBRILLATOR) CALIBRATION</p> <ul style="list-style-type: none"> Annual Calibration of the AED (automated external defibrillator) specified in Item 49. | <p>Comprehensive data specification sheet must be attached.</p> <p>DETAIL OF OFFER (to be completed by Bidder)</p> <hr/> <hr/> <hr/> |

ITEM 55: REPLACEMENT PROTECTIVE CASE / CARRY BAG FOR AED (AUTOMATED EXTERNAL DEFIBRILLATOR)

- Replacement protective case / carry bag for the AED (automated external defibrillator) mentioned in Item 49.

Comprehensive data specification sheet must be attached.

DETAIL OF OFFER (to be completed by Bidder)

SECTION 9: 12-LEAD ECG DEFIBRILLATOR WITH SpO₂, ETCO₂, PACING, TEMPERATURE, NON-INVASIVE BLOOD PRESSURE (NIBP) AND BUILT IN AED FUNCTIONALITY.

ITEM 56: 12-LEAD ECG DEFIBRILLATOR WITH SpO₂, ETCO₂, PACING, TEMPERATURE, NON-INVASIVE BLOOD PRESSURE (NIBP) AND BUILT IN AED FUNCTIONALITY.

1. The unit must comply with an acceptable International Safety Standard such as IEC 60601-1 and 60601-1-2 for Medical Equipment.
2. Units being tendered for must be CE (European Conformity) and US FDA (Food and Drugs Administration) Certified.
3. Proof of certification to be supplied upon delivery.

Specifications:

1. The offering must be a defibrillator and it must include and provide 12-lead ECG monitoring and a strip chart recorder (All 12 leads must be printable on the strip chart paper).
2. It must be robust and must incorporate the latest current and up to date biphasic technology and it must have a proven record for reliability.
3. The unit must operate from battery and must be able to operate from 12V and 220V + 10% 50Hz a.c as well.
4. The unit must be supplied with - minimum 2x batteries, the charger cradle (with deep cycle capability), a 3, 5 and 12 lead ECG cable, a well-designed carry case (with sufficient compartments and space for all accessories), adult and paediatric paddles.

Comprehensive data specification sheet must be attached.

DETAIL OF OFFER (to be completed by Bidder)

5. The re-chargeable batteries must be of a reasonable capacity in order for the unit to deliver a minimum of 25 defibrillations at the maximum setting and provide a minimum of 2 hours ECG monitoring. The unit must provide continued operation on the rechargeable battery power in the event of the 220 Volt power failures.
6. If the re-chargeable battery is completely depleted, the unit must be fully operable on the 220V, 50Hz a. c. supply.
7. The defibrillator, monitor, the strip chart recorder must be integrated into a single unit. The controls on the unit must be distinctly labelled for example as follows:
 - a. Switch on and select energy.
 - b. Charge; Discharge etc.

N.B. Units must have an external power supply and battery charger.

The unit must be portable and must not exceed a maximum weight of 10 kg including all the cables and battery.

8. The unit must have test function manual and do a self-test every time the machine is switched on and this must be saved in the internal memory.
9. Charge time up to maximum energy must be less than 10 seconds.
10. There must be a disarm button on the unit when charge is no longer needed and/or discharge within an acceptable time limit (less than 60 seconds).
11. The unit must incorporate motion tolerant SpO₂.
12. The cable: connector and adult, paediatric finger probe must be included in the final Bid price.
13. The unit must be supplied with non – invasive (NIBP) including all cuff sizes (Thigh large adult, adult, paediatric, infant). All cuffs and hoses must be included in the final Bid price.

NB: Bidder to provide all cuff sizes.

14. The Pacing rate to be a minimum of 30 to 180BPM and the Output Current 30 to 180mA.
15. The defibrillator must operate in the following modes and charge time from 0 to maximum setting
 - a. Synchronous Defibrillation
 - b. Synchronous Cardioversion
16. The machine must default to defibrillation mode at initial switch on, synchronized cardioversion must be selectable separately.
17. The unit must include Pacing, End Tidal Co₂, Temperature, built in AED and all parts/cables thereof in the final Bid price.

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| <p>18. Energy selection controls must be simple to select and the energy charge value must be clearly displayed on a numerical digital display either within the main screen or on a separate display on the front panel.</p> <p>19. Energy selection must be able to accommodate a range of patients (according to the biphasic technology used by the manufacturer).</p> | |
| <p>20. The unit must be viewable from all angles LCD display, and it MUST include a screen protector and/or device, this must be included in the final unit price.</p> <p>21. Energy discharge via defibrillator paddles is mandatory for patient treatment, or test load must only be activated by pressing push buttons on both apex and sternum paddles simultaneously.</p> <p>22. It is desirable that the unit being bid for be equipped with a paddle to patient contact indicator or a screen prompt when contact is not enough.</p> <p>23. External AED pads for Adult and Child.</p> <p>Specifications for alarms and monitoring:</p> <ol style="list-style-type: none"> 1. ECG monitoring must be possible through both the ECG leads and via the defibrillator, paddles and unit must display the ECG lead selected or if the paddles are the source of the ECG and unit must also indicate sync. Mode, should sync mode be selected. N.B. A 3-lead, 5-lead and 12- lead ECG patient cable complete with connector leads 2. The following alarm conditions, which must be displayed, must include low battery, no paper (recorder) and ECG lead off / fault. Device must alarm audibly and visually on violation of user adjustable setting of LOW and HIGH 3. Alarm for all parameters the audible alarm must have an alarm reset, which will temporarily silence audible alarm but not the visible alarm. 4. The machine must be capable of diagnosing/interpreting the rhythm. 5. The unit must be able to pick up a respiration rate off the ECG Lead cables or ETCO2. <p>MEMORY:</p> <ol style="list-style-type: none"> 1. Internal memory is desirable 2. One pair of adult and paediatric external defibrillator paddles must form part of the standard accessories. | |

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| <p>3. The unit must be supplied with a pair of paddles that will facilitate paediatric defibrillation</p> <p>4. Any further field upgradeable options require mentioning.</p> | |
| <p>ITEM 57: REPLACEMENT EXTERNAL DEFIBRILLATOR PADDLES FOR THE 12-LEAD ECG DEFIBRILLATOR.</p> <p>Specifications:</p> <p>1. The paddle must incorporate an energy selection button and a charge button on separate paddles in order to charge defibrillator and both the Apex and Sternum paddles must incorporate a push button switches for defibrillator discharge.</p> <p>The paddles must be compatible with the ECG that is specified in Item 56.</p> | <p>Comprehensive data specification sheet must be attached.</p> <p>DETAIL OF OFFER (to be completed by Bidder)</p> <hr/> <hr/> <hr/> |
| <p>ITEM 58: CALIBRATION FOR THE ECG DEFIBRILLATOR</p> <ul style="list-style-type: none"> Annual Calibration of the ECG Defibrillator specified in Item 56. | <p>Comprehensive data specification sheet must be attached.</p> <p>DETAIL OF OFFER (to be completed by Bidder)</p> <hr/> <hr/> <hr/> |
| <p>ITEM 59: 12-LEAD REPLACEMENT CABLE</p> <p>Replacement cable for 12-lead ECG must be compatible with the ECG specified in Item 56.</p> | <p>Comprehensive data specification sheet must be attached.</p> <p>DETAIL OF OFFER (to be completed by Bidder)</p> <hr/> <hr/> <hr/> |
| <p>ITEM 60: REPLACEMENT SPO2 CABLE AND PATIENT PROBE</p> <p>Replacement SPO2 cable and patient probe for 12-lead ECG compatible with the ECG specified in Item 56.</p> | <p>Comprehensive data specification sheet must be attached.</p> <p>DETAIL OF OFFER (to be completed by Bidder)</p> <hr/> <hr/> <hr/> <hr/> |

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| <p>ITEM 61: REPLACEMENT ETCO2 CABLE AND PATIENT PROBE REPLACEMENT ETCO2 DISPOSABLE MONITORING PROBE</p> <p>Replacement ETCO2 cable and patient probe Replacement ETCO2 disposable monitoring probe for 12-lead ECG compatible with the ECG specified in Item 56.</p> | <p>Comprehensive data specification sheet must be attached.</p> <p>DETAIL OF OFFER (to be completed by Bidder)</p> <hr/> <hr/> <hr/> |
| <p>ITEM 62: REPLACEMENT TEMPERATURE CABLE AND PROBE</p> <p>Replacement temperature cable and probe for 12-lead ECG compatible with the ECG specified in Item 56.</p> | <p>Comprehensive data specification sheet must be attached.</p> <p>DETAIL OF OFFER (to be completed by Bidder)</p> <hr/> <hr/> <hr/> |
| <p>ITEM 63: REPLACEMENT PACING CABLE</p> <p>Replacement pacing cable for 12-lead ECG compatible with the ECG specified in Item 56.</p> | <p>Comprehensive data specification sheet must be attached.</p> <p>DETAIL OF OFFER (to be completed by Bidder)</p> <hr/> <hr/> <hr/> |
| <p>ITEM 64: REPLACEMENT RECHARGEABLE BATTERY</p> <p>Replacement rechargeable battery for 12-lead ECG compatible with the ECG specified in Item 56.</p> | <p>Comprehensive data specification sheet must be attached.</p> <p>DETAIL OF OFFER (to be completed by Bidder)</p> <hr/> <hr/> <hr/> |
| <p>ITEM 65: REPLACEMENT PAEDIATRIC DEFIBRILLATION PADDLES- SET</p> <p>Replacement paediatric defibrillation paddles- set for 12-lead ECG compatible with the ECG specified in Item 56.</p> | <p>Comprehensive data specification sheet must be attached.</p> <p>DETAIL OF OFFER (to be completed by Bidder)</p> <hr/> <hr/> <hr/> |

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| <p>ITEM 66: REPLACEMENT ADULT DEFIBRILLATION PADDLES- SET</p> <p>Replacement Adult defibrillation paddles- set for 12-lead ECG compatible with the ECG specified in Item 56.</p> | <p>Comprehensive data specification sheet must be attached.</p> <p>DETAIL OF OFFER (to be completed by Bidder)</p> <hr/> <hr/> <hr/> |
| <p>ITEM 67: REPLACEMENT ECG MONITOR PROTECTIVE BAG</p> <p>Replacement ECG monitor protective bag for 12-lead ECG compatible with the ECG specified in Item 56.</p> | <p>Comprehensive data specification sheet must be attached.</p> <p>DETAIL OF OFFER (to be completed by Bidder)</p> <hr/> <hr/> <hr/> |
| <p>ITEM 68: REPLACEMENT ECG ADULT PADS</p> <p>Replacement Adult pads must be of multi-functionality (Defibrillation / pacing / monitoring / AED) and must be compatible with the ECG specified in Item 56.</p> | <p>Comprehensive data specification sheet must be attached.</p> <p>DETAIL OF OFFER (to be completed by Bidder)</p> <hr/> <hr/> <hr/> |
| <p>ITEM 69: REPLACEMENT ECG PAEDIATRIC PADS</p> <p>Replacement Paediatric pads must be of multi-functionality (Defibrillation / pacing / monitoring / AED) and must be compatible with the ECG specified in Item 56.</p> | <p>Comprehensive data specification sheet must be attached.</p> <p>DETAIL OF OFFER (to be completed by Bidder)</p> <hr/> <hr/> <hr/> |

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| <p>ITEM 70: REPLACEMENT INFANT BP CUFF</p> <p>Replacement infant BP cuff for 12-lead ECG compatible with the ECG specified in Item 56.</p> | <p>Comprehensive data specification sheet must be attached.</p> <p>DETAIL OF OFFER (to be completed by Bidder)</p> <hr/> <hr/> <hr/> |
| <p>ITEM 71: REPLACEMENT PAEDIATRIC BP CUFF</p> <p>Replacement paediatric BP cuff for 12-lead ECG compatible with the ECG specified in Item 56.</p> | <p>Comprehensive data specification sheet must be attached.</p> <p>DETAIL OF OFFER (to be completed by Bidder)</p> <hr/> <hr/> <hr/> |
| <p>ITEM 72: REPLACEMENT ADULT BP CUFF</p> <p>Replacement Adult BP cuff for 12-lead ECG compatible with the ECG specified in Item 56.</p> | <p>Comprehensive data specification sheet must be attached.</p> <p>DETAIL OF OFFER (to be completed by Bidder)</p> <hr/> <hr/> <hr/> |
| <p>ITEM 73: REPLACEMENT THIGH BP CUFF</p> <p>Replacement thigh BP cuff for 12-lead ECG compatible with the ECG specified in Item 56.</p> | <p>Comprehensive data specification sheet must be attached.</p> <p>DETAIL OF OFFER (to be completed by Bidder)</p> <hr/> <hr/> <hr/> |
| <p>ITEM 74: REPLACEMENT BP CUFF TUBING / HOSING</p> <p>Replacement BP cuff tubing / hosing for 12-lead ECG compatible with the ECG specified in Item 56.</p> | <p>Comprehensive data specification sheet must be attached.</p> <p>DETAIL OF OFFER (to be completed by Bidder)</p> <hr/> <hr/> <hr/> |

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| <p>ITEM 75: REPLACEMENT ECG PAPER</p> <p>Replacement ECG paper compatible with the ECG specified in Item 56.</p> | <p>Comprehensive data specification sheet must be attached.</p> <p>DETAIL OF OFFER (to be completed by Bidder)</p> <hr/> <hr/> <hr/> |
| <p>ITEM 76: CHARGER CRADLE WITH DEEP CYCLE CAPACITY</p> <p>ECG Charger cradle with deep cycle capacity compatible with the ECG specified in Item 56.</p> | <p>Comprehensive data specification sheet must be attached.</p> <p>DETAIL OF OFFER (to be completed by Bidder)</p> <hr/> <hr/> <hr/> |
| <p>ITEM 77: ECG GEL</p> <p>ECG gel compatible with the ECG specified in Item 56.</p> | <p>Comprehensive data specification sheet must be attached.</p> <p>DETAIL OF OFFER (to be completed by Bidder)</p> <hr/> <hr/> <hr/> |
| <p>SECTION 10: TRANSPORT VENTILATOR</p> | |
| <p>ITEM 78: TRANSPORT VENTILATOR</p> <ol style="list-style-type: none"> 1. Pre-Hospital Portable pneumatic and or electrical / battery transport Ventilator 2. Build in internal compressor 3. Electrical or battery driven 4. Control ventilation supplies the natural ventilation frequency and tidal volume. 5. Inspiratory time and expiratory time are adjustable. 6. Airway pressure must be shown directly by airway pressure manometer. <ol style="list-style-type: none"> 1. Infant weight range 10kg to adult ventilation capability 2. Automatic pressure relief valve: 45 cmH2O or 60 cmH2O. 3. Safe, high performance, simple to use, durable 4. Should not exceed 10Kg | <p>Comprehensive data specification sheet must be attached.</p> <p>DETAIL OF OFFER (to be completed by Bidder)</p> <hr/> <hr/> <hr/> |

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| <ol style="list-style-type: none"> 5. Multiple modes of ventilation (SIMV, VC, PC) 6. Should include a carry bag/case Ventilation 7. Mode: Working Pressure range: 0.35-0.4Mpa 8. Demand Flow: 2-60 L/min 9. Inspiratory Time: 0.3-2.5s 10. Expiratory Time: 0.3-5.0s 11. I:E ratio: 2:1 or 1:2 12. Minimum Ventilation Frequency: 10-80bpm 13. Tidal Volume: 30ml-2000ml 14. Oxygen Concentration: 21% -100% 15. Reverse Flow Pressure of Airway: ≤ 6 16. Airway Pressure Limited: 20-60cmH₂O 17. Control Ventilation and Manual Ventilation Switch Time: ≤ 8s 18. Low/high Working Pressure Alarm: ≤ 0.5 19. Low oxygen supply alarm Visual and audible 20. Low battery alarm Visual and audible 21. Battery life minimum of four hours | |
| <p>ITEM 79: TRANSPORT VENTILATOR REPLACEMENT CIRCUIT</p> <ul style="list-style-type: none"> • Replacement circuit that is compatible with the Ventilator specified in Item 78. | <p>Comprehensive data specification sheet must be attached.</p> <p>DETAIL OF OFFER (to be completed by Bidder)</p> <hr/> <hr/> <hr/> |
| <p>ITEM 80: TRANSPORT VENTILATOR REPLACEMENT CALIBRATION</p> <p>Annual calibration for the Ventilator specified in Item 78.</p> | <p>Comprehensive data specification sheet must be attached.</p> <p>DETAIL OF OFFER (to be completed by Bidder)</p> <hr/> <hr/> <hr/> |
| <p>SECTION 11 : TRANSPORT TYPE INCUBATOR</p> | |
| <p>ITEM 81: TRANSPORT TYPE INCUBATOR</p> <ul style="list-style-type: none"> • Must provide security and the ideal temperature that the new born needs • Must be light and easy to handle and can readily attached to transport stretcher via strapping system. Must be aeromedical compatible. | <p>Comprehensive data specification sheet must be attached.</p> <p>DETAIL OF OFFER (to be completed by Bidder)</p> <hr/> <hr/> <hr/> |



- External shell of device must be MRI, CT scan or x-ray compatible.
- Infant position is secured by vacuum mattress and soft straps
- Interior is removable and is shock absorbent foam sections.
- Must have a transparent lid visibility.
- The infant transport mattress must apply warmth without any electrical power source (exothermic reaction gel type device. Maximum activation time, 60 sec. Must maintain consistent temperature of 38 degrees for 2 hours).
- Weight range of infant: 2 – 8 kg
- Dimensions (approx.) 1000mm x 430mm x 300 mm
- Total weight of device – 9.5kg
- Replacement transport mattress must be available when required
- Replacement external shell must be available when required

ITEM 82: TRANSPORT TYPE INCUBATOR REPLACEMENT MATTRESS

- Replacement transport mattress must be available when required and must be compatible with the Incubator specified in item 81.

Comprehensive data specification sheet must be attached.

DETAIL OF OFFER (to be completed by Bidder)

ITEM 83: TRANSPORT TYPE INCUBATOR REPLACEMENT EXTERNAL SHELL

- Replacement external shell must be available when required and must be compatible with the Incubator specified in item 81.

Comprehensive data specification sheet must be attached.

DETAIL OF OFFER (to be completed by Bidder)

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SECTION 12 : SYRINGE DRIVER / PUMP

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| <p>ITEM 84: SYRINGE DRIVER / PUMP</p> <ol style="list-style-type: none"> 1. The unit required must be a syringe driver capable of programming for either volume or drug delivery in ug/mg/g per min/hour/kg and be capable of an adjustable bolus administration and it must be suitable for very critical neonatal/pediatric infusion application. 2. The unit being offered for must incorporate special monitoring and control of pumping pressure, which is very important and essential for its intended application. 3. The unit being offered for must have provision for the selection of an adjustable pumping pressure alarm level in mm Hg and any violation of the selected alarm level must provide an auditory and visual signal at which point the pump must automatically stop infusion. 4. An essential feature must be a constant indication of the pumping pressure on the front panel display and also a constant indication of the selected pressure alarm level on the front panel display. 5. The unit shall automatically sense the syringe size and give a continuous visible indication on the front panel to indicate the syringe size fitted. 6. It should not be possible to operate the unit SHALL BE ABLE TO USE A VARIETY OF MAKE without first inserting a syringe to it. 7. The unit must be capable of delivering user selectable flow rate and the flow rate must be adjustable through the whole range. The flow rate must be well displayed by a LED / LCD display mounted on the front panel which must offer excellent visibility under all lighting conditions. The unit must also have a facility to deliver a bolus dose when required during normal infusion delivery. The unit must be able to revert to the previously selected normal infusion delivery after administering a bolus. 8. Unit must be fitted with gabbler rail fittings. | <p>Comprehensive data specification sheet must be attached.</p> <p>DETAIL OF OFFER (to be completed by Bidder)</p> <hr/> <hr/> <hr/> |
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9. The flow rate must be selectable in 0,1 ml/h increments up to a minimum of 25 ml/h.
10. It should not be possible to change the flow rate while the pump is running. The pump must first be stopped, flow rate changed and then restarted. If no flow rate / zero flow rates is selected, it should not be possible to start the unit. The unit must provide an audible and visible alarm within a set period should the pump not be restarted. State this time interval.
11. The control panel shall be smooth and all push buttons and switches shall be flush membrane type and resistant to the entry of fluids.
12. The control panel shall indicate whether 220V, 50 Hz a.c. line power or internal battery power is being used.
13. An essential feature must be a pump run indicator, which will provide the operator with visual indication that the pumps is carrying out infusion.
14. The unit must produce a continuous audible and visual alarm for end of travel of syringe plunger. The unit must also be equipped with an audible and visible pre-alarm and its function will be such as to indicate that the syringe travel plunger is nearing its end and/or when the set volume to be infused is approaching final completion.
15. The maximum occlusion pressure at which the unit will provide an alarm e.g. with the use of a 50ml syringe at 1ml and all higher rates must be < 300mm Hg.
16. The time to alarm following occlusion at 1ml/h and all higher rates < 15min.
17. The bolus following release of occlusion at 1ml/h and all higher rates (at alarm) < 0,25 ml.
18. The unit must be provided with a low battery alarm to warn of impending depletion of the internal battery charge.
19. It should be possible to silence the alarm for a time not exceeding two minutes after which if the fault condition still exists the unit must automatically provide an audible alarm again.
20. The bolus volume accuracy must be better than 5%.
21. pump. When the unit is turned off, the previous settings such as volume and dose delivery must be retained in memory and displayed at switch on.
22. The unit must be designed to operate from a 220V, 50 Hz a.c. single phase power supply and also an internally mounted rechargeable battery.
23. The internally mounted rechargeable battery must be capable of operating the pump for a minimum of two hours in the event of 220 V, 50

Hz a. c. power supply failure. The changeover to battery operation on mains failure must be automatic.

24. The unit must be provided complete with an attachment for mounting to garbler rail.
25. The accuracy (long term) measured over 60 minutes at 1ml/h and all higher rates shall be better than +5%.
26. The accuracy (short term) at 5 ml/h shall be better than +5% of mean on 2 minutes observation window.
27. Time from start-up to attain 95% of rate set at 1ml/h and all higher rate < 10 min.
28. A desirable feature shall be a syringe barrel clamp alarm or equivalent.
29. A desirable feature shall be a syringe plunger disengaged alarm or equivalent.
30. The unit must be capable of displaying total volume infused. Any bolus administered by the unit during normal infusion must be added to the total volume infused and displayed.
31. The unit being offered must have been subjected to a clinical evaluation. An evaluation report must accompany the bid offer.
32. If the unit has not been subjected to a clinical evaluation, the bidder must arrange for a clinical evaluation to be carried out, an evaluation report must be forwarded.
33. There must be a test routine for the verification of operation of alarms.
34. Preference will be given to a unit that is equipped with a technical history log.
35. There should be separate switch controls and indicators for starting and stopping the syringe driver.
36. The unit should have a built in test program that could be accessed by a service technician to enable key parameters of the unit to be checked without opening the case.
37. If the unit is supplied with a detachable mains cable, it must have an adequate device, clamp or channel to hold the cable in place. The length of the cable shall be a minimum of three meters.
38. The unit being offer for must not be susceptible to electromagnetic interference.
39. The casing of the unit being offered for shall be well sealed, to prevent liquids from splashes gaining entry into the internal workings of the units such as PCB; s and cause costly damage.
40. Unit weight must be less than 3.5 kilograms.

SAFETY:

41. The unit shall comply with the necessary safety standards.

MAINTANCE AND REPAIR MANUALS

42. Bidder to indicate which consumables and non-consumables items is required for the normal operation and standard maintenance of the equipment during the guarantee period.

43. Minimum mandatory guarantee is two years.

44. The equipment shall be maintained by the end user after the guarantee period has expired, therefore:

45. The bidder must provide detailed preventative maintenance and calibration procedures.

46. The bidder must provide technical training in the theory of operation, faultfinding and calibration.

47. Manuals must be comprehensive, including circuit diagrams in case of electronic/ electrical equipment, enabling resident technical staff to deliver complete technical support in case of equipment failure, as well as routine servicing.

48. Manuals will be treated as confidential and for the sole use on equipment owned by the end user department.

49. The supply of workshop/service manuals is a mandatory requirement of this bid and they must be in accordance with the requirements laid down above.

TRAINING:

50. The bidder must undertake to provide a comprehensive training schedule when required, for end-user departments and clinical engineering staff of the end user's department to ensure:

51. Correct use of equipment.

52. Comprehensive technical support capability of the equipment, of at least second level by eligible resident clinical engineering staff.

53. Training of users shall be provided at no extra cost.

- End of infusion
- Pre-end of infusion
- Occlusion
- System failure
- Low battery / Depleted battery
- Pump on hold
- Pump tamper warning
- Priming indication
- Bolus delivery / Lockout (optional)

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| <p>ITEM 85: SYRINGE DRIVER / PUMP REPLACEMENT CHARGING CABLE</p> <p>Replacement Charging Cable for the Syringe driver / pump specified in Item 84.</p> | <p>Comprehensive data specification sheet must be attached.</p> <p>DETAIL OF OFFER (to be completed by Bidder)</p> <hr/> <hr/> <hr/> |
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SECTION 13: SPECIALISED MEDICAL EQUIPMENT

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| <p>ITEM 86: INTRA-OSSEOUS ACCESS DEVICE / BONE INJECTION DRILL</p> <ul style="list-style-type: none"> • Battery powered bone drill and disposable needle system • Sealed battery powered drill, with Lithium-Ion battery • Battery is not replaceable • Battery life – 10 years or approximately 500 clinical uses • LED light – battery life indicator • Magnetic tip • To be used with disposable needles • Comes in a case with 3 (three) needle sizes <ul style="list-style-type: none"> - 3-39kg - > 40kg - Large needle | <p>Comprehensive data specification sheet must be attached.</p> <p>DETAIL OF OFFER (to be completed by Bidder)</p> <hr/> <hr/> <hr/> <hr/> <hr/> |
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| <p>ITEM 87: INTRA-OSSEOUS ACCESS DEVICE / BONE INJECTION DRILL REPLACEMENT NEEDLES (S)</p> <ul style="list-style-type: none"> • Replacement needles in size <ul style="list-style-type: none"> - 3 to 39kg <p>Must be compatible with the Intra-Osseous Access Device / bone Injection Drill specified in Item 86.</p> | <p>Comprehensive data specification sheet must be attached.</p> <p>DETAIL OF OFFER (to be completed by Bidder)</p> <hr/> <hr/> <hr/> <hr/> <hr/> |
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| <p>ITEM 88: INTRA-OSSEOUS ACCESS DEVICE / BONE INJECTION DRILL REPLACEMENT NEEDLES (M)</p> <ul style="list-style-type: none"> • Replacement needles in size - > 40kg <p>Must be compatible with the Intra-Osseous Access Device / bone Injection Drill specified in Item 86.</p> | <p>Comprehensive data specification sheet must be attached.</p> <p>DETAIL OF OFFER (to be completed by Bidder)</p> <hr/> <hr/> <hr/> |
| <p>ITEM 89: INTRA-OSSEOUS ACCESS DEVICE / BONE INJECTION DRILL REPLACEMENT NEEDLES (L)</p> <ul style="list-style-type: none"> • Replacement needles in size - Large needles <p>Must be compatible with the Intra-Osseous Access Device / bone Injection Drill specified in Item 86.</p> | <p>Comprehensive data specification sheet must be attached.</p> <p>DETAIL OF OFFER (to be completed by Bidder)</p> <hr/> <hr/> <hr/> |

4. STAGES OF EVALUATION

This tender will be evaluated in three evaluation stages namely:

Stage 1: Administrative compliance

Stage 2: Mandatory requirements

Stage 3: Preference Points System

4.1 Administrative compliance

All proposals will be evaluated against administrative compliance requirements as set out in the mandatory requirements.

4.2 Mandatory requirements

The following information must accompany the Bid document.

- (i) Proof of license with South African Health Product Regulatory Authority (SAHPRA) to supply medical products.
- (ii) Bidders to attach comprehensive data specification sheets per Section.

4.3 Preference Points System

All proposals will be evaluated in terms of the 80/20 preferential procurement system as prescribed, 2017. The system comprises of two elements:

- Price 80 points
- BBBEE contributor level 20 points

5. PRICE SCHEDULES

General

The descriptions in this Price Schedule shall be read in conjunction with the specification.

All material covered by this **Specification** shall, wherever possible, be of South African manufacture.

This tender will be awarded per Section. The bidder must price all items in a Section. Bidders will be disqualified if no unit price is provided per item within a Section.

Schedule

| ITEM | DESCRIPTION | UNIT | UNIT PRICE EXCLUDING VAT |
|---|---|------|--------------------------|
| SECTION 1: OXYGEN AND REGULATORS | | | |
| Item 1: | Pin index regulator with high flow female Heyer fitting | 1 | |
| Item 2: | Entonox regulator, demand valve, tubing & patient mask | 1 | |
| Item 3: | Oxygen cylinder size "f" pin index | 1 | |
| Item 4: | Oxygen cylinder size "d" pin index | 1 | |
| TOTAL EXCL VAT | | | |
| 15% VAT | | | |
| TOTAL INCL VAT | | | |

| ITEM | DESCRIPTION | UNIT | UNIT PRICE EXCLUDING VAT |
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| SECTION 2: DIAGNOSTICS AND DISPOSABLES | | | |
| Item 5: | General use stethoscope (double tube) | 1 | |
| Item 6: | Aneroid sphygmomanometer (blood pressure apparatus, multi-cuff set) | 1 | |
| Item 7: | Tactical arterial tourniquet | 1 | |
| Item 8: | Heavy duty rescue scissors | 1 | |
| Item 9: | Spencer wells artery forceps 18 | 1 | |
| Item 10: | Spencer wells artery forceps 12 | 1 | |
| Item 11: | Pressure infusion bags | 1 | |
| Item 12: | Bacterial/viral filter (disposable) | 1 | |
| Item 13: | Bedpan | 1 | |
| Item 14: | Infrared thermometer (standard) | 1 | |
| Item 15: | Splash proof safety spectacles (sun glass type) | 1 | |
| Item 16: | Hand-held pulse oximeter | 1 | |
| Item 17: | Glucometer | 1 | |
| Item 18: | Glucometer test strips | 1 | |

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| Item 19: | Pupil torch with pupil gauge | 1 | |
| Item 20: | Magill forceps (adult size) 50 | 1 | |
| Item 21: | Magill forceps (child/ infant size) | 1 | |
| TOTAL EXCL VAT | | | |
| 15% VAT | | | |
| TOTAL INCL VAT | | | |

| ITEM | DESCRIPTION | UNIT | UNIT PRICE EXCLUDING VAT |
|------------------------|------------------------------------|------|--------------------------|
| SECTION 3: BAGS | | | |
| Item 22: | Paramedic drug bag | 1 | |
| Item 23: | Intermediate life support drug bag | 1 | |
| Item 24: | Medical jump bag - ALS size | 1 | |
| TOTAL EXCL VAT | | | |
| 15% VAT | | | |
| TOTAL INCL VAT | | | |

| ITEM | DESCRIPTION | UNIT | UNIT PRICE EXCLUDING VAT |
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| SECTION 4: SPINAL IMMOBILISATION AND FRACTURE EQUIPMENT | | | |
| Item 25: | Spinal board adult – plastic | 1 | |
| Item 26: | Patient restraining device (spider harness) | 1 | |
| Item 27: | Pelvic splint (small) | 1 | |
| Item 28: | Pelvic splint (medium) | 1 | |
| Item 29: | Pelvic splint (large) | 1 | |
| Item 30: | Pelvic splint (x-large) | 1 | |
| Item 31: | Long splints – leg | 1 | |
| Item 32: | Short splints – arm | 1 | |
| Item 33: | Adult (singular) femoral traction splint | 1 | |
| Item 34: | Paediatric (singular) femoral traction splint | 1 | |
| Item 35: | Air-splint (no standard applied) | 1 | |
| Item 36: | Head block universal stabilization system | 1 | |
| TOTAL EXCL VAT | | | |
| 15% VAT | | | |
| TOTAL INCL VAT | | | |

| ITEM | DESCRIPTION | UNIT | UNIT PRICE EXCLUDING VAT |
|-------------------------------------|---|------|--------------------------|
| SECTION 5: AIRWAY MANAGEMENT | | | |
| Item 37: | Peep valve and peep valve divertor attachment | 1 | |
| Item 38: | Laryngoscope + 5 blades | 1 | |

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| Item 39: | Infant bag valve resuscitator | 1 | |
| Item 40: | Child bag valve mask resuscitator | 1 | |
| Item 41: | Adult bag valve mask resuscitator | 1 | |
| Item 42: | Introducer (3 sizes adult, child & infant) | 1 | |
| TOTAL EXCL VAT | | | |
| 15% VAT | | | |
| TOTAL INCL VAT | | | |

| ITEM | DESCRIPTION | UNIT | UNIT PRICE EXCLUDING VAT |
|------------------------------|---|------|--------------------------|
| SECTION 6: STRETCHERS | | | |
| Item 43: | Zip stretcher | 1 | |
| Item 44: | Double –fold pole stretcher | 1 | |
| Item 45: | Scoop stretcher | 1 | |
| Item 46: | Vacuum stretcher | 1 | |
| Item 47: | Portable foldable bed screens with stand/wheels | 1 | |
| TOTAL EXCL VAT | | | |
| 15% VAT | | | |
| TOTAL INCL VAT | | | |

| ITEM | DESCRIPTION | UNIT | UNIT PRICE EXCLUDING VAT |
|--|-------------------------------------|------|--------------------------|
| SECTION 7: ELECTRICAL EQUIPMENT | | | |
| Item 48: | Battery and electrical suction unit | 1 | |
| TOTAL EXCL VAT | | | |
| 15% VAT | | | |
| TOTAL INCL VAT | | | |

| ITEM | DESCRIPTION | UNIT | UNIT PRICE EXCLUDING VAT |
|--|--|------|--------------------------|
| SECTION 8: AED MONITOR/MACHINE (AUTOMATED EXTERNAL DEFIBRILLATOR) AND REPLACEMENT PARTS | | | |
| Item 49: | AED monitor / machine (automated external defibrillator) | 1 | |
| Item 50: | adult AED pads (automated external defibrillator) | 1 | |
| Item 51: | paediatric AED pads (automated external defibrillator) | 1 | |

| | | | |
|-----------------------|--|---|--|
| Item 52: | AED replacement battery (automated external defibrillator) | 1 | |
| Item 53: | AED replacement cable (automated external defibrillator) | 1 | |
| Item 54: | AED (automated external defibrillator) calibration | 1 | |
| Item 55: | Replacement protective case / carry bag for AED (automated external defibrillator) | 1 | |
| TOTAL EXCL VAT | | | |
| 15% VAT | | | |
| TOTAL INCL VAT | | | |

| ITEM | DESCRIPTION | UNIT | UNIT PRICE EXCLUDING VAT |
|--|---|------|--------------------------|
| SECTION 9: 12-LEAD ECG DEFIBRILLATOR WITH SpO2, ETCO2, PACING, TEMPERATURE, NON-INVASIVE BLOOD PRESSURE (NIBP) AND BUILT IN AED FUNCTIONALITY | | | |
| Item 56: | 12-lead ECG defibrillator with spo2, etco2, pacing, temperature, non-invasive blood pressure (nibp) and built in ECG functionality. | 1 | |
| Item 57: | Replacement external defibrillator paddles for the 12-lead ECG defibrillator. | 1 | |
| Item 58: | Calibration for the ECG defibrillator | 1 | |
| Item 59: | 12-lead replacement cable | 1 | |
| Item 60: | Replacement spo2 cable and patient probe | 1 | |
| Item 61: | Replacement etco2 cable and patient probe replacement etco2 disposable monitoring probe | 1 | |
| Item 62: | Replacement temperature cable and probe | 1 | |
| Item 63: | Replacement pacing cable | 1 | |
| Item 64: | Replacement rechargeable battery | 1 | |
| Item 65: | Replacement paediatric defibrillation paddles- set | 1 | |
| Item 66: | Replacement adult defibrillation paddles- set | 1 | |
| Item 67: | Replacement ECG monitor protective bag | 1 | |
| Item 68: | Replacement ECG adult pads | 1 | |
| Item 69: | Replacement ECG paediatric pads | 1 | |
| Item 70: | Replacement infant BP cuff | 1 | |
| Item 71: | Replacement paediatric BP cuff | 1 | |
| Item 72: | Replacement adult BP cuff | 1 | |
| Item 73: | Replacement thigh BP cuff | 1 | |
| Item 74: | Replacement BP cuff tubing / hosing | 1 | |
| Item 75: | Replacement ECG paper | 1 | |

| | | | |
|-----------------------|---|---|--|
| Item 76: | Charger cradle with deep cycle capacity | 1 | |
| Item 77: | ECG gel | 1 | |
| TOTAL EXCL VAT | | | |
| 15% VAT | | | |
| TOTAL INCL VAT | | | |

| ITEM | DESCRIPTION | UNIT | UNIT PRICE EXCLUDING VAT |
|---|--|------|--------------------------|
| SECTION 10: TRANSPORT VENTILATOR | | | |
| Item 78: | Transport ventilator | 1 | |
| Item 79: | Transport ventilator replacement circuit | 1 | |
| Item 80: | Transport ventilator replacement calibration | 1 | |
| TOTAL EXCL VAT | | | |
| 15% VAT | | | |
| TOTAL INCL VAT | | | |

| ITEM | DESCRIPTION | UNIT | UNIT PRICE EXCLUDING VAT |
|---|---|------|--------------------------|
| SECTION 11: TRANSPORT TYPE INCUBATOR | | | |
| Item 81: | Transport type incubator | 1 | |
| Item 82: | Transport type incubator replacement mattress | 1 | |
| Item 83: | Transport type incubator replacement external shell | 1 | |
| TOTAL EXCL VAT | | | |
| 15% VAT | | | |
| TOTAL INCL VAT | | | |

| ITEM | DESCRIPTION | UNIT | UNIT PRICE EXCLUDING VAT |
|--|--|------|--------------------------|
| SECTION 12: SYRINGE DRIVER/PUMP | | | |
| Item 84: | Syringe driver / pump | 1 | |
| Item 85: | Syringe driver / pump replacement charging cable | 1 | |
| TOTAL EXCL VAT | | | |
| 15% VAT | | | |

| | |
|-----------------------|--|
| TOTAL INCL VAT | |
|-----------------------|--|

| ITEM | DESCRIPTION | UNIT | UNIT PRICE EXCLUDING VAT |
|--|--|-------------|---------------------------------|
| SECTION 13: SPECIALISED MEDICAL EQUIPMENT | | | |
| Item 86: | Intra-osseous access device / bone injection drill | 1 | |
| Item 87: | Intra-osseous access device / bone injection drill replacement needles (S) | 1 | |
| Item 88: | Intra-osseous access device / bone injection drill replacement needles (M) | 1 | |
| Item 89: | Intra-osseous access device / bone injection drill replacement needles (L) | 1 | |
| TOTAL EXCL VAT | | | |
| 15% VAT | | | |
| TOTAL INCL VAT | | | |

NB: This tender will be awarded per Section.

6. TYPE OF AGREEMENT REQUIRED

A Service Level Agreement will be completed after the appointment.

7. VALIDITY PERIOD

The validity period for the tender after closure is 90 days.

8. DELIVERY REQUIREMENTS

Office of the Divisional Chief: Emergency Medical Services Division
 Emergency Services Headquarters, c/o Government and Beckett Street
 Arcadia
 Pretoria
 Tel: 012 358 4781
 Cell: 082 761 7458
 Email: moiram@tshwane.gov.za

9 VALIDITY PERIOD

The validity period for the tender after closure is 90 days.

10 MARKET ANALYSIS

The city of Tshwane reserves the right to conduct market analysis. Should the city exercise this option, where a tenderer offers a price that is deemed not to be viable to supply goods or services as required, written confirmation will be made with the tenderer if they will be able to deliver on the price, if a tenderer confirm that they cannot, the tenderer will be disqualified on the basis of being non-responsive. If they confirm that they can deliver, a tight contract to mitigate the risk of non-performance will be entered into with the service provider. Further action on failures by the supplier to deliver will be handled in terms of the contract including performance warnings and listing on the database of restricted suppliers.

The city further reserves the right to negotiate a market related price with a tenderer scoring the highest points. If the tenderer does not agree to a market-related price, the city reserves the right to negotiate a market-related price with the tenderer scoring the second highest points, if the tenderer scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the third highest points. If a market-related price is not agreed, the city reserves the right to cancel the tender.

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CITY OF TSHWANE MUNICIPALITY

| | | | | | |
|-------------|--|---------------|-----------------|---------------|-------|
| BID NUMBER: | ES 03-2021/22 | CLOSING DATE: | 28 October 2021 | CLOSING TIME: | 10:00 |
| DESCRIPTION | TENDER FOR THE SUPPLY, DELIVERY AND OFFLOADING OF EMERGENCY MEDICAL EQUIPMENT TO THE CITY OF TSHWANE EMERGENCY SERVICES DEPARTMENT: THREE-YEAR PERIOD, AS AND WHEN REQUIRED, FROM 1 MAY 2022 | | | | |

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 (*STREET ADDRESS*)

| | | | | | |
|---|------------------------------|--|---------------------|---|--|
| Procurement Advice Centre at the entrance of C de Wet Centre | | | | | |
| Supply Chain Management | | | | | |
| 175 Es'kia Mphahlele Drive | | | | | |
| Pretoria West | | | | | |
| GPS coordinates: 25.750151°S, 28.173666°E | | | | | |
| 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-BBEE STATUS LEVEL | <input type="checkbox"/> Yes | | B-BBEE STATUS LEVEL | <input type="checkbox"/> Yes <input type="checkbox"/> No | |

| | | | |
|---|--|--|--|
| VERIFICATION CERTIFICATE [TICK APPLICABLE BOX] | <input type="checkbox"/> No | SWORN AFFIDAVIT | |
| [A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE] | | | |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3] |
| TOTAL NUMBER OF ITEMS OFFERED | | TOTAL BID PRICE | R |
| SIGNATURE OF BIDDER | | DATE | |
| CAPACITY UNDER WHICH THIS BID IS SIGNED | | | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: | | TECHNICAL INFORMATION MAY BE DIRECTED TO: | |
| DEPARTMENT | Supply Chain Management | CONTACT PERSON | Robin Charles |
| CONTACT PERSON | Khodani Mudziwa | TELEPHONE NUMBER | 012 358 2237 |
| TELEPHONE NUMBER | 012 358 8029 | FACSIMILE NUMBER | n/a |
| FACSIMILE NUMBER | n/a | EMAIL ADDRESS | robinc@tshwane.gov.za |
| EMAIL ADDRESS | khodanim@tshwane.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, 2017, 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.
- 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)? YES NO
- 3.2 DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES NO
- 3.3 DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO
- 3.4 DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO
- 3.5 IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES 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:

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 |
| Closing Time | Closing Date |

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

| ITEM NO. | QUANTITY | DESCRIPTION | BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED) |
|----------|----------|-------------|--|
|----------|----------|-------------|--|

- Required by:
- At:
- 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 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

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 |
| Closing Time | Closing Date |

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

| ITEM NO. | QUANTITY | DESCRIPTION | BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED) |
|----------|----------|-------------|--|
|----------|----------|-------------|--|

- Required by:
 - At:
 - 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
- ** "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

PRICE ADJUSTMENTS

A. NON-FIRM PRICES SUBJECT TO ESCALATION

1. 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
2. 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. **Note that Pt must always be the original bid price and not an escalated price.**
- 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.

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

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

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

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

| | |
|--|--|
| | |
| | |
| | |
| | |
| | |
| | |

B. PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. 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= | | |

2. 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 |
|--|---|---|---|
| | | | |
| | | | |
| | | | |

| ADJUSTMENT PERIODS | DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE |
|----------------------------|---|
| 1 st Adjustment | After 12 calendar months |
| 2 nd Adjustment | After 24 calendar months |

NB: Unless prior approval has been obtained from Supply Chain Management, no adjustment in contract prices will be made

DECLARATION OF INTEREST

- 1. No bid will be accepted from persons in the service of the state¹.
- 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.**
 - 3.1 Full Name of bidder or his or her representative:
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, hareholder²)
 - 3.4 Company Registration Number:
 - 3.5 Tax Reference Number:
 - 3.6 VAT Registration Number:
 - 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.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars.
.....

¹ 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.

² 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 any other 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, trustees, managers, principle 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 trustees, managers, principle 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, principle 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 |
|-----------|-----------------|-----------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

.....

Signature

.....

Date

.....

Capacity

.....

Name of Bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
 - the 80/20 system for requirements with a Rand value of up to 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).
- 1.2 The value of this bid is estimated **to not exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
 - (a) Price; and
 - (b) B-BBEE Status Level of Contribution.
- 1.4 The maximum points for this bid are allocated as follows:

| | POINTS |
|---|--------|
| PRICE | 80 |
| B-BBEE STATUS LEVEL OF CONTRIBUTION | 20 |
| Total points for Price and B-BBEE must not exceed | 100 |

- 1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will

be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) as amended by Act No 46 of 2013;
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any

supplies, or the rendering costs of any service, for the execution of the contract;

- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defined by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.

- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

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

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

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

| B-BBEE Status Level of Contributor | Number of points (90/10 system) | Number of points (80/20 system) |
|------------------------------------|---------------------------------|---------------------------------|
| 1 | 10 | 20 |
| 2 | 9 | 18 |
| 3 | 6 | 14 |
| 4 | 5 | 12 |
| 5 | 4 | 8 |
| 6 | 3 | 6 |
| 7 | 2 | 4 |
| 8 | 1 | 2 |
| Non-compliant contributor | 0 | 0 |

- 5.2 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.

- 5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

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

- 7.1 B-BBEE Status Level of Contribution: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

8. SUB-CONTRACTING

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

(Tick applicable box)

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

8.1.1. If yes, indicate:

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

(Tick applicable box)

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:

9.2 VAT number:

9.3 Company registration number:

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:

9.8 Total number of years the company/firm has been in business

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

| | |
|-----------|-------|
| WITNESSES | |
| 1. | |
| 2. | |

| | |
|----------------------------|-------|
| | |
| SIGNATURE(S) OF BIDDERS(S) | |
| DATE | |

Empty rectangular box for input.

ADDRESS:
.....
.....

CONTRACT FORM: PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to **CITY OF TSHWANE MUNICIPALITY** in accordance with the requirements and specifications stipulated in bid number **ES 03-2021/22** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

| WITNESSES | |
|-----------|-------|
| 1. | |
| 2. | |
| DATE: | |

CONTRACT FORM: PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I in my capacity as accept your bid under reference number dated for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

| ITEM NO. | PRICE (ALL APPLICABLE TAXES INCLUDED) | BRAND | DELIVERY PERIOD | B-BBEE STATUS LEVEL OF CONTRIBUTION | MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable) |
|----------|---------------------------------------|-------|-----------------|-------------------------------------|--|
| | | | | | |

4. I confirm that I am duly authorized to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE:

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 taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity'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. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt 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 of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(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 <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</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 Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p> | <p>Yes</p> <input type="checkbox"/> | <p>No</p> <input type="checkbox"/> |

| | | | |
|-------|--|---------------------------------|--------------------------------|
| 4.2.1 | If so, furnish particulars: | | |
| 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 <input type="checkbox"/> | No <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 to any other municipality / municipal entity, that is in arrears for more than three months? | Yes <input type="checkbox"/> | No <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 <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.7.1 | If so, furnish particulars: | | |

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM
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.**

.....
Signature

.....
Date

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ 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).² 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:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² 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: **ES 03-2021/22**

TENDER FOR THE SUPPLY, DELIVERY AND OFFLOADING OF EMERGENCY MEDICAL EQUIPMENT TO THE CITY OF TSHWANE EMERGENCY SERVICES DEPARTMENT: THREE-YEAR PERIOD, AS AND WHEN REQUIRED, FROM 1 MAY 2022.

(Bid Number and Description)

in response to the invitation for the bid made by:

CITY OF TSHWANE MUNICIPALITY

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 consortium³ will not be construed as collusive bidding.

³ 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.

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. 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 supplier, 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 supplier 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 supplier bearing all risks and charges involved until the supplies 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 supplier 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 supplier 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 supplies 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 organization purchasing the goods.
- 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 supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

1. 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 supplies, 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 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information inspection.**
- 5.1 The supplier 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 supplier 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 supplier 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 supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier 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 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 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
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier'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 Department or an organization acting on behalf of the Department.
- 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 supplier.
- 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 analyzed 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 supplier 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 suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 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 supplier 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 supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier 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, services** 13.1 The supplier 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 supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier 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 supplier for similar services.
- 14. Spare parts** 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier 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 supplier 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 supplier 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 supplier, 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 supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier 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 supplier, 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 supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier 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 supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract**
- 18.1 No variation in or modification of the terms of the contract shall be made **amendments** except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier 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 supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier 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 supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier'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 minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier 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 canceling 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 supplier'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 supplier.

22. Penalties

- 22.1 Subject to GCC Clause 25, if the supplier 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 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 supplier, may terminate this contract in whole or in part:
 - (a) if the supplier 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 Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment 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 or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier 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 supplier by prohibiting such supplier 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 supplier or any person associated with the supplier, the supplier 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 supplier 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 supplier.

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 supplier 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 suppliers 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. Anti-dumping 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 supplier 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 is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier 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 for insolvency | 26.1 | The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, 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 supplier 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 supplier 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, <ul style="list-style-type: none"> (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier. |
| 28. Limitation of liability | 28.1 | Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6; <p>the supplier 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 supplier to pay penalties and/or damages to the purchaser; and</p> <p>the aggregate liability of the supplier 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.</p> |
| 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 supplier 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 supplier 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 supplier 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 Department 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 (NIP) 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.

SERVICE-LEVEL AGREEMENT

ENTERED INTO BETWEEN

THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY

AND

Registration number: _____

Doc2 Version 1 3 March 2017

SERVICE-LEVEL AGREEMENT

ENTERED INTO BETWEEN

THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY

A municipality, as described in Section 2 of the Local Government: Municipal Systems Act, 2000 and as contemplated in Section 155 of the Constitution of the Republic of South Africa, 1996 as a category A municipality, or the Assignee, if applicable, herein represented by **Ms Mmaseabata Mutlaneng** in his/her capacity as **acting City Manager** duly authorised thereto under and by virtue of a resolution passed on 26 January 2012, and who by his/her signature hereto warrants that he/she is properly authorised to sign this Agreement.

(Herein referred to as the “**CITY**”)

AND

Registration number: _____

Herein represented by _____ in his/her capacity as _____ is duly authorised thereto under and by virtue of a resolution of the board passed on _____, a copy of which is annexed as Annexure A, and who by his/her signature hereto warrants that he/she is properly authorised to sign this agreement.

(Herein referred to as the “**SERVICE PROVIDER**”)

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ANNEXURE A: BOARD RESOLUTION

ANNEXURE B: SCOPE OF WORK AND DELIVERABLES

ANNEXURE C: PAYMENT TERMS

RECORDAL:

WHEREAS the City requires various services to be provided or carried out and delivered at the service areas;

AND WHEREAS the City wishes to appoint the service provider;

AND WHEREAS the service provider wishes to provide such services;

AND WHEREAS the service provider has indicated that it has the necessary expertise, skills and capabilities to provide the service;

NOW THEREFORE, the parties have agreed to enter into this agreement, in terms of which the service provider shall provide the services in the service areas and/or delivery area, and provide maintenance and support thereof to the City in accordance with the terms and subject to the conditions of this agreement.

1. DEFINITIONS

Unless otherwise expressly stated, or if the context requires otherwise, the following words and expressions, when used in this agreement, including in this introduction, shall bear the following meanings ascribed to them:

- 1.1 **“Agreement”** means this service-level agreement and shall include any annexures, schedules, attachments, appendices and/or any addenda hereto or incorporated herein by reference, as amended from time to time;
- 1.2 **“Business day”** means any day from Monday to Friday, excluding public holidays, as defined in the Public Holidays Act, 1994 (Act 36 of 1994), as amended from time to time;
- 1.3 **“Business week”** means five consecutive business days, excluding public holidays as defined in the Public Holidays Act, 1994;
- 1.4 **“City”** means the City of Tshwane Metropolitan Municipality, a metropolitan municipality established in terms of Section 12 of the Local Government: Municipal Structures Act, 1998 (Act 117 of 1998);
- 1.5 **“Contact persons”** means persons identified by the parties as persons who are responsible for the execution of the agreement and whose names are set out in Clause 35 below and who can be substituted in writing from time to time;
- 1.6 **“Contract price”** means the amount reflected as the contract price in Clause 9 below;
- 1.7 **“Contract period”** means the contract period as reflected in Clause 6 below;
- 1.8 **“Effective date”**, notwithstanding the signature date, means _____;
- 1.9 **“Intellectual property”** means patents, designs, know-how, copyright, trademarks and all rights having an equivalent or similar effect which may exist anywhere in the world, introduced and required by either party to give effect to

their obligations under this agreement, owned in whole or in part by, or licenced to either party before the commencement date or developed after the commencement date, and includes all further additions and improvements to the intellectual property, otherwise pursuant to this agreement;

- 1.10 **“Month”** means a calendar month;
- 1.11 **“Parties”** means the City of Tshwane and the service provider and “party” means either of these, as the context requires;
- 1.12 **“Services”** means services to be provided by the service provider to the City as detailed in Clause 8 below;
- 1.13 **“Service provider”** means _____, a company duly incorporated in accordance with the company laws of the Republic of South Africa with company registration number: _____;
- 1.14 **“Signature date”** means the date of signature of this agreement by the party signing last;
- 1.15 **“Subcontract”** means any contract, agreement or proposed contract between the service provider and any third party whereby that third party agrees to provide to the service provider the services or any part thereof;
- 1.16 **“Subcontractor”** means the third party with whom the service provider enters into a subcontract;
- 1.17 **“Tax invoice”** means the document, as required by Section 20 of the Value-added Tax Act, 1991 (Act 89 of 1991), as amended from time to time;
- 1.18 **“VAT”** means value-added tax, as defined in terms of the Value-added Tax Act, 1991.

2. INTERPRETATION

- 2.1 Headings and subheadings are inserted for information purposes only and shall not be used in the interpretation of this agreement.
- 2.2 Unless the context clearly indicates a contrary intention, any word that connotes –
 - 2.2.1 any singular shall be deemed to include a reference to the plural and *vice versa*;
 - 2.2.2 any one gender shall be deemed to include a reference to any other gender; and
 - 2.2.3 a natural person shall be deemed to include a reference to a legal or juristic person.

- 2.3 The expiry or termination of this agreement shall not affect provisions of this agreement, which expressly provide that they will operate after any such expiry or termination of this agreement. Provisions of necessity shall continue to have been effective after such expiry or termination of this agreement, notwithstanding that the clauses themselves do not expressly provide for this.
- 2.4 The rule of interpretation that a written agreement shall be interpreted against the party responsible for the drafting or preparation of that agreement shall not apply.
- 2.5 Where figures are referred to in numerals and in words and there is any conflict between the two, the words shall prevail.
- 2.6 Any reference to any legislation is a reference to such legislation as at the signature date and as amended or re-enacted from time to time.
- 2.7 If any provision in a definition is a substantive provision that confers any rights or imposing any obligations on any party, then, notwithstanding that it is only in this interpretation clause, effect shall be given to it as if it were a substantive provision in this agreement.

3. APPOINTMENT

The City hereby appoints the service provider, who accepts such appointment, to provide the services in accordance with the terms and subject to the conditions of this agreement.

4. PURPOSE OF THE AGREEMENT

- 4.1 The purpose of this agreement is to –
 - 4.1.1 formalise and regulate the working relationship between the parties;
 - 4.1.2 set out the roles and responsibilities of the parties; and
 - 4.1.3 define process and procedures to be followed by the parties.

5. RELATIONSHIP

Nothing in this agreement shall constitute or be deemed to constitute a partnership or joint venture between the parties. Furthermore, the service provider acknowledges and agrees that its status under this agreement is that of an independent service provider and its status shall in no way be deemed to be that of an agent or employee of the City for any purpose whatsoever. The service provider shall have no authority or power to bind the City or to contract in the name of the City or create a liability against the City in any way or for any purpose.

6. DURATION

This agreement shall commence on the effective date and shall subsist for _____ years, unless terminated earlier, pursuant to Clause 32 below.

7. CONTACT PERSON

- 7.1 The work to be performed by the service provider hereunder will be supervised by City's contact person referred to in Clause 35 below.
- 7.2 The parties shall notify each other in writing from time to time of the details of the nominated contact person.
- 7.3 The contact persons shall liaise and update each other on the progress of the services rendered and shall endeavour to resolve and remedy any problems or disputes that may arise in relation to the services.
- 7.4 Either party may substitute a contact person at its discretion, provided that each party shall give the other party reasonable notice of such substitution and will provide replacement employees of equivalent ability.
- 7.5 Without derogating from the foregoing, should either party replace a contact person for any reason whatsoever, it shall ensure, to the greatest extent possible in the circumstances, that the suitable period of handover and overlap takes place, at its cost, between the new and the incumbent contact person.

8. SCOPE OF GENERAL SERVICES

The service provider shall, for the duration of this agreement, provide the services set out in the scope of work and in accordance with the deliverables and milestones attached hereto as Annexure B, including but not limited to the maintenance and support services, as provided for in Clause 20 below.

9. PRICE AND PAYMENT

- 9.1 The City shall pay to the service provider the contract price in the sum of R_____ (_____ rand), payable in accordance with the terms of the appointment letter, attached hereto as Annexure C, and subject to deliverables.
- 9.2 All payments under this agreement shall be made by electronic fund transfer or other forms of payment as the parties may agree upon from time to time, upon receipt of valid and undisputed tax invoices and month-end statements together with the supporting documentation from the service provider, once the undisputed tax invoices or such portion of the tax invoices which are undisputed become due and payable.
- 9.3 All amounts and other sums payable in terms of this agreement and schedules hereto will be stipulated exclusive of VAT, unless expressly stated otherwise.

- 9.4 Unless otherwise provided in the schedules, valid tax invoices shall be submitted together with a month-end statement. Payment against such month-end statement shall be made by the City within 30 (thirty) days after the date of receipt by the City of the service provider's statement together with the relevant valid and undisputed tax invoice(s) and supporting documentation, but in any event no later than 90 (ninety) days of receipt of such statement.
- 9.5 Where the payment of any valid and undisputed tax invoice, or any part of the said tax invoice which is not in dispute, is not made by the due date, the service provider shall be entitled to charge interest on the outstanding amount, at the service provider's prime rate of interest in force, for the period from the due date of payment until the outstanding amount is fully paid.
- 9.6 There shall be no interest levied on a tax invoice that is in dispute between the parties.
- 9.7 The City shall pay the amount reflected on a tax invoice once the City's contact person has verified that the services set out in a schedule have been rendered and the tax invoice amount has been approved by the City.
- 9.8 All tax invoices shall be addressed to the City's contact person.
- 9.9 All payments shall be transferred by the City to the service provider electronically into the service provider's bank account, the details of which are as follows:
 - Bank: _____
 - Account type: _____
 - Account number: _____
 - Branch number: _____
- 9.10 Failure to comply with the clauses above may result in late payment of the total amount of an invoice by the service provider to the City. The City shall not be liable for any costs or damages suffered by the service provider as a result of such late payment.

10. PRICE RESTRUCTURING

- 10.1 The service provider shall be subject to a price review every year.
- 10.2 The City shall embark on a benchmarking exercise every 12 (twelve) months where the City shall benchmark the service provider's contract price against the prevailing market rates.
- 10.3 In the event that it emerges that the service provider's charges regarding the contract price and other charges under this agreement are materially higher than the reasonable benchmark ascertained by the City or that the City can acquire similar services of a like quality from another supplier at a total delivered cost that is lower than the total delivered cost of the services acquired hereunder from the service provider, the City shall have the right to notify the service provider of such total delivered cost and the service provider shall have an opportunity to adjust the contract price and any other charges hereunder, on

such a basis as to result in the same total delivered cost to the City, within 30 (thirty) calendar days of such notice.

- 10.4 If the service provider fails to do so or cannot legally do so, the City may –
- 10.4.1 acquire the services from such other supplier in which case the obligations, including, but not limited to, any purchase and sale requirements and/or commitments, if any, of the City and the service provider hereunder shall be reduced accordingly;
 - 10.4.2 terminate this agreement without any penalty, liability or further obligation; or
 - 10.4.3 continue under this agreement.
- 10.5 Within 30 (thirty) calendar days of a notice by the City or at any time the City so requests, the service provider shall certify in writing to the City that it is in compliance with this clause and shall provide all information that the City reasonably requests in order to verify such compliance.

11. SERVICE LEVELS

- 11.1 The service provider recognises that the City has entered into this agreement relying specifically on the service provider's representations regarding service levels including, *inter alia* –
- 11.1.1 capacity allocations in accordance with the service to be provided; and
 - 11.1.2 all work to be performed and services rendered under this agreement shall comply with industry norms and best practice acceptable within the services industry and shall be executed by the service provider to the total satisfaction of the City.
- 11.2 The service provider shall provide suitably qualified and trained employees to provide the services to the City in terms of this agreement, and shall allocate, in its discretion, employee resources in accordance with the technical skill and knowledge required, provided that any exercise of such discretion by the service provider shall not negatively impact the provision of the services by the service provider to the City. The service provider shall also allocate employees with the technical skill and knowledge on-site at the City at all times during normal working hours, if the City so requires.
- 11.3 Among others, the service provider shall comply with and provide the services as set out in Clause 8 above.

12. WITHHOLDING OF PERFORMANCE

The service provider may not, under any circumstances, including, without limitation, non-payment by the City, withhold any services from the City during the currency of this agreement, unless it validly terminates this agreement, in terms of Clause 32 below.

13. PENALTY

- 13.1 Should the service provider fail to comply with its obligations in terms of this agreement, the City may –
 - 13.1.1 exercise its rights in terms of Clause 31 below; or
 - 13.1.2 impose a penalty on the service provider.
- 13.2 An election of any of the above by the City shall not mean that the City has waived any other rights which the City might have in law.
- 13.3 Should the City choose to impose a penalty on the service provider, the City shall provide the service provider with a written notice requiring the service provider to remedy the default within 7 (seven) days from the date of delivery of the notice.
- 13.4 Should the service provider fail to remedy the default within 7 (seven) days after receiving the notice, the City shall be entitled, without prejudice to any alternative or additional right of action or remedy available to the City and without further notice, to impose a penalty, which penalty shall be a deduction of 10% of the monthly contract price for the contract period. For the avoidance of doubt, the penalty amount shall be 10% of the monies due for payment to the service provider monthly, in terms of Clause 9 above.
- 13.5 Should there be a dispute as to whether the failure to deliver was caused by the City or was the service provider's fault, such dispute shall be dealt with in accordance with Clause 33 below.

14. ACCESS

- 14.1 The City shall allow the service provider reasonable access to its premises, provided that –
 - 14.1.1 access is related to the services to be provided by the service provider; and
 - 14.1.2 the service provider adheres to all rules, regulations and instructions applicable at the City's premises.
- 14.2 The service provider is required to notify the City every month of employees who are to provide services at the service areas and/or delivery areas.
- 14.3 The City shall grant the service provider and/or its employees, referred in Clause 14.2 above, access to its premises to perform its obligations in terms of this agreement.
- 14.4 The service provider and its employees shall at all times, when entering the premises and/or service areas and/or delivery areas of the City, comply with all rules, laws, regulations and policies of the City.

15. ORDERS OF GOODS

- 15.1 The service provider's contact person shall advise the City in writing of the goods required to enable the service provider to render the services. On the order form, the service provider shall set out the quantity, description of goods and the anticipated date of delivery of the goods ("delivery date").
- 15.2 The City shall confirm the order in writing and authorise the service provider to order the goods necessary for the provision of the service.
- 15.3 All orders for goods ordered under Clause 15 shall be for the separate account of the City, the cost of which shall be invoiced to the City by the service provider upon confirmation of the order, in terms of Clause 15.2 above. The City shall not be obliged to order the goods from the service provider and shall be entitled to use any company that it deems most suitable for the provision of the goods.

16. DELIVERY OF GOODS

- 16.1 The service provider shall deliver the goods on the delivery date.
- 16.2 Should the service provider be unable to deliver the goods on the delivery date, the service provider shall inform the City of its inability to deliver the goods, the reason therefor, and shall provide the City with a reasonable alternative delivery date, which, in any event, shall not be more than 14 (fourteen) days from the original delivery date.
- 16.3 In the event that the service provider is unable to deliver the goods on the delivery date 3 (three) times in a period of 6 (six) months, the City shall be entitled to terminate this agreement by giving the service provider one (1) month's written notice to terminate.
- 16.4 Upon delivery of the goods by the service provider, the City's contact person shall sign the delivery document provided by the service provider as acknowledgement of receipt of the goods. Such acknowledgement of receipt shall not constitute an acceptance –
 - 16.4.1 that the goods were received in good condition;
 - 16.4.2 that the goods were free of any defects;
 - 16.4.3 that the goods were fit for the purpose for which they were purchased; and/or
 - 16.4.4 of any terms and conditions of the delivery document.
- 16.5 In the event that the City notifies the service provider, within 5 (five) business days, that the goods delivered are not in accordance with the order, the City shall be entitled to return the goods to the service provider at the service provider's cost and the service provider shall deliver the replacement goods ordered within 5 (five) business days of taking delivery of the defective goods.

17. DEFECTIVE GOODS OR LATENT PRODUCTS

- 17.1 The service provider shall verify whether the goods received are in order and without any defects.
- 17.2 In the event that the City realises that the goods have any defect, including (but not limited to) manufacture and/or latent defects, the City shall inform the service provider in writing within 5 (five) days of becoming aware of the defect ("Notice of Defect").
- 17.3 Upon receipt of the Notice of Defect, the service provider shall immediately deliver replacement goods to the City within 14 (fourteen) business days of receiving the Notice of Defect, referred to in Clause 17.2 above, and replace the defective goods.
- 17.4 The cost of returning and replacing the defective goods shall be borne by the service provider.
- 17.5 The service provider shall be responsible for the replacement amount of any parts of the goods that are to be replaced in terms of this agreement.

18. AMENDMENT OR CANCELLATION OF PURCHASE ORDER

The City is entitled to cancel an order, reschedule delivery of the goods or change the delivery area and delivery date on 14 (fourteen) days' written notice to the service provider.

19. INSPECTION

- 19.1 The City may, at any time, inspect the goods and/or service levels of the service provider in terms of this agreement.
- 19.2 If the City is, at any time, dissatisfied with the service levels, the City shall, within 7 (seven) days, notify the service provider in writing of the failure or default.
- 19.3 The service provider shall immediately upon receipt of written demand by the City remedy such failure or default, within 7 (seven) business days from the date of receipt of the notice, free of charge.
- 19.4 Should the service provider fail to remedy the failure or default referred to above, the City shall have the right to impose penalties as provided for in Clause 12 above or invoke the provisions of clauses and/or Clause 31 below.
 - 19.4.1 To enable the City to determine whether the goods and/or services rendered in terms of this agreement are being complied with, the service provider shall –
 - 19.4.1.1 provide the City with such information as it may reasonably require;
 - 19.4.1.2 allow the City to inspect and take copies of any records of the service provider relating to the goods and/or services, including all hardware, software, data, information, visuals,

procedures, event logs, transaction logs, audit trails, books, records, contracts and correspondence; or

- 19.4.1.3 allow the City or its authorised representatives to conduct interviews with any of the service provider's employees, subject to reasonable notice being given to the service provider.

19.5 Service provider to provide reasonable assistance

19.5.1 Where any information is required for inspection in terms of this clause and the information is kept in a computer, the service provider shall give the City reasonable assistance required to facilitate inspection and obtain copies of the information in a visible and legible form or to inspect and check the operation of any computer and any associated apparatus or material that is or has been in use in connection with the keeping of the information.

19.5.2 Any information required to be provided to the City, pursuant to Clause 19, shall be provided by the service provider, as the case may be in such form (including a form otherwise than in writing) as the City may reasonably specify.

19.5.3 The cost of any inspection contemplated in terms of Clause 19 shall be for the account of the City unless any material irregularity or failure on the part of the service provider is determined by the City in the course of such inspection.

19.6 The inspection contemplated in this agreement will be conducted –

19.6.1 during normal business hours; and

19.6.2 where the circumstances justify it, on reasonable notice to the service provider, with the minimum interference in the provision of the services and the service provider's other operations.

20. MAINTENANCE AND SUPPORT

The essential and critical elements of the maintenance and support to be provided by the service provider to the City shall be detailed in the scope of work attached hereto as Annexure B.

21. TRAINING

If required, the service provider shall, after delivery and installation of the goods, and as part of maintenance and support, ensure that the City's nominated employees, from time to time, receive the required and necessary training relating to the nature, purpose and appropriate use of the goods.

22. SERVICE PROVIDER'S WARRANTIES AND INDEMNITIES

22.1 Service warranties

22.1.1 The service provider warrants that, in relation to each service provided in terms of this agreement, –

- 22.1.1.1 it has full capacity and authority to enter into and perform this agreement, and that this agreement is executed by duly authorised representatives of the service provider;
- 22.1.1.2 it possesses or has access to the requisite knowledge, skill and experience to provide the services in an expert manner;
- 22.1.1.3 it will discharge its obligations under this agreement and any annexure, appendix or schedule hereto with all due skill, care and diligence;
- 22.1.1.4 all work performed and services rendered under this agreement shall comply with prevailing practice, standards and specifications within the industry;
- 22.1.1.5 it will be solely responsible for the payment of remuneration and associated benefits, if any, of its personnel and for withholding and remitting income tax for its personnel in conformance with any applicable laws and regulations;
- 22.1.1.6 the use or possession by the City of any materials will not subject the City to any claim for infringement of any intellectual property rights of any third party;
- 22.1.1.7 it will, with promptness and diligence, and in a skilful manner and in accordance with the practices and professional standards of operations, perform services and/or deliver goods;
- 22.1.1.8 its services and/or goods will, in all aspects, comply with industry norms and best practice to the satisfaction of the City with regard to materials and workmanship;
- 22.1.1.9 it will use and adopt any standards, processes and procedures required under this agreement;
- 22.1.1.10 it shall employ suitably qualified and trained employees to provide the services and/or goods to the City and it shall allocate employees in accordance with the technical skills and knowledge required;
- 22.1.1.11 the goods and/or services will be free from any defects in material and workmanship;
- 22.1.1.12 it will maintain and cause to be maintained the highest standard of workmanship and care in undertaking the services and/or processing the goods;

- 22.1.1.13 it will maintain and cause to be maintained the highest standard of care and diligence in providing the services, maintenance and support;
- 22.1.1.14 it will ensure that all applicable laws are observed;
- 22.1.1.15 without derogating from the generality of the foregoing, it will strictly adhere to any or all laws, regulations and accepted procedures with regard to health, hygiene and the maintaining of the environment in the manufacture, packaging, labelling, identification, storage and transportation of the goods; and
- 22.1.1.16 it guarantees that the goods shall be in good working condition for the warranty and/or maintenance period of the goods, and that the service provider shall be responsible for the costs of repair of the goods should the goods require to be repaired to their normal use.

22.2 Indemnity

22.2.1 The service provider hereby indemnifies the City against any claim which may be brought against the City by the service provider's personnel or a third party arising from the execution of this agreement or which arises against the City as a result of the service provider's breach of any of the provisions of this agreement. This is provided that the City notifies the service provider in writing within a reasonable time, and, in any event, no less than 14 (fourteen) business days of the City becoming aware of any such claim to enable the service provider to take steps to contest it. The City shall provide the service provider with such reasonable assistance as may be necessary to enable the service provider to defend the claim to the extent only that it is in a position to render such assistance. The service provider may, within 5 (five) business days of receipt of written notice from the City aforesaid, elect in writing to contest such a claim in the name of the City and shall be entitled to control the proceedings in regard thereto. This is provided that the service provider indemnifies the City against all and any costs (including attorney and own client costs) which may be incurred by or awarded against the City as a consequence of the defence of the claim.

23. SERVICE PROVIDER'S PERSONNEL

23.1 Liability for criminal acts of employees

The service provider shall be liable to the City for any loss that the City or any third party may suffer as a result of any theft, fraud or other criminal act of any employee of the service provider which arises within the course and scope of such employee's employment with the service provider.

23.2 Character of employees

23.2.1 Due to the confidential nature of certain aspects of the services and the position of trust which the service provider's employees will fulfil, the service provider hereby undertakes to use its best commercial endeavours to ensure that it only assigns to the City employees who are fit and proper persons, who display the highest standards of personal integrity and honesty, and who have not, to their knowledge, been convicted of any crime.

23.2.2 The service provider shall, at its own cost, conduct all reasonable background checks into its employees before using them to provide the services in terms of this agreement.

23.3 The City shall conduct all reasonable background checks into the service provider's employees from time to time, where it deems it necessary to do so.

24. STATUTORY AND EMPLOYMENT ISSUES

24.1 The service provider shall comply with all employment legislation

24.1.1 The service provider warrants that it has full knowledge of all relevant statutory, collective and other stipulations applicable to the relationship with its personnel and its relationship with the City. This includes, but is not limited to, the Labour Relations Act, 1995 (Act 66 of 1995), the Basic Conditions of Employment Act, 1977 (Act 75 of 1997), the Employment Equity Act, 1998 (Act 55 of 1998) and any other applicable employment legislation currently in force.

24.1.2 The service provider warrants further that it is not and will not in future be in contravention of any of the provisions of any such legislation and in the event of such contravention, the service provider shall immediately take all steps to remedy such contravention. If the City advises the service provider of any contravention of such legislation in writing, the service provider shall, within 10 (ten) days after receipt of such notice, take all steps necessary to remedy such contravention and shall keep the City informed regarding the steps taken and the implementation and result thereof.

24.2 No employment

The service provider warrants that none of its personnel shall be regarded as employees of the City. The service provider shall assist to defend and bear all costs in the event that the City is required to defend a claim, whether civil or employment related, instituted against it by the service provider's personnel should the City defend the matter. The service provider hereby indemnifies the City against all and any costs (including attorney and own client costs) which may be incurred by or awarded against the City as a consequence of the defence of the claim.

24.3 Occupational Health and Safety Act, 1993

The service provider shall be responsible for ensuring compliance with all the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993)

and it indemnifies the City against any claim which may arise in respect of such act by its personnel against the City.

25. SUBCONTRACTING

- 25.1 The service provider may not subcontract the whole of or any portion of the services in terms of this agreement to any third party without the prior consent of the City.
- 25.2 In the event the service provider wishes to subcontract the whole of or any portion of the services in terms of this agreement, it shall apply to the City in writing for consent to do so.
- 25.3 In its application, the service provider shall give the name of the subcontractor, the subcontractor's obligations, the proposed date of commencement of the subcontract, which shall include the fees payable to the subcontractor, and a report of the background security check on the subcontractor's suitability, financial and otherwise.
- 25.4 The City may, in its sole and absolute discretion, refuse consent to subcontract. In the event the City approves the subcontracting of the whole of or any portion of the services in terms of this agreement, –
 - 25.4.1 the service provider shall ensure that the subcontractor's BBEE level is equal or better than that of the service provider, its price is competitive and it has the capacity to provide the service;
 - 25.4.2 such subcontracting shall not absolve the service provider from the responsibility of achieving the service levels or complying with its obligations in terms of this agreement, and the service provider hereby indemnifies and holds the City harmless against any loss, harm or damage which the City may suffer as a result of such subcontracting;
 - 25.4.3 the service provider shall, at all times, remain the sole point of contact for the City in respect of the acquisition of services by the City; and
 - 25.4.4 no such subcontracting shall have any effect on the contract price and charges payable by the City to the service provider in terms of this agreement.

26. CONFIDENTIALITY

- 26.1 The service provider acknowledges that all information relating to the City's confidential business and technical information, data, documents or other information necessary or useful for the carrying on by the City of its business which shall include, but shall not be limited to, operating procedures, quality control procedures, approximate operation personnel requirements, descriptions, trade names and trademarks, know how, techniques, technology, information relating to clients, customers, suppliers and relevant authorities, copyright, trade secrets and all goodwill relating to the business and any other intellectual property rights, technical data and documents in whole or in part, used by the City in respect of its business ("confidential information") shall

remain confidential and shall not be made known unless the City has given written consent to do so.

- 26.2 The information provided by the City in the context of this agreement is confidential information and the service provider shall take all reasonable measures to keep the information confidential and will only use the information for the purpose for which it was provided.
- 26.3 The service provider undertakes to not disclose any such confidential information. However, there will be no obligation of confidentiality or restriction on use where –
 - 26.3.1 the information is publicly available, or becomes publicly available otherwise than by action of the receiving party;
 - 26.3.2 the information was already known to the receiving party (as evidenced by its written records) prior to its receipt under this or any previous agreement between the parties or their affiliates; or
 - 26.3.3 the information was received from a third party not in breach of an obligation of confidentiality.

27. INTELLECTUAL PROPERTY RIGHTS

- 27.1 All intellectual property rights of the contractor and/or third party vest in the contractor and/or third party, as appropriate.
- 27.2 All rights in the City name and logo remain the absolute property of the City.
- 27.3 The contractor warrants that no aspect of the services provided in terms thereof will infringe any patent, design, copyright, trademark, trade secret or other proprietary right of any third party.
- 27.4 The contractor shall promptly notify the City, in writing, of any infringement or apparent or threatened infringement or any circumstances which may potentially give rise to an infringement, or any actions, claims or demands in relation to any intellectual property rights.
- 27.5 In the event the City becomes aware of any such infringement, the contractor shall, at its cost, defend the City against any claim that the services infringe any such third party intellectual property rights, provided that the City gives notice to the contractor of such claim and the contractor controls the defence thereof. The contractor further indemnifies the City against, and undertakes that it will pay all costs, damages and attorney fees, if any, finally awarded against the City in any action which is attributable to such claim and will reimburse the City with all costs reasonably incurred by the City in connection with any such action.
- 27.6 Should any claim be made against the City by any third party in terms of Clause 27.1 above, the City shall give the contractor written notice thereof within 3 (three) days of becoming aware of such claim to enable the contractor to take steps to contest it.

- 27.7 Should any third party succeed in its claim for the infringement of any third party proprietary rights, the contractor shall, at its discretion and within 30 (thirty) days of the services having been found to infringe, at its own cost, –
- 27.7.1 obtain for the City the right to continue using the subject of infringement or the parts thereof which constitute the infringement;
 - 27.7.2 replace the subject of infringement or the parts thereof which constitute the infringement with another product or service which does not infringe and which is materially similar to the subject of infringement;
 - 27.7.3 alter the subject of infringement in such a way as to render it non-infringing while still in all respects operating in substantially the same manner as the subject of infringement; or
 - 27.7.4 withdraw the subject of infringement.

28. FORCE MAJEURE

- 28.1 For the purposes hereof, “*force majeure*” shall mean civil strife, riots, insurrection, sabotage, national emergency, acts of war of public enemy, rationing of supplies, flood, storm, fire or any other like forces of nature beyond the reasonable control of the party claiming *force majeure* and comprehended in the terms thereof.
- 28.2 If *force majeure* causes delays in or failure or partial failure of performance by a party of all or any of its obligations hereunder, this agreement shall be suspended for the period agreed in writing between the parties.
- 28.3 In the event of circumstances arising which the other party believes that it constitutes a *force majeure* (“the affected party”), such affected party shall send, within 5 (five) days from the interrupting circumstances, a written notice of the interrupting circumstances specifying the nature and date of commencement of the interrupting event to the other party. The parties shall agree, in writing, to suspend the implementation of this agreement for a specific period (“agreed period”).
- 28.4 In the event that both parties reasonably believe that the affected party shall be unable to continue to perform its obligations after the agreed period, either party shall be entitled to terminate this agreement without further notice to the other party.
- 28.5 The party whose performance is interrupted by the interrupting circumstances shall be entitled, provided that such party shall have given notice to that effect with a written notice of the interrupting circumstances as provided above, to extend the period of this agreement by a period equal to the time that its performance is so prevented.

29. CESSION

The service provider shall not be entitled to cede, assign or transfer in any other way and/or alienate its rights and obligations in terms of this agreement without the prior written consent of the City.

30. CHANGE OF CONTROL OR CIRCUMSTANCE

- 30.1 The service provider shall notify the City in writing of any change in the service provider's shareholding or membership or any change in the service provider's subsidiary companies or holding or its affiliates (such change shall be considered a material change in the constitution and identity of the service provider). The City may terminate this agreement upon becoming aware of such material change.
- 30.2 The parties agree that should there be a change, as envisaged in Clause 30.1 above, the service provider will no longer exist and a new third party or entity shall have been constituted. In this regard, such third party shall not be entitled to inherit any of the service provider's rights and obligations in terms of this agreement, which will only be transferred to the new entity in writing by the City following the City's satisfaction and approval in writing of such new entity.
- 30.3 The service provider shall further notify the City of any material changes or circumstance which might have led the City to appoint the service provider to provide the goods and/or services. In the event that any material change or circumstance occurs and the service provider fails to inform the City of such a change or circumstance, the service provider shall be deemed to have breached a material term of this agreement and the City shall be entitled to cancel the agreement on 1 (one) month's prior notice.

31. BREACH

- 31.1 Subject to Clause 30.3 above, should either party commit a breach of any term of this agreement ("the defaulting party") then the affected party ("aggrieved party") shall be entitled to inform the defaulting party in writing to remedy such failure or default within 5 (five) business days. Should the defaulting party fail to remedy the breach within 5 (five) business days after receipt of the notice, the aggrieved party shall be entitled, without prejudice to any of its rights under this agreement or law, to –
- 31.1.1 immediately terminate this agreement without giving written notice and claim damages (which shall include legal costs on an attorney or client scale);
- 31.1.2 request specific performance and claim damages (which shall include legal costs on an attorney or client scale); or
- 31.1.3 impose penalties as provided for in Clause 13 above.

32. EARLY TERMINATION

The City shall have the right to terminate this agreement by giving 30 (thirty) days' notice in writing to the service provider of its intention to terminate the agreement.

33. DISPUTES

33.1 Save for Clause 31 above or any other clause in this agreement which provides for its own remedy, should any dispute arise between the parties in respect of or pursuant to this agreement, including, without limiting the generality of the foregoing, any dispute relating to –

33.1.1 the interpretation of the agreement;

33.1.2 the performance of any of the terms of the agreement;

33.1.3 any of the parties' rights and obligations;

33.1.4 any procedure to be followed;

33.1.5 the termination or cancellation or breach of this agreement; or

33.1.6 the rectification or repudiation of this agreement,

any party may give the other party written notice of such dispute, in which event the provisions below shall apply.

33.2 Within 7 (seven) days of the declaration of such dispute, the parties' representatives or their nominated persons shall meet in the spirit of goodwill and endeavour to resolve the dispute, failing which (and without prejudice to any other alternative dispute resolution to which the parties may agree, either prior to or concurrently with arbitration) the provisions of Clause 33 shall apply.

33.3 If the parties are unable to resolve the dispute within 14 (fourteen) days of the notice of the dispute (or such longer period as they may have agreed to in writing), then either party may, on written notice to the other party, require that the dispute be submitted to and decided by arbitration, in terms of the Arbitration Act, 1965 (Act 42 of 1965).

33.4 The arbitration shall be held under the provisions of the Arbitration Act, 1965 provided that the arbitration shall be –

33.4.1 at any place which the parties agree, in writing, to be mutually convenient; and

33.4.2 in accordance with such formalities and/or procedures as may be settled by the arbitrator and may be held in an informal and summary manner, on the basis that it shall not be necessary to observe or carry out the usual formalities of procedure, pleadings and/or discovery or respect rules of evidence.

33.5 If the arbitration is –

33.5.1 a legal matter, then the arbitrator shall be a practising advocate or a practising attorney of no less than 10 (ten) years' standing;

- 33.5.2 an accounting matter, then the arbitrator shall be a practising chartered accountant of no less than 10 (ten) years' standing; and
- 33.5.3 any other matter, then the arbitrator shall be any independent person agreed upon between the parties.
- 33.6 Should the parties fail to agree on an arbitrator within 14 (fourteen) days after the arbitration has been demanded, then the arbitrator shall be nominated at the request of either of the parties, by the president for the time being of the Law Society of the Northern Provinces.
- 33.7 Should the parties fail to agree whether the dispute is of a legal, accounting or other nature within 7 (seven) days after the arbitration has been demanded, it shall be deemed to be a dispute of a legal nature.
- 33.8 The arbitrator may –
 - 33.8.1 investigate or cause to be investigated any matter, fact or thing which he/she considers necessary or desirable in connection with the dispute and, for that purpose, shall have the widest powers of investigating all documents and records of any party that have a bearing on the dispute;
 - 33.8.2 interview and question under oath the parties or any of their representatives;
 - 33.8.3 decide the dispute according to what he/she considers just and equitable in the circumstances; and
 - 33.8.4 make such award, including an award for specific performance, damages or otherwise, as he/she in his/her discretion may deem fit and appropriate. The arbitration shall be held as quickly as possible after it is requested, with a view to it being completed within 30 (thirty) days after it has been so requested.
- 33.9 The arbitrator's decision and award shall be in writing with reasons and shall be subject to appeal by either party.
- 33.10 Subject to the provisions of Clause 33.9 above, the arbitrator's award may, on application by either party to a court of competent jurisdiction and after due notice is given to the other party, be made an order of court.
- 33.11 Notwithstanding the provisions of Clauses 33.1, 33.2, 33.3, 33.4, 33.5, 33.6 and 33.7 above, in the event of either party having a claim against the other party for a liquidated amount or an amount which arises from a liquid document, or for an interdict or other urgent relief, then the other party having such a claim shall be entitled to institute action therefor in a court of law rather than in terms of the above clauses, notwithstanding the fact that the other party may dispute the claim.

33.12 The provisions of Clause 33 are severable from the rest of this agreement and shall remain in effect even where this agreement is terminated or cancelled for any reason.

34. LAWS AND JURISDICTION

34.1 This agreement shall be governed by and interpreted according to the law of the Republic of South Africa.

34.2 Each party submits to the exclusive jurisdiction of the South African courts in respect of any matter arising from or in connection with this agreement, including its termination. Each party further consents to the jurisdiction of the High Court of South Africa (North Gauteng High Court (in Pretoria)).

35. NOTICES AND COMMUNICATION

35.1 The Parties choose, as their respective *domicilium citandi et executandi* (hereinafter referred to as the “*domicilium*”) and for the delivery of any notices arising out of the agreement or its termination or cancellation, whether in respect of court process, notices or other documents or communication of whatsoever nature (including the exercise of any option), the address, as set out below.

35.1.1 The City:

2nd Floor, Block D
Tshwane House
320 Madiba Street
Pretoria
0001

Attention: _____
Telephone: _____
Fax: 086 214 9544
Email: _____

35.1.2 The service provider:

Attention: _____
Telephone: _____
Fax: _____
Email: _____

35.2 Each party shall be entitled, from time to time, by written notice to the other party, to vary its *domicilium* to any other address, which is not a post office box or *poste restante*.

- 35.3 Any notice given and any payment made by any party to another party (hereinafter referred to as “the addressee”) which –
- 35.3.1 is delivered by hand during normal business hours of the addressee at the addressee’s *domicilium*, shall be deemed, until the contrary is proved by the addressee, to have been received by the addressee at the time of delivery;
 - 35.3.2 is posted by prepaid registered post to the addressee at the addressee’s *domicilium* shall be deemed, until the contrary is proved by the addressee, to have been received on the 7th (seventh) day after the date of posting; or
 - 35.3.3 is sent by email or facsimile machine shall be deemed, until the contrary is proven by the addressee, to have been received within 1 (one) hour of transmission where it is transmitted during business hours of the receiving instrument and at noon on the following business day (excluding Saturdays) where it is transmitted outside such business hours.
- 35.4 Any notice or communication required or permitted in terms of this agreement shall be valid and effective only if in writing, but it shall be competent to give notice by facsimile.
- 35.5 Notwithstanding anything to the contrary in this agreement, a notice or communication actually received by one party shall be an adequate notice or communication notwithstanding that it was not sent to or delivered at the chosen *domicilium citandi et executandi*.

36. GENERAL AND MISCELLANEOUS

36.1 Sole record of agreement

This agreement constitutes the sole record of the agreement between the parties with regard to the subject matter hereof. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.

36.2 No amendment except in writing

No addition to, variation of or agreed cancellation of this agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties. Any alleged waiver of this requirement must itself be reduced to writing and signed by the relevant party to be of any effect.

36.3 Waivers

No relaxation or indulgence which any party may grant to any other shall constitute a waiver of the rights of that party and shall not preclude that party from exercising any rights which may have arisen in the past or which might arise in future.

36.4 Survival of obligations

Any provision of this agreement which contemplates performance or observance subsequent to any termination or expiration of this agreement shall survive any termination or expiration of this agreement and continue in full force and effect.

36.5 Approvals and consents

An approval or consent given by a party under this agreement shall only be valid if in writing and shall not relieve the other party from the responsibility of complying with the requirements of this agreement nor shall it be construed as a waiver of any rights under this agreement, except as and to the extent otherwise expressly provided in such approval or consent, or elsewhere in this agreement. Any alleged waiver of the requirement that the approval or consent must be in writing must itself be reduced to writing and signed by the relevant party to be of any effect.

37. EXECUTION

37.1 This agreement may be executed in several counterparts, which shall each be deemed an original, but all of which shall constitute one and the same instrument. A facsimile shall constitute a valid counterpart for all purposes hereunder.

37.2 The signatories to this agreement, by their signature, warrant their authority to enter into this agreement and the capacity of their principal, if signing in a representative capacity, to enter into this agreement.

Signed at on this day of 20.....

Witnesses:

1.

2.

**For and on behalf of the City of
Tshwane Metropolitan
Municipality
(duly represented by
Ms Mmaseabata Mutlaneng)**

Signed at on this day of 20.....

Witnesses:

1.
2.

For and on behalf of

(duly represented by

_____)

ANNEXURE A

RESOLUTION OF THE BOARD

Resolution by the board of directors of _____
(the "company") made at a meeting held at _____ on
_____ 20__.

NOTED: THAT _____ intends to enter into an agreement with the City of Tshwane Metropolitan Municipality in terms of which the company shall provide various services (the "agreement") on the terms and subject to the conditions of the agreement to which this resolution is attached as Annexure A.

RESOLVED:

THAT the company approves and enters into the agreement on the terms and subject to the conditions of the agreement to which this resolution is attached.

THAT _____ in his/her capacity as a _____ of the company, be and is hereby authorised to negotiate, settle and sign the agreement attached hereto, and to sign all documentation and do all things necessary to give effect to the aforesaid resolutions on behalf of the company.

Read and confirmed

CHAIRPERSON/COMPANY SECRETARY

ANNEXURE B
SCOPE OF WORK AND DELIVERABLES

ANNEXURE C
PAYMENT TERMS