



CITY OF TSHWANE METROPOLITAN MUNICIPALITY

TENDER NUMBER:

EAM 01 2023/24

TENDER DESCRIPTION:	TENDER FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER A COMPREHENSIVE VETERINARY SERVICE TO THE CITY OF TSHWANE, WHICH INCLUDES BOTH DOMESTICATED ANIMALS AND VARIOUS WILDLIFE SPECIES FOR A PERIOD OF 3-YEARS ON AN AS AND WHEN REQUIRED BASIS.
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NAME OF BIDDER:

CSD NUMBER:

VENDOR NUMBER (WHERE APPLICABLE)

Prepared by:
City of Tshwane Metropolitan Municipality
Tshwane House
320 Madiba Street
Pretoria CBD
0002
Tel: 012 358 9999

BID CLOSING DATE

26 October 2023

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.

“Note: Bidders are required to submit electronic copies of the bid either by memory stick/USB flash drive/CD/DVD together with the hard copy of the Bid/Proposals”



CITY OF TSHWANE METROPOLITAN MUNICIPALITY

DEPARTMENT: ENVIRONMENTAL AND AGRICULTURAL MANAGEMENT

Bids are hereby invited from suppliers for the following bid:

Bid number	Description	Department	Contact person	Compulsory briefing session	Closing date
EAM 01/2023/24	TENDER FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER A COMPREHENSIVE VETERINARY SERVICE TO THE CITY OF TSHWANE, WHICH INCLUDES BOTH DOMESTICATED ANIMALS AND VARIOUS WILDLIFE SPECIES FOR A PERIOD OF 3-YEARS ON AN AS AND WHEN REQUIRED BASIS.	Environmental And Agriculture Management	Technical enquiries: Phildette Heunis phildetteh@tshwane.gov.za/ 012 358 1728 Willem M. Breedt Willemb@tshwane.gov.za/ 012 358 0926	Venue: Toulouse Building,Fountains Valley,Christina de Witt Avenue,Groenkloof, Big Boardroom First Floor Date: 11 October 2023 at 10:00	26 October at 10:00

THE DOCUMENT IS DOWNLOADABLE ON THE TSHWANE WEBSITE (www.tshwane.gov.za) and on the E-tender portal.

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

Note: Bidders are required to submit electronic copies of the bid either by memory stick/USB flash drive/CD/DVD together with the hard copy of the Bid/Proposals

**Tshwane House
320 Madiba Street
Pretoria CBD
0002**

Documents must be deposited in the bid box not later than **10:00 on 26 October 2023**

Bidders must contact the following officials for any enquiries:

Technical enquiries: Phildette Heunis (012 358 1728 or phildetteh@tshwane.gov.za) /
Willem M. Breedts (Willemb@tshwane.gov.za / 012 358 0926)
Supply chain enquiries: Maureen Radingoana (012 358 6153 or
Maureenr@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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LIST OF RETURNABLE DOCUMENTS THAT SHOULD FORM PART OF BID DOCUMENT			
	Company registration certificate		
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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 or Tippex corrections were made, or any other colour ink. 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;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
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.
10. Duly Signed and completed MBD forms (MBD 1, 4, 5, 8 and 9) The person signing the bid documentation must be authorised to sign on behalf of the bidder. Where the signatory is not a Director / Member / Owner / Shareholder of the company, an official letter of authorization or delegation of authority should be submitted with the bid document.
11. All MBD documents fully completed (i.e. no blank spaces) and fully signed? By the authorized personnel.
12. False or incorrect declarations on any of the MBD documents will result in the rejection of the bidder.

13 It is the responsibility of the bidder to disclose in MBD4 any interest in any other related companies or business whether they are bidding for this contract. Failure to disclose this interest will result in the rejection of the bid.

14 Joint Ventures (JV) – (Only applicable when the bidder tender as a joint venture)

Where the bidder bid as a Joint Ventures (JV), the required or relevant documents under administrative requirements must be provided/submitted for all JV parties. (These include MBD4, MBD5, MBD8, MBD 9, CSD and/ or SARS pin, Confirmation that the bidder's municipal rates and taxes are up to date.)

In addition to the above the bidder must submit a Joint Venture (JV) agreement signed by the relevant parties.

It is a condition of this bid that the successful bidder will continue with same Joint Venture (JV) for the duration of the contract, unless prior approval is obtained from City of Tshwane.

JV agreement must be complete, relevant and signed by all parties.

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:

ENVIRONMENT AND AGRICULTURE MANAGEMENT
&
METRO POLICE DEPARTMENT

BID NAME

TENDER FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER A
COMPREHENSIVE VETERINARY SERVICE TO THE CITY OF TSHWANE, WHICH
INCLUDES BOTH DOMESTICATED ANIMALS AND VARIOUS WILDLIFE SPECIES FOR A
PERIOD OF 3-YEARS ON AN AS AND WHEN REQUIRED BASIS

BID NUMBERS

EAM 01-2023/24

INTRODUCTION AND PURPOSE

The purpose of this tender is to appoint a service provider to render a comprehensive veterinary service to the City of Tshwane, which includes domesticated animals, various wildlife species, and service animals for a period of three (3) years on an as and when required basis.

IMPORTANT:

Only proposals from qualified and certified professional veterinarians within the related fields will be considered and accepted.

Bidders should note that this tender is divided into two (2) categories:

CATEGORY A:

The appointment of a qualified veterinarian to render a Comprehensive Veterinary Service to various Wildlife Animal Species, Farm Animals and Service Animals situated in various Nature Reserves, Resorts, And Agricultural Holdings as well as the supply of miscellaneous Veterinary Equipment and Medication for animals. Only qualified veterinarians conforming to all the minimum requirements in most types of WILDLIFE and AGRICULTURAL animals may submit a bid for the tender.

CATEGORY B: To appoint a qualified veterinarian to render a Comprehensive Veterinary Service to service animals of the Tshwane Metro Police Department of the City of Tshwane.

Only qualified veterinarians conforming to all the minimum requirements in most types of Agricultural and Domestic/service animals such as Horses/Equine and Dogs (K9) may submit a bid for the tender.

BIDDING SCHEDULE:

Bidders should note that this tender will be awarded per category.

Bidders must clearly indicate in the table below for which categories they are bidding.

This will assist the SCM committee to determine before-hand for which Item a bidder submitted a proposal. Bidders may bid for both categories or only one of the two categories.

CATEGORIES	DESCRIPTIONS	YES / NO
CATEGORY A	Comprehensive veterinary service to various wildlife animal species, farm animals and service animals situated in various nature reserves, resorts, and agricultural holdings as well as the supply of miscellaneous Veterinary Equipment and Medication for animals.	
CATEGORY B	Comprehensive veterinary service to service animals of the Tshwane Metro Police Department	

CATEGORY A:

The appointment of a qualified veterinarian to render a comprehensive veterinary service to various wildlife species and domesticated animals situated in various nature reserves, resorts, and agricultural holdings.

BACKGROUND

The City of Tshwane is accountable for biodiversity management according to National legislation. The aim of the tender is to appoint a service provider to render veterinary service at City of Tshwane Nature Reserves and Resorts for a period of 36 months from the date of appointment on an as and when required basis.

Part of the functions of the City of Tshwane is to establish, maintain and manage nature reserves and resorts within the municipal area on which wildlife species such as Impala, Spring buck,

etc., that are free roaming on the reserves. The Department also manages two animal farms, with have domesticated animals like cattle, sheep, etc., and a reptile park.

IMPORTANT:

The list below contains the priority areas of the City of Tshwane, but the service required is not limited to these sites only. There are various smaller Nature Reserves and Resorts within the municipal jurisdiction where this service will also be required.

Rietvlei Nature Reserve

Groenkloof Nature Reserve

Wonderboom Nature Reserve

Moreletakloof Nature Reserve

Voortrekker Monument Nature Reserve

Faerie Glen Nature Reserve

Toloane Nature Reserve

Klapperkop Nature Reserve

Rooihuiskraal Historical Terrain and Resort

Derdepoort Resort

PROJECT SCOPE

It is recommended that any prospective bidder must be in possession of a bachelor's degree in veterinary science (BVSc) qualification, and he/she must be registered and certified with the South African Veterinary Council (SAVC) as a veterinary surgeon.

Only qualified veterinarians conforming to the following minimum requirements in treating most types of Wildlife and Agricultural animals may submit a bid for the tender as they are better equipped and is able to comply with all the necessary legislation requirements.

The comprehensive veterinary service can be required at any of the City of Tshwane's nature reserves or resorts. Such service must include the following minimum requirements:

Any veterinarian performing any of the work required in this specification, on any of the animals of the City of Tshwane, must be in possession of bachelor's degree in veterinary science (BVSc) tertiary qualification, with a minimum of at least five (5) years' experience after obtaining the required qualification.

All staff performing any veterinary work on any of the animals of the City of Tshwane, must be registered with the South African Veterinary Council (SAVC) to perform any one of the following services:

Veterinary Specialist.

Veterinary Surgeon.

Veterinarian.

Veterinary Nurse.

The comprehensive veterinarian service required, must cater for the following:

Provision of a 24-hour standby service which includes the availability of a qualified and registered veterinarian.

The veterinarian must have the relevant experience in; and be able to work on both small-scale and large-scale animals.

The veterinarian must be in possession of or have access to a facility where sick animals can be housed and cared for at the facility from where he executes his duties.

Must include a comprehensive hospital service.

Must include the availability of a digital x-ray facility for larger-scale animals (more specifically wildlife species).

Must include a laboratory service.

Must include the supply, offload, and deliver miscellaneous Veterinary Equipment and Medication for animals.

The veterinarian performing the required work, must be able execute the following requirements:

Provide and execute Accidental and Emergency Medical Care.

Suggest, implement, and monitor a Holistic Preventative Medical Program.

Accommodate "house" calls (call outs) which will require that he/she visits sick animals that cannot be transported to a veterinarian facility wherever it is located within the municipal jurisdiction.

De-horning of Rhinoceros.

Execute necropsies on selected carcasses for certain species of animals, which include the provision of a Post-mortem report.

Should the successful service provider appoint a locum physician (a veterinarian who temporarily fulfills the duties of the appointed veterinarian), such physician must also be in possession of a Bachelor's in Veterinary Science (BVSc) tertiary qualification. Certified copies of such qualification and proof of registration with the South African Veterinary Council (SAVC), must be submitted to the Strategic Executive Director: Environment and Agriculture Management or his/her delegated representative.

The service required, pertains to the following categories of animals and wildlife species found in the nature reserves, resorts, and agricultural holdings of the City of Tshwane:

WILDLIFE SPECIES

Rhinoceros
Buffalo
Eland
Water Buck
Hippopotamus
Blesbok
Black Wildebeest
Blue Wildebeest
Spring Buck
Red Hartebeest
Impala
Zebra
Small Antelope Species
Rare and Endangered Bird Species
Reptiles
Wild Cat Species
Cheetah
Brown Hyena
Primates such as monkeys
Or any other wild animal within the City of Tshwane

AGRICULTURAL ANIMALS:

Cattle
Horses
Sheep
Goats

DELIVERABLES

A qualified veterinarian is needed as follows:
To attend to sick and injured animals on site

Rhinoceros de-horning, which should include sedation and all medical and medicinal supplies required per animal

Sedation of animals that are to be translocated

Euthanasia of sick or injured animals when necessary

Veterinarian to be available for telephonic evaluations and consultations







Veterinarian to be fully equipped with his own immobilisation equipment






Veterinarian to provide Farrier services that is to be fulfilled by a qualified and professional Farrier.





MISCELLANEOUS VETERINARY EQUIPMENT AND MEDICINE






	DESCRIPTION
2.1.4.1	Provide Veterinary services rate per hour Veterinary services include, but not limited to: Treatment of sick and/or injured animal Administer medicine as and when required Darting of sick and/or injured animal Euthanasia where necessary Necropsies as and when necessary
2.1.4.2	Provide services for Rhinoceros de-horning (all-inclusive rate per animal) All services necessary to complete the de-horning of Rhinoceros
2.1.4.3	Travelling rates/km Rate per kilometre driven on a call-out for veterinary service to be done
2.1.4.4	Provide Farrier services. To provide all types of Farrier services Repairing and replacing damaged shoes Treating of hooves
2.1.4.5	Supply Surgical Gloves Latex examination gloves Ambidextrous Nonsterile Single use only Size: XL
2.1.4.6	Supply 10 ml Syringes Sterile Non-toxic Non-pyrogenic Disposable single-use syringes without needles are synonymous with high quality Size: 10 ml











2.1.4.7	<p>Supply 20 ml Syringes</p> <p>Sterile</p> <p>Non-toxic</p> <p>Non-pyrogenic</p> <p>Disposable single-use syringes without needles are synonymous with high quality</p> <p>Size: 20 ml</p>	
2.1.4.8	<p>Supply 60 ml Syringes</p> <p>Sterile</p> <p>Non-toxic</p> <p>Non-pyrogenic</p> <p>Disposable single-use syringes without needles are synonymous with high quality</p> <p>Size: 60 ml</p>	
2.1.4.9	<p>Supply 16 Gauge Needles</p> <p>Hypodermic needle</p> <p>Advanced low-angle bevel design</p> <p>Low-friction lubricant</p> <p>Stainless steel cannula</p> <p>Polypropylene hub fits all slip tips</p> <p>Latex-free</p> <p>Sterile</p> <p>Various needle sizes (Gauge) for syringes: 16 Gauge</p>	
2.1.4.10	<p>Supply 25 Gauge Needles</p> <p>Hypodermic needle</p> <p>Advanced low-angle bevel design</p> <p>Low-friction lubricant</p> <p>Stainless steel cannula</p> <p>Polypropylene hub fits all slip tips</p> <p>Latex-free</p> <p>Sterile</p> <p>Various needle sizes (Gauge) for syringes: 25 Gauge</p>	
2.1.4.11	<p>Supply 40 Gauge Needles</p> <p>Hypodermic needle</p> <p>Advanced low-angle bevel design</p> <p>Low-friction lubricant</p> <p>Stainless steel cannula</p> <p>Polypropylene hub fits all slip tips</p> <p>Latex-free</p> <p>Sterile</p> <p>Various needle sizes (Gauge) for syringes: 40 Gauge</p>	
2.1.4.12	<p>Supply Darts</p> <p>Drop out dart (Only used once)</p> <p>Ballistic syringe loaded with an immobilizing agent</p>	









	Plain, hypodermic needle Stabilizer of fibrous material	
2.1.4.13	Supply 50 mm x 50 mm Gauze Swabs Made from cotton weave Breathable Absorbent Size: 50 mm x 50 mm 8 Ply Non-Sterile	
2.1.4.14	Supply 100 mm x 100 mm Gauze Swabs Made from cotton weave Breathable Absorbent Size: 100 mm x 100 mm 8 Ply Non-Sterile	
2.1.4.15	Supply 150 mm x 150 mm Gauze Swabs Made from cotton weave Breathable Absorbent Size: 150 mm x 150 mm 12 Ply Non-Sterile	
2.1.4.16	Supply Elastic Bandage 7.5 cm x 4.5 m A heavy cotton fabric with hot-melt glue Latex free High quality extensible tension for correct positioning Air permeable adhesive to help prevent skin maceration Fluffy non-fray edges to the bandage from marking Maintains to original size, do not constrict Yellow line to simplify accurate overlap during application Size: 75 mm x 4.5 m	
2.1.4.17	Supply Surgical washing liquid – 1 Litre Antiseptic Liquid Soap: Antiseptic Solution is a multi-purpose broad spectrum preparation effective against a wide range of bacteria, fungi, viruses, and spores. Also used as a topical application to treat and help prevent re-infection in a variety of clinical situations. Size: 1 l	




2.1.4.18	<p>Supply Surgical washing liquid – 5 Litre</p> <p>Antiseptic Liquid Soap:</p> <p>Antiseptic Solution is a multi-purpose broad spectrum preparation effective against a wide range of bacteria, fungi, viruses, and spores.</p> <p>Also used as a topical application to treat and help prevent re-infection in a variety of clinical situations.</p> <p>Size: 5 l</p>	
2.1.4.19	<p>Supply Microchip</p> <p>Diameter 1.4mm x 8mm length</p> <p>Frequency 134.2 kHz (ISO FDX B 11784 – 11785)</p> <p>10-digit unique number</p> <p>Bio Glass encapsulated</p> <p>Water Immersion to IP68</p> <p>Operating Temperature 0 to +50oC</p> <p>Peak Temperature – up to 120oC</p> <p>Resistant to salt water, alcohol, oil, 10% HCL and ammoniac</p> <p>Certified by ICAR – International Committee for Animal Recording</p> <p>Individually packaged in easy to open sterile bags</p> <p>Safety cap and safety lock on implanter</p> <p>6 duplicate labels, barcoded for easy processing</p>	
2.1.4.20	<p>Supply Ear tags Medium</p> <p>Game ear tags with good retention rate even under the harshest environments</p> <p>The medium sized F3M3 combo is suitable for smaller game and allows visibility from the front and back of the animal</p> <p>F3 Tag – 79 mm x 57 mm</p> <p>M3 Pin – 79 mm x 57 mm</p> <p>Laser marking is a permanent form of marking ear tags by using a high powered, precision laser, to burn custom logo's, numbers, letter or symbols onto the tag surface</p> <p>Colour: Red, Orange, Yellow, Green, Blue, Purple, Pink and White</p> <p>Size: Medium</p>	
2.1.4.21	<p>Supply Ear tags Large</p> <p>Game ear tags with good retention rate even under the harshest environments.</p> <p>The larger F4M4 combo is suitable for larger game and allows visibility from the front and back of the animal</p> <p>F4 Tag - 100mm x 76mm</p> <p>M4 Pin - 100mm x 76mm</p> <p>Laser marking is a permanent form of marking ear tags by using a high powered, precision laser, to burn custom logo's, numbers, letter or symbols onto the tag surface.</p> <p>Colour: Red, Orange, Yellow, Green, Blue, Purple, Pink and White</p>	

	Size: Large	
2.1.4.22	<p>Supply Blood collection kits</p> <p>Kits for blood and urine sample collection kits</p> <p>Container for: Urine samples or blood vacutainer</p> <p>Dimension of the bottle (L X W X H): 70 x 70 x 120 mm</p> <p>Bottle capacity: 100 ml or 4 blood tubes of 10 ml</p> <p>Bottle material: Plastic</p> <p>Cap material: plastic</p> <p>Serial number: 8-digit number</p> <p>Storage conditions: between 0°C and + 40°C</p> <p>Dangerous goods regulations: Complies with DGR category for "Exempt animal specimens"</p>	
2.1.4.23	<p>Supply Biopsy punches</p> <p>A sharp rounded blade tip used to remove tissue to be tested during procedures</p> <p>High quality stainless steel, providing an extremely sharp cutting edge and an effortless biopsy experience</p> <p>Ribbed handle ensures a secure grip and decisive control.</p> <p>Disposable punch, size embossed</p> <p>Individually blister packed</p> <p>Sterile</p> <p>Packed with 20 units per box.</p> <p>Sizes: 1 mm – 8 mm</p>	
2.1.4.24	<p>Supply DNA dart</p> <p>DNA dart on a 2-cc dart body to remove a sample consisting of both the dermis and hypodermis material</p> <p>Attached to the aluminium nose cone is a stainless-steel cutter measuring approximately 4.191 mm x 3.81 mm and encompasses a barbed "capture claw" to ensure sample retention</p> <p>A DNA dart retains a sample and falls to the ground.</p>	
2.1.4.25	<p>Supply Scalpel blades – No 10</p> <p>Carbon Steel</p> <p>Sterilized</p> <p>Size: No 10</p>	
2.1.4.26	<p>Supply Scalpel blades – No 15</p> <p>Carbon Steel</p> <p>Sterilized</p> <p>Size: No 15</p>	

2.1.4.27	<p>Supply Scalpel blades – No 20</p> <p>Carbon Steel</p> <p>Sterilized</p> <p>Size: No 20</p>	
2.1.4.28	<p>Supply Scalpel blades – No 25</p> <p>Carbon Steel</p> <p>Sterilized</p> <p>Size: No 25</p>	
2.1.4.29	<p>Supply 10 drops / ml Drip set</p> <p>Made up of medical grade non-toxic, non kinkable, soft PVC</p> <p>Drip Set comprises of Drip Chamber and Drip Tube.</p> <p>Spike with Air vent (non-Vented also available).</p> <p>Latex free.</p> <p>Luer lock connector.</p> <p>Sterilised by Ethylene Oxide gas.</p> <p>Flow regulator to monitor flow of I.V. Fluid passing through drip</p> <p>Individually packed</p> <p>Type: 10 drops / ml</p>	
2.1.4.30	<p>Supply 15 drops / ml Drip set</p> <p>Made up of medical grade non-toxic, non kinkable, soft PVC</p> <p>Drip Set comprises of Drip Chamber and Drip Tube.</p> <p>Spike with Air vent (non-Vented also available).</p> <p>Latex free.</p> <p>Luer lock connector.</p> <p>Sterilised by Ethylene Oxide gas.</p> <p>Flow regulator to monitor flow of I.V. Fluid passing through drip</p> <p>Individually packed</p> <p>Type: 15 drops / ml</p>	
2.1.4.31	<p>Supply 20 drops / ml Drip set</p> <p>Made up of medical grade non-toxic, non kinkable, soft PVC</p> <p>Drip Set comprises of Drip Chamber and Drip Tube.</p> <p>Spike with Air vent (non-Vented also available).</p> <p>Latex free.</p> <p>Luer lock connector.</p> <p>Sterilised by Ethylene Oxide gas.</p> <p>Flow regulator to monitor flow of I.V. Fluid passing through drip</p> <p>Individually packed</p> <p>Type: 20 drops / ml</p>	

2.1.4.32	<p>Supply Filter paper</p> <p>Filter paper, i.e., FTA paper, is an absorbent cellulose-based paper that contains four chemical substances to protect DNA molecules</p> <p>The paper allows the storage of Biosamples like blood and saliva for later DNA extractions</p> <p>Samples stored at room temperature</p> 
2.1.4.33	<p>Supply 1 Litre Saline drip set</p> <p>0.9 % saline solution</p> <p>It is a clear solution of Sodium Chloride and sterile water</p> <p>Lightweight</p> <p>Compact</p> <p>One litre Saline IV fluid</p> <p>1x IV administration set</p> <p>2x IV cannulas</p> <p>2x Alcohol swabs and pack gauze</p> <p>1x Clear adhesive dressing</p> <p>1x Elastic tourniquet</p> <p>1x Pair gloves</p> <p>Instructions</p> 
2.1.4.34	<p>Supply 5 Litre Saline drip set</p> <p>0.9 % saline solution</p> <p>It is a clear solution of Sodium Chloride and sterile water</p> <p>Lightweight</p> <p>Compact</p> <p>Five litre Saline IV fluid</p> <p>1x IV administration set</p> <p>2x IV cannulas</p> <p>2x Alcohol swabs and pack gauze</p> <p>1x Clear adhesive dressing</p> <p>1x Elastic tourniquet</p> <p>1x Pair gloves</p> <p>Instructions</p> 

2.1.4.35	<p>Supply Abamectin 0,5 %</p> <p>Transdermal pour-on with broad spectrum internal and external parasite control for cattle and antelope, i.e., Eliminate</p> <p>Controls and aids in the control of certain nematodes of antelope</p> <p>Size: 5 l</p>	
2.1.4.36	<p>Supply 50 ml Anti-parasitic drug</p> <p>A treatment with anti-inflammatory and anti-parasitic properties for animals</p> <p>Sterile solution containing 1% ivermectin</p> <p>Size: 50 ml</p>	
2.1.4.37	<p>Supply 200 ml Anti-parasitic drug</p> <p>A treatment with anti-inflammatory and anti-parasitic properties for animals</p> <p>Sterile solution containing 1% ivermectin</p> <p>Size: 200 ml</p>	
2.1.4.38	<p>Supply Metronidazole 200 mg/5 ml Suspension</p> <p>An antibiotic that is used to treat bacterial infections for animals, i.e., Flagyl Suspension</p> <p>Oral liquid</p> <p>Size: 100 ml</p>	
2.1.4.39	<p>Supply Endo parasiticide controller</p> <p>Composition</p> <p>Fenbendazole 5 % m/v</p> <p>2-Benzimidazole</p> <p>Oral dewormer for animals</p> <p>Roundworm, lungworm, and milk tapeworm remedy, i.e., Panacur</p> <p>Size: 200 ml</p>	
2.1.4.40	<p>Supply Insecticide dusting powder</p> <p>Insecticide dusting powder for animals, i.e., Karbadust</p> <p>Active ingredient – Carbaryl (Carbamate) 50 g/kg</p> <p>Size: 500 g</p>	
2.1.4.41	<p>Supply Tick and Flea Treatment Spray</p> <p>Deliver fast acting flea and tick protection for animals, i.e., Frontline Spray</p> <p>Waterproof</p> <p>Size: 250 ml</p>	
2.1.4.42	<p>Supply Oxytetracycline hydrochloride 120 mg/ml</p> <p>Single intramuscular injection of 1 ml/10 kg live body mass provides sufficient oxytetracycline blood levels for 3 to 5 days</p> <p>Treatment for heartwater, tick-borne gallsickness, footrot, pneumonia, navel-ill, and joint-ill, i.e., Hi-Tet</p> <p>Size: 100 ml</p>	

2.1.4.43	<p>Supply Dimethyl Sulphoxide 94%</p> <p>Clear, colorless liquid that is miscible with water and most organic solvents</p> <p>Treatments which are destroyed by the digestive tract</p> <p>Anti-inflammatory properties</p> <p>Antifungal properties</p> <p>Cryoprotective, radioprotective, and anti-ischemic effects</p> <p>Dissolves collagen can cause nerve block, diuresis, is a cholinesterase inhibitor, vasodilator, and a muscle relaxant.</p> <p>Following topical application of Dimethyl Sulphoxide 94 %, i.e., DMSO, to the skin, it is rapidly absorbed and distributed widely throughout bodily tissues</p> <p>Size: 100 ml</p>	
2.1.4.44	<p>Supply 1 kg Calcium powder</p> <p>Provides additional calcium and phosphorus to the animals' diet</p> <p>Composition</p> <p>5 grams (one level measure) contains:</p> <p>Vitamin A - 2000 iu</p> <p>Vitamin D3 - 150 iu</p> <p>Iron - 5 iu</p> <p>Vitamin E - 20 mg</p> <p>Zinc - 5 mg</p> <p>Calcium - 350 mg</p> <p>Phosphorus - 290 mg</p> <p>Calcium / Phosphorus ratio – 1</p>	
2.1.4.45	<p>Supply 10 kg Calcium powder</p> <p>Provides additional calcium and phosphorus to the animals' diet</p> <p>Composition</p> <p>5 grams (one level measure) contains:</p> <p>Vitamin A - 2000 iu</p> <p>Vitamin D3 - 150 iu</p> <p>Iron - 5 iu</p> <p>Vitamin E - 20 mg</p> <p>Zinc - 5 mg</p> <p>Calcium - 350 mg</p> <p>Phosphorus - 290 mg</p> <p>Calcium / Phosphorus ratio – 1</p>	

CATEGORY B: The appointment of a qualified veterinarian to render a Comprehensive Veterinary Service to service animals of the Tshwane Metro Police Department of the City of Tshwane.

Only qualified veterinarians conforming to all the minimum requirements in most types of Agricultural and Domestic/service animals such as Horses/Equine and Dogs (K9) may submit a bid for the tender.

BACKGROUND

The Tshwane Metro Police Department have various service animals that consist of dogs (K9) and horses (equine). These animals are required to be vaccinated and care for should any medical conditions or injuries arise or occur.

The Tshwane Metro Police Department therefore require a comprehensive veterinary service to ensure that the service animals in accordance with the Animals Protection Act 1962 (Act 71 of 1962).

PROJECT SCOPE

To provide a comprehensive veterinary service, which must include equine and small animals, to the service animals of the Tshwane Metro Police Department for a period of three years on an as and when required basis.

The Comprehensive Veterinary Service must adhere to the following stipulation as described within the various Acts and Standards of animal as per the paragraph labelled Applicable National and International Standards.

GENERAL

The comprehensive veterinary service, must include equine and small animals to the service animals of the Tshwane Metro Police Department for a period of three years on an as and when required basis

The comprehensive veterinary service must include the following:

- Any veterinarian performing any of the required work on any of the animals must be in possession of BVSc degree with a minimum of at least two (2) years' experience after obtaining the required degree.
- All staff executing any veterinary work must be registered with the SAVC to perform any one of the following services:
 - Veterinary specialist.

- Veterinarian.
- Veterinary Nurse.
- The veterinarian service as well as a qualified veterinarian must be available on a 24 hour standby basis.
- The veterinarian must have the relevant experience in and be able to work on small and large (Canine and Equestrian) animals;
- Must be in possession of a facility where sick animals can be housed and cared for at the facility from where he execute his duties;
- A comprehensive hospital service must be available;
- The veterinarian must be able to accommodate “house” calls where it will be required that he/she visits the sick animal where it might be;
- A digital x-ray facility for all horses must be available;
- The veterinarian must be able to provide a laboratory service
- Any prospective bidder must be in possession of a BVSc tertiary qualification and he/she must be registered and certified with the South African Veterinary Council as a veterinary surgeon.
- If a locum is appointed by the successful service provider, a certified copy of such a locum’s BVSc degree qualification must be submitted to the Chief of Police or his or her delegated representative.

SITE SPECIFICATIONS

Site inspections of all facilities will be executed during the technical evaluation phase during which the following must be provided by the successful tenderer:

Proof of registration of facility with the SAVC;

Proof of registration of all staff with the SAVC

All inspections will be carried out as per Rules 18 – 22: Minimum Standards for Veterinary Facilities attached to this specification.

The site from where the comprehensive veterinary service will be provided shall comply with the applicable minimum standards for a consulting room as well as animal hospital, are specified in these rules of the South African Veterinary Council (SAVC) and will then accordingly acknowledge and registered with this Council as a Surgical Veterinary Clinic.

Annexure A - Attached for perusal is Rules 18 – 22: Minimum Standards for Veterinary Facilities. The following evidence must be provided upon request:

Confirmation and proof of inoculations and vaccinations.

Confirmation and proof of medical treatments executed.

Confirmation and proof of medication administered.

STAGES OF EVALUATION

This bid will be evaluated in four evaluation stages namely.

Stage 1: Administrative compliance

Stage 2: Mandatory

Stage 3: Site Inspections

Stage 4: Preference Points System

ADMINISTRATIVE COMPLIANCE

All the bids will be evaluated against the administrative responsiveness requirements as set out in the list of returnable documents.

Compulsory Returnable Documentation (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)
a) To enable The City to verify the bidder's tax compliance status, the bidder must provide; <ul style="list-style-type: none">• A copy of their Tax Clearance Certificate (TCS);or• Indicate their tax compliance status PIN.		TCS must be in the same business name as the bidding company. TCS must be valid. Tax status must be compliant before the award.
b) A copy of their Central Supplier Database (CSD) registration; or indicate their Master Registration Number / CSD Number;		CSD must be valid. Tax status must be compliant before the award.
c) Confirmation that the bidding company's rates and taxes are up to date: Original or copy of Municipal Account Statement of the Bidder (bidding company) not older than 3 months and account must not be in arrears for more than ninety (90) days; or ,signed lease agreement or In case of bidders located in informal settlement, rural areas or areas where they are not required to pay Rates and Taxes a letter from the local councillor confirming they are operating in that area		Was a Municipal Account Statement or landlord letter provided for the bidding company? The name and / or addresses of the bidder's statement correspond with CIPC document, Address on CSD or Company profile? Are all payment(s) up to date (i.e. not in arrears for more than 90 days?
d) In addition to the above, confirmation that all the bidding company's owners / members / directors / major shareholders rates and taxes are up to date: • Original or copy of Municipal Account Statement of all the South African		Was a Municipal Account Statement or landlord letter provided for the bidding company? The name and / or addresses of the bidder's

Compulsory Returnable Documentation (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)
<p>based owners / members / directors / major shareholders not older than 3 months and the account/s may not be in arrears for more than ninety (90) days; or a signed lease agreement of owners / members / directors / major shareholders or In case of bidders located in informal settlement, rural areas or areas where they are not required to pay Rates and Taxes a letter from the local councillor confirming they are residing in that area</p>		<p>statement correspond with CIPC document, Address on CSD or Company profile? Are all payment(s) up to date (i.e. not in arrears for more than 90 days?</p>
<p>e) Duly Signed and completed MBD forms (MBD 1, 4, 5, 8 and 9) The person signing the bid documentation must be authorized to sign on behalf of the bidder. Where the signatory is not a Director / Member / Owner / Shareholder of the company, an official letter of authorization or delegation of authority should be submitted with the bid document.</p> <p>NB: Bidders must ensure that the directors, trustees, managers, principal shareholders, or stakeholders of this company, declare any interest in any other related companies or business, whether or not they are bidding for this contract. <u>See Question 3.14 of MBD 4. Failure to declare interest will result in a disqualification</u></p>		<p>All documents fully completed (i.e. no blank spaces)? All documents fully signed? Signature authorized (any director / member / trustee as indicated on the CIPC document, alternatively a delegation of authority would be required? Documents completed in black ink (i.e. no "Tippex" corrections, no pencil, no other color ink, or non-submission of the above, will be considered)?</p>
<p>f) Financial Statements for the most recent three (3) years or financial statements from date of existence for companies less than three years old.</p> <p>NB: The bidder must submit signed audited annual financial statements for the most recent three years, or if established for a shorter period, submit audited annual financial statements from date of establishment.</p> <p>If the bidder is not required by law to prepare signed annual financial statements for auditing purposes, then the bidder must submit proof that the bidder is not required by law to prepare audited financial statements.</p>		<p>Applicable for tenders above R10m in conjunction with MBD 5)</p> <p>Are Audited financial statements provided (Audited financials must be signed by auditor)? Or proof that the bidder is not required by law to prepare audited financial statements.</p>
<p>g) Joint Ventures (JV) – (Only applicable when the bidder tenders as a joint venture) Where the bidder bids as a joint venture (JV), the required or relevant documents as per (a) to (f) above must be provided for all JV parties. In addition to the above the bidder must submit a Joint Venture (JV) agreement signed by the relevant parties.</p> <p>NB: It is a condition of this bid that the successful bidder will continue with the same Joint Venture</p>		<p>If applicable. JV agreement provided? JV agreement complete and relevant? Agreement signed by all parties? All required documents as per (i.e. a to f) must be provided for all partners of the JV.</p>

Compulsory Returnable Documentation (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)
(JV) for the duration of the contract unless prior approval is obtained from the City.		
h) Bidder attended a compulsory briefing session where applicable		A compulsory briefing register must be signed by the bidder. Bidders will be disqualified should they fail to attend compulsory briefing session
i) Pricing schedule (All items must be quoted for in pricing schedule and if not, all items are quoted the bidder will be disqualified). Unless the tender is awarded per item or per section where the bidder only quoted the items or sections, they are interested in.		Incomplete pricing schedule results in totals being incomparable. Bidder must be disqualified. Bidder will be disqualified should they make corrections on the price schedule without attaching a signature thereto. Bidder will be disqualified should they use tippex/ correction ink, on the price schedule.

MANDATORY REQUIREMENTS

IMPORTANT:

ONLY CERTIFIED COPIES OF THE ORIGINAL DOCUMENTS MUST BE ATTACHED.

CATEGORY A - MANDATORY REQUIREMENTS

The appointment of a qualified veterinarian to render a Comprehensive Veterinary Service to various Wildlife Animal Species, Farm Animals and Service Animals situated in various Nature Reserves, Resorts, And Agricultural Holdings as well as the supply of miscellaneous Veterinary Equipment and Medication for animals.

Only qualified veterinarians conforming to all the minimum requirements in most types of Wildlife and Agricultural animals may submit a bid for the tender as they are better equipped and can comply with all the necessary legislative requirements.

Bidders must complete EACH PAGE of the pricing schedule for each category they bid for in full. Failure to comply with this stipulation will result in immediate disqualification.

The bidders will be required to submit mandatory documents/evidence to go through this stage of evaluation. Documents listed here must be submitted with the bid. Certified copies of all documentation and certificates from accredited issuing institutions, this includes, but not limited to the following.

Failure to attach any of the requested documentation will result in immediate disqualification.

Bidders must clearly indicate in the table below whether such proof have been submitted as part of the bid document.

NR	MANDATORY REQUIREMENT DESCRIPTION	YES	NO
3.2.1.1	Proof that the veterinarian in possession of bachelor's degree in veterinary science (BVSc) qualification. Attach certified copy of qualification.		
3.2.1.2	Proof of a minimum of five (5) years' experience in veterinary service after obtaining the required qualification in the form of references for similar work conducted. References must state the period and value of experience and whether the client supplying the reference were satisfied with the work completed on All references must be on the letterhead of the client company where the service was or were provided and/or performed and must be signed off.		
3.2.1.3	Confirmation by the South African Veterinary Council (SAVC) that all staff performing any veterinary work on any of the animals of the City of Tshwane, are registered with the South African Veterinary Council (SAVC) to perform either of the following services:		
	Veterinary Specialist		
	Veterinary Surgeon		
	Veterinarian		
	Veterinary Nurse		
3.2.1.4	Confirmation by the South African Veterinary Council (SAVC) that the veterinarian to be utilised in the execution of this tender is a valid member of the council and a current practicing veterinarian.		
3.2.1.5	Confirmation that the practice and surgery from where the comprehensive veterinarian service will be rendered is		

	compliant with Rules 18 – 23 which determine the Minimum Standards prescribed by the South African Veterinary Council (SAVC) for Veterinary Facilities.		
3.2.1.6	Proof that the practice and surgery from where the comprehensive veterinarian service will be rendered is located within municipal jurisdiction of the City of Tshwane. Such proof of address must be in the form of municipal rates and taxes account or a sign valid Lease agreement in the name of the company / bidder.		
3.2.1.7	Written confirmation and/or proof that the veterinarian is in possession of OR have access to a facility within the municipal jurisdiction of the City of Tshwane, where sick animals can be housed and cared for at the facility from where he executes his duties, or any other veterinarian facility/medical care centre, where such animals will be kept and cared for. An agreement with such a facility must be in the form of a contract and/or must be on the letterhead of the veterinarian facility/medical care centre from where the service will be provided and executed.		
3.2.1.8	Written confirmation and/or proof by the bidder/veterinarian that the proposal makes provision for a 24-hour standby service which includes the availability of a qualified and registered veterinarian.		
3.2.1.9	Written confirmation and/or proof of the availability of a digital x-ray facility for larger-scale animals (more specifically wildlife species).		
3.2.1.10	Written confirmation and/or proof that the proposal includes a laboratory service.		
3.2.1.11	Written confirmation and/or proof that the proposal includes the supply, offload and deliver miscellaneous Veterinary Equipment and Medication for animals as per technical specification.		

3.2.1.12	Written confirmation and/or proof that the veterinarian performing the required work can provide the following: (Invoice and or contract from client to whom such a service was provided to).		
	Execute both Accidental and Emergency Medical Care.		
	Suggest, implement, and monitor a Holistic Preventative Medical Program.		
	Accommodate call outs for the examination and treatment of animals that cannot be transported to a veterinarian facility wherever it is located within the municipal jurisdiction.		
	De-horning of Rhinoceros		
	Execute necropsies on selected carcasses for certain species of animals, which include the provision of a Post-mortem report.		
3.2.1.13	Due to the nature of this bid the City of Tshwane requires written confirmation and/or proof that the bidder has comprehensive public liability insurance of a minimum of R5 000 000.		

CATEGORY B - MANDATORY REQUIREMENTS

To appoint a qualified veterinarian to render a Comprehensive Veterinary Service to service animals of the Tshwane Metro Police Department of the City of Tshwane.

Only qualified veterinarians conforming to all the minimum requirements in most types of Wildlife and Agricultural animals may submit a bid for the tender as they are better equipped and can comply with all the necessary legislative requirements.
Bidders must complete EACH PAGE of the pricing schedule for each category they bid for in full. Failure to comply with this stipulation will result in immediate disqualification.
<p>The bidders will be required to submit mandatory documents/evidence to go through this stage of evaluation. Documents listed here must be submitted with the bid. Certified copies of all documentation and certificates from accredited issuing institutions, this includes, but not limited to the following.</p> <p>Failure to attach any of the requested documentation will result in immediate disqualification.</p>

Bidders must clearly indicate in the table below whether such proof have been submitted as part of the bid document.

NR	MANDATORY REQUIREMENT DESCRIPTION	YES	NO
3.2.2.1	Proof that the veterinarian in possession of bachelor's degree in veterinary science (BVSc) qualification. Attach certified copy of qualification.		
3.2.2.2	Proof of a minimum of Two (2) to five (5) years of experience in veterinary service after obtaining the required qualification in the form of references for similar work conducted. References must state the period and value of experience and whether the client supplying the reference were satisfied with the work completed. All references must be on the letterhead of the client company where the service was or were provided and/or performed and must be signed off.		
3.2.2.3	Confirmation by the South African Veterinary Council (SAVC) that all staff performing any veterinary work on any of the animals of the City of Tshwane, are registered with the South African Veterinary Council (SAVC) to perform either of the following services:		
	3.1 Veterinary Specialist		
	3.2 Veterinary Surgeon		
	3.3 Veterinarian		
	3.4 Veterinary Nurse		
3.2.2.4	Confirmation by the South African Veterinary Council (SAVC) that the veterinarian to be utilised in the execution of this tender is a valid member of the council and a current practicing veterinarian.		
3.2.2.5	Confirmation that the practice and surgery from where the comprehensive veterinarian service will be rendered is compliant with Rules 18 – 23 which determine the Minimum Standards prescribed by the South African Veterinary Council (SAVC) for Veterinary Facilities.		

3.2.2.6	Proof that the practice and surgery from where the comprehensive veterinarian service will be rendered is located within municipal jurisdiction of the City of Tshwane. Such proof of address must be in the form of municipal rates and taxes account or a sign valid Lease agreement in the name of the company / bidder.		
3.2.2.7	Written confirmation and/or proof that the veterinarian is in possession of OR have access to a facility within the municipal jurisdiction of the City of Tshwane, where sick animals can be housed and cared for at the facility from where he executes his duties, or any other veterinarian facility/medical care centre, where such animals will be kept and cared for. An agreement with such a facility must be in the form of a contract and/or must be on the letterhead of the veterinarian facility/medical care centre from where the service will be provided and executed.		
3.2.2.8	Written confirmation and/or proof by the bidder/veterinarian that the proposal makes provision for a 24-hour standby service which includes the availability of a qualified and registered veterinarian.		
3.2.2.9	Written confirmation and/or proof of the availability of a digital x-ray facility for larger-scale animals (more specifically wildlife species).		
3.2.2.10	Written confirmation and/or proof that the proposal includes a laboratory service.		
3.2.2.11	Written confirmation and/or proof that the proposal includes the supply, offload and deliver miscellaneous Veterinary Equipment and Medication for animals as per technical specification.		
3.2.2.12	Written confirmation and/or proof that the veterinarian performing the required work can provide the following:		
	Execute both Accidental and Emergency Medical Care.		
	Suggest, implement, and monitor a Holistic Preventative Medical Program.		

	12.3 Accommodate call outs for the examination and treatment of animals that cannot be transported to a veterinarian facility wherever it is located within the municipal jurisdiction.		
	De-horning of Rhinoceros		
	Execute necropsies on selected carcasses for certain species of animals, which include the provision of a Post-mortem report.		
3.2.2.13	Due to the nature of this bid the City of Tshwane requires written confirmation and/or proof that the bidder has comprehensive public liability insurance of a minimum of R5 000 000.		

STAGE 3 SITE INSPECTIONS

All inspections will be carried out as per Rules 18 – 22: Minimum Standards for Veterinary Facilities attached to this specification as attached to this document as Annexure A

A person who practices a veterinary profession, MUST comply with the applicable minimum standards for a consulting room as well as animal hospital, are specified in these rules of the South African Veterinary Council (SAVC) and will then accordingly acknowledge and registered with this Council as a Surgical Veterinary Clinic.

Site inspections of all facilities will be executed during the technical evaluation phase during which the following must be provided by the successful tenderer:

STAGE 4: PREFERENCE POINT SYSTEM

The 80/20-point system as prescribed in Preferential Procurement Regulation 2022

- (a) Price 80 points
- (b) Specific Goals 20 points

Specific goals	80/20 Preference System	Point	Certified Copy
At least 51% Black owned companies	7 Points		Proof of identification
EME and/ or QSE	4 Points		Sworn affidavit or generic certificate
At least 51% Women owned companies	3 Points		Proof of identification

Specific goals	80/20 Preference System	Point	Certified Copy
At least 51% owned companies by People with disability	2 Points		medical certificate
At least 51% owned companies by Youth	1 Point		Proof of identification
LOCAL ECONOMIC PARTICIPATION			
City of Tshwane Participants	3 Points		Municipal Account or Affidavit, Lease Agreement
Gauteng Participants	2 Points		
National participants	1 Point		

For points to be allocated as per above the tenderers will be required to submit proof of documentation as evidence for claims made. Any tenderer that does not submit evidence as stated in the bid document to claim applicable points will be allocated zero points.

PRICING SCHEDULE

The tenderer shall indicate an hourly rate for attending to sick or injured animals, as well as where animals must be sedated to be translocated and Rhinoceros de-horning operations. It is estimated that the service will require about 80 hours a year, this is excluding Rhinoceros de-horning and Farrier work on the horses.

CATEGORY A

Item number	Material no	Description	Per item	Total per item, excluding VAT
4.1.1	3030769	Provide Veterinary services rate per hour	1 Hour	R
4.1.2	3030770	Provide services for Rhinoceros de-horning (all-inclusive 35rate per animal)	1 Animal	R
4.1.3		Travelling rates/km	1 Kilometre	R
4.1.4	3030771	Provide Farrier services	Per item	R
4.1.5	200000039193	Supply Surgical Gloves	Per item	R
4.1.6.1	200000039194	Supply 10 ml Syringes	Per item	R
4.1.6.2	200000039195	Supply 20 ml Syringes	Per item	R
4.1.6.3	200000039196	Supply 60 ml Syringes	Per item	R
4.1.7.1	200000039197	Supply 16 Gauge Needles	Per item	R

Item number	Material no	Description	Per item	Total per item, excluding VAT
4.1.7.2	200000039198	Supply 25 Gauge Needles	Per item	R
4.1.7.3	200000039199	Supply 40 Gauge Needles	Per item	R
4.1.8	200000039200	Supply Darts	Per item	R
4.1.9.1	200000039201	Supply 50 mm x 50 mm Gauze Swabs	Per item	R
4.1.9.2	200000039202	Supply 100 mm x 100 mm Gauze Swabs	Per item	R
4.1.9.3	200000039203	Supply 150 mm x 150 mm Gauze Swabs	Per item	R
4.1.10	200000039204	Supply Elastic Bandage 7.5 cm x 4.5 m	Per item	R
4.1.11.1	200000039205	Supply Surgical washing liquid – 1 Litre	Per item	R
4.1.11.2	200000039206	Supply Surgical washing liquid – 5 Litre	Per item	R
4.1.12	200000039207	Supply Microchip	Per item	R
4.1.13.1	200000039208	Supply Ear tags Medium	Per item	R
4.1.13.2	200000039209	Supply Ear tags Large	Per item	R
4.1.14	200000039210	Supply Blood collection kits	Per item	R
4.1.15	200000039211	Supply Biopsy punches	Per item	R
4.1.16	200000039212	Supply DNA dart	Per item	R
4.1.17.1	200000039213	Supply Scalpel blades – No 10	Per item	R
4.1.17.2	200000039214	Supply Scalpel blades – No 15	Per item	R
4.1.17.3	200000039215	Supply Scalpel blades – No 20	Per item	R
4.1.17.4	200000039216	Supply Scalpel blades – No 25	Per item	R
4.1.18.1	200000039217	Supply 10 drops / ml Drip set	Per item	R
4.1.18.2	200000039218	Supply 15 drops / ml Drip set	Per item	R
4.1.18.3	200000039219	Supply 20 drops / ml Drip set	Per item	R
4.1.19	200000039220	Supply FTA paper	Per item	R
4.1.20.1	200000039221	Supply 1 Litre Saline drip set	Per item	R
4.1.20.2	200000039222	Supply 5 Litre Saline drip set	Per item	R
4.1.21	200000039223	Supply Abamectin 0,5 %	Per item	R
4.1.22.1	200000039224	Supply 50 mℓ Anti-parasitic drug	Per item	R
4.1.22.2	200000039225	Supply 200 mℓ Anti-parasitic drug	Per item	R
4.1.23	200000039226	Supply Metronidazole 200 mg/5 mℓ Suspension	Per item	R
4.1.24	200000039227	Supply Endo parasiticide controller	Per item	R
4.1.25	200000039228	Supply Insecticide dusting powder	Per item	R
4.1.26	200000039229	Supply Tick and Flea Treatment Spray	Per item	R
4.1.27	200000039230	Supply Oxytetracycline hydrochloride 120 mg/mℓ	Per item	R

Item number	Material no	Description	Per item	Total per item, excluding VAT
5.1.26	200000039231	Supply Dimethyl Sulphoxide 94%	Per item	R
4.1.28.1	200000039232	Supply 1 kg Calcium powder	Per item	R
4.1.28.2	200000039233	Supply 10 kg Calcium powder	Per item	R
TOTAL EXCLUDING VAT				R
VAT				R
TOTAL INCLUDING VAT				R

CATEGORY B

ITEM 1: CANINE (DOG) CARE

DESCRIPTION			RATE/PRICE in Rand (R) (Excluding VAT)	
	Material no.		RATE/ TARRIF	TOTAL RATE
4.2.1.1	3030772	CONSULTATION Consultation fee per client After Hours fee per client (Saturday 12h00 to Monday morning, public holiday, and Weekdays after 17:00)	R R	R
4.2.1.2		PROFESSIONAL TIME Calculated to nearest 15 minutes	R	R
4.2.1.3	3030773	HOSPITALISATION Rate per night	R	R
4.2.1.4		TRAVELLING Rate per kilometre (km) travelled	R	R
4.2.1.5	3030774	COLLECTION OF SPECIMENS Blood by venipuncture Blood smear including examination Skin and ear scrapings Swabs for culture	R R R R	R
4.2.1.6	3030775	CERTIFICATES Health certificates	R	R
4.2.1.7	3030776	INOCULATIONS Rabies 5 in 1 Kennel cough	R R R	R
4.2.1.8	3030777	RADIOLOGY AND FLUOROSCOPY First exposure Subsequent exposures (each)	R R	R

4.2.1.9	3030778	SURGERY Surgical time per hour: superficial suturing Surgical time per hour: advanced procedures Assistant fee: veterinarian per hour Assistant fee: nurse per hour Surgical pack Theatre fee	R R R R R R	R
4.2.1.10	3030779	DENTAL SURGERY Scaling and polishing canine Tooth extraction: simple	R R	R
4.2.1.11	3030780	DEWCLAW REMOVAL	R	R
4.2.1.12	3030781	STERILISATION/NEUTERING Castration Small Medium Large Spay Small Medium Large	R R R R R R R	R
4.2.1.13	3030782	POST-MORTEM Disposal fees Small Medium Large Basic examination and certificate Special examination and certificate	R R R R R	R
4.2.1.14	3030783	EUTHANASIA IV injection and certificate	R	R
Bidders should note that for any treatment and procedures that is not reflected in the pricing schedule, a formal quotation will be requested. Such a quotation must first be approved by the Chief of Police or his/her delegated representative.				
TOTAL EXCLUDING VAT				R
TOTAL PRICE TO BE TRANSFERRED TO SUMMARY OF PRICE SCHEDULE				

ITEM 2: EQUINE (HORSE) CARE

No.	DESCRIPTION		RATE /PRICE in R	
	EQUINE (HORSE) CARE		Tariff (Excluding VAT)	
			RATE/TARRIF	TOTAL RATE
4.2.2.1.	3030784	CONSULTATION		
		Consultation fee per client	R	R
		After Hours fee per client (Saturday 12h00 to Monday morning, public holiday, and Weekdays after 17:00)	R	
4.2.2.2.		PROFESSIONAL TIME		
		Calculated to nearest 15 minutes	R	R
4.2.2.3.		TRAVELLING		
		Rate per kilometre (km) travelled	R	R
4.2.2.4.	3030785	COLLECTION OF SPECIMENS		
		Blood by venipuncture	R	R
		Blood smear including examination	R	
		Skin and ear scrapings	R	
		Swabs for culture	R	
4.2.2.5.	3030786	RADIOLOGY AND FLUOROSCOPY (Mobile unit)		
		First exposure	R	R
		Subsequent exposures (each)	R	
4.2.2.6.	3030787	POST- MORTEM		
		Basic examination and certificate	R	R
		Special examination and certificate	R	
		Euthanasia/humane destruction	R	
4.2.2.7.	3030788	SURGERY		
		Surgical time per hour: superficial suturing	R	R
		Surgical time per hour: advanced procedures	R	
		Assistant fee: veterinarian per hour	R	
		Assistant fee: nurse per hour	R	

		Surgical pack: stitch up set	R	}	
		Theatre fee	R		
	<p>Bidders should note that any treatment and procedures that is not reflected in the pricing schedule, a formal quotation will be requested.</p> <p>Such a quotation must first be approved by the Chief of Police or his/her delegated representative.</p>				
TOTAL EXCLUDING VAT					R
TOTAL PRICE TO BE TRANSFERRED TO SUMMARY OF PRICE SCHEDULE					

CATEGORY B – SUMMERY OF PRICING SCHEDULE

TOTAL PRICE TRANSFERRED FROM PRICE SCHEDULES FOR ITEM 1 AND 2	
4.2.1. ITEM 1: CANINE (DOG) CARE	R
4.2.2. ITEM 2: EQUINE (HORSE) CARE	R
TOTAL EXCLUDING VAT	R
15% VAT	R
TOTAL INCLUDING VAT	R

TENDER AWARDED

Bidders should note that this tender is divided into two (2) categories. Bidders should note that this tender will be awarded per category. Bidders may bid for both categories or only one of the two categories.

VALIDITY PERIOD

The validity period for the tender after closure is 90 days. CoT shall have right and power to extent any tender validity period beyond any initial validity period set and subsequent extensions. SCM shall ensure that an extension of validity is requested in writing from all bidders before the validity expiry date. Extension of validity shall be finalised while the quotations/bids are still valid.

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 based

on 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.

<p>APPROVALS TO BE COMPLETED BY THE DEPARTMENT</p> <p>Compiled by:</p> <p>.....</p> <p>Signature:</p> <p>.....</p> <p>Date:</p> <p>Reviewed by:</p> <p>.....</p> <p>Signature</p> <p>.....</p> <p>Date:</p> <p>Approved by:</p> <p>.....</p> <p>Signature</p> <p>.....</p> <p>Date:</p>

**PRE-SPECIFICATION CONDUCTED BY DEMAND MANAGEMENT OFFICIAL WITH THE
RELEVANT DEPARTMENT**

Date for Pre-Spec:

Demand Official

.....

Signature

.....

Department official

.....

Signature

.....

Comments if any on the specification

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APPROVALS BY BID SPECIFICATION COMMITTEE

Date:

Chairperson

.....

Signature

.....

Approval status

Approved Yes

Approved with amendments Yes

Proposed amendments

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.....
.....

Rejected Yes

Reasons for rejection:

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ANNEXURE A



Rules 18 – 22: Minimum Standards for Veterinary Facilities

PROPOSED NAME FOR THE FACILITY: _____

Rules 18 – 22: General requirements for Clinical Veterinary Facilities					YES	NO
18.	(1)			Clinical veterinary facilities, excluding the following facilities as contemplated in Rules 26, 30, 31, 32, 33, 34 and 35 : compulsory veterinary community service and regulatory service facilities, behavioural consultancy, veterinary laboratory, research animal facilities, facilities for herd health practice, facilities for industry and other consultancies and non-practising facility must comply with Rules 18, 19, 20, 21, 22 and 23 .		
18.	(2)			Facilities contemplated in Rules 27, 28 and 29 for small animal hospitals/clinics, hospitals for equine and production animals must, in addition to the requirements of Rule 18, 19, 20, 21, 22 and 23, comply with those requirements for exemptions as listed under that subcategory.		
18.	(3)			A clinical veterinary facility must comply with Rule 24 if any invasive surgery is performed.		
18.	(4)			Where prescribed minimum requirements are not met, an explanation with a motivation and a standard operating procedure (SOP) must be submitted to Council to indicate what procedures are in place to guarantee that the welfare of the patient is still accounted for. Such SOP must be re-submitted every five years, and signed by all veterinarians and relevant staff of that facility.		
18.	(5)			All veterinary facilities must be registered with Council. Should a clinical veterinary facility not meet the minimum standards set out in the Rules, its registration may be suspended for such a period as Council deems fit.		
19. General structural requirements for Clinical Veterinary Facilities						
	(1)			A clinical veterinary facility at or from which a person practises a veterinary profession must:-		
		(a)		Be a permanent structure. (This is not intended to exclude buildings, which are factory produced and site assembled, e.g. a prefabricated building or a container as the word "permanent" relates to the materials used and not the building itself);		
		(b)		Have a source of good general lighting, which is also adequate to ensure the completion of a procedure in progress;		
		(c)		Have adequate ventilation;		

		(d)		Have a dispensary as provided for in Rule 21(4);		
		(e)		Have a fire extinguishing apparatus in accordance with the requirements of the Occupational Health And Safety Act 1993, Act 85		

Rules 18 – 22: General requirements for Clinical Veterinary Facilities						YES	NO
				of 1993, which meets the requirements of the relevant local authority;			
		(f)		Be so constructed as to minimise the escape of an animal and to ensure the effective, safe and comfortable confinement of animals at all times; and			
		(g)		Be registered with Council.			
	(2)			Subject to any requirements of a local or other authority, a veterinary facility must consist of -			
		(a)		A reception and office area;			
		(b)		A waiting room for clients with access to toilet facilities; and			
		(c)		One or more examination rooms.			
	(3)			The internal walls and floor surfaces, shelves and tables of a veterinary facility must be of such a nature that they can be properly cleaned and disinfected so as to maintain optimum hygienic conditions.			
	(4)			The drainage and washing water of a veterinary facility must run into an adequate sewer and/or septic tank and must comply with the requirements of local authorities.			
	(5)			The veterinary facility must have a direct public entrance unless the facility is not intended to provide services to the public but to a specific organisation or other entity.			
	(6)			Provision must be made at a veterinary facility for the storage and disposal of carcasses in a hygienic manner, which will ensure that health risks are minimised.			
	(7)			Provision must be made at a veterinary facility for a hygienic, insect and rodent free environment within the facility as well as where therapeutic and nutritional products are stored.			
	(8)			Adequate facilities must be available for the preparation of food and washing and cleaning of all equipment.			
20. General procedural requirements							
	(1)			Personnel must be trained in the basics of aseptic technique, animal handling and welfare and such training must be relevant to the scope of practise.			
	(2)			Personnel responsible for the operation of sophisticated equipment and apparatus must be adequately trained within their scopes of practise.			
	(3)			A veterinary professional must clinically examine animals accepted into a veterinary facility as and when needed, but at least daily, and appropriate records pertaining to monitoring of patients in hospital should be entered into the clinical record.			
	(4)			The telephone of a veterinary facility of which the number is used in all official communication (shown in the telephone directory, signboards, advertisements and correspondence), must be answered at all times, and the use of an automatic answering service outside the normal consulting hours is permissible for this purpose, provided that it states the normal consulting hours of that practice and refers the client to another telephone number, where the veterinary professional on duty can be reached or to the address and telephone number of an after-			

Rules 18 – 22: General requirements for Clinical Veterinary Facilities					
				YES	NO
			hours veterinary facility.		
21. General requirements at clinical veterinary facilities					
(1)			A veterinary facility must comply with the following requirements where applicable:		
		(a)	Radiological services must be rendered at the facility, or be accessible;		
		(b)	Have suitable equipment to determine the weight of patients accurately;		
		(c)	An emergency service can be rendered to stabilise patients; patients may be referred where necessary;		
		(d)	Resuscitative cardiopulmonary medicines as well as intravenous fluids and administration sets must be readily available for emergencies;		
		(e)	Suitable sterilising equipment, or access thereto, for the effective sterilisation of surgical packs and other equipment;		
		(f)	Have adequate storage for sterilised packs and employ acceptable techniques to indicate the effectiveness and expiry of sterilisation;		
		(g)	Routine laboratory equipment within the facility, including at least a microscope, centrifuge, glucometer and refractometer, or reasonable access to such a laboratory service must be available;		
		(h)	In the case of a referral veterinary facility or a veterinary facility where advanced surgical procedures are performed, have an alternate power supply to allow the veterinary facility to function in the event of a power failure and to meet the requirements of local authorities;		
		(i)	Post mortem examinations must be able to be performed at the facility or reasonable access to such a service must be available, which includes referral of the client to the nearest veterinary pathology laboratory;		
		(j)	Have facilities and equipment or access thereto for the hygienic disposal of medical and biological waste to prevent the contamination of the veterinary facility as well as the environment and/or to prevent harm to personnel or the public;		
		(k)	A dispensary as set out in Rule 21(4) should be present at the facility to enable dispensing of relevant medicines for patient treatment according to the Medicines Act and the Code of Good Pharmacy Practise;		
		(l)	The veterinary facility must be manned by a person registered to practise a veterinary profession during the consulting hours specified on a notice board, with the proviso that rural practitioners should indicate their office hours and an invitation to make an appointment, whilst not necessarily being in attendance during the indicated office hours.		
	(2)		An animal with a highly infectious disease may not be hospitalised at a veterinary facility, unless facilities for the isolation thereof exist.		
	(3)		Only minor surgical procedures, excluding intra-abdominal, musculo-skeletal, intra-cranial, cardio-vascular or intra-thoracic surgery may be performed at a consulting room. If such surgery is performed at a consulting room, the provisions of Rules 23 and 24 must be complied		

Rules 18 – 22: General requirements for Clinical Veterinary Facilities						YES	NO
				with.			
21.	(4)	The dispensary must comply with the following, which must be read in conjunction with the Medicines Act:					
		(a)		It must be a separate room dedicated to the storage of medicines within the practice;			
		(b)		If medicine is stored in a cupboard in the consulting room, the following will apply:			
		(i)		All reference to temperature, climate control and practicality in Rules (c) to (m) below will equally apply to the room in which the cupboard is located;			
		(ii)		The cupboard must be locked at all times when a veterinarian is not present;			
		(iii)		Only schedule 2-4 medicines may be stored in this cupboard. Schedule 5 and higher medicines must be locked in a safe as prescribed by the Medicines Control Act.			
		(iv)		The amount of medicine stored must be limited to two containers each of a maximum of fifty medicines.			
		(c)		Light conditions, temperature and humidity within the dispensary or medicine room must comply with the requirements for the storage of medicine, other pharmaceutical products, and packaging materials;			
		(d)		The working surface area in a dispensary must be sufficient to accommodate the volume of prescriptions dispensed;			
		(e)		All medicines must be stored at the prescribed temperature;			
		(f)		A wash hand basin must be accessible, which may be in another room;			
		(g)		No medicines may be stored on the floor;			
		(h)		Schedule 5 and higher scheduled medicines must at all times be under direct supervision of veterinary professionals and locked away in a safe when a veterinarian is not on the premises;			
		(i)		Storage areas must be large enough to allow orderly arrangement of stock and proper stock rotation;			
		(j)		A suitable means of counting tablets and capsules. This equipment must be cleaned regularly so that cross-contamination between products is avoided;			
		(k)		Refrigerator must be accessible (even in another room): must be equipped with a suitable thermometer and capable of storing medicines at temperatures between 2°C and 8°C. The refrigerator must be cleaned, defrosted and checked regularly to ensure efficient running. This refrigerator must be used only for storing pharmaceutical products;			
		(l)		A suitable range of dispensing containers for medicine;			
		(m)		Dispensed medicines must be sold, and correctly labelled in a package – containing the following information:			
		(i)		the proprietary name, approved name, or the name of each active ingredient of the medicine, where applicable, or constituent			

Rules 18 – 22: General requirements for Clinical Veterinary Facilities						YES	NO
				medicine;			
			(ii)	the name of the owner, as well as the name of the patient, if available, for whose treatment such medicine is sold;			
			(iii)	the directions for the use of such medicine;			
			(iv)	the name and business address of the dispensing veterinarian; and			
			(v)	date of dispensing.			
		(n)		Empty, time expired/or broken containers of medicines must be disposed of as legislated for dangerous substances in legislation controlling these substances.			
		(o)		Records of medicines purchased need to be kept for a period of 5 years			
		(p)		The receipt of medication for restocking of the dispensary is the responsibility of the veterinarian, and not by lay persons at the practice.			
		(q)		Have access to the pharmacological reference sources, and in the case of compounding, access to protocols for the compounding of medication.			
22. Diagnostic Images							
	(1)			Imaging facilities suitable and adequate for the needs of the type of practice or veterinary facility or access thereto must be provided and be readily available within a reasonable time. Operation and maintenance of diagnostic imaging facilities and equipment must comply with the manufacturer's requirements.			
	(2)			Suitable facilities for the processing, recording and viewing of diagnostic images, including but not limited to radiographs or ultrasound must be available, as well as for the filing and storage of radiographic images.			
	(3)			Structural requirements for facilities where radiation equipment is installed, as well as user safety precautions for the use of this equipment must comply with the relevant legislation.			
	(4)			When portable x-ray machines are used, specific precautions need to be taken to protect staff, bystanders, other animals and the environment from the detrimental effects of accidental exposure to irradiation.			
	(5)			An imaging logbook must be kept listing the identity of animal and owner, by numerical number or chronologic order, exposure figures and anatomical position. A logbook is not required should the veterinarian have an electronic data system, which is backed up regularly on an alternate system. Any diagnosis made must be recorded in the patient records.			
	(6)			Each radiograph must have a permanent identification legibly exposed in the film emulsion (or printed on the exposure by the computer software programme) and must include the identity of the animal and the owner, practice identity, date, and positioning indication.			
	(7)			The use of self-adhesive labels for the identification of radiographs is not permissible.			

Rules 18 – 22: General requirements for Clinical Veterinary Facilities					YES	NO
	(8)			In the absence of a special agreement between the radiographer (veterinary professional) and client, a diagnostic image remains the property of the veterinary professional or the veterinary facility where the image was taken.		
	(9)			A copy of the diagnostic image must be released as soon as possible upon the request of another veterinary professional, provided he/she has been instructed by the owner to make such a request and furthermore that the expenses incurred in producing the diagnostic images are settled.		
	(10)			If an original image was handed to the requesting veterinary professional, a receipt of the transfer may be insisted on and such image must be returned to the original veterinary professional as soon as possible.		
	(11)			The client or the owner of an animal is entitled to a copy of the image and a written report.		

23.		General requirements for anaesthesia					YES	NO
	(1)			All animals must undergo a pre-anaesthetic clinical examination, with the exception of wildlife. If it is not possible to perform a pre- anaesthetic clinical examination, the wildlife should preferably be observed prior to anaesthesia, if possible.				
	(2)			Adequate facilities must be provided for the safe induction and recovery from anaesthesia.				
	(3)			All persons administering anaesthesia must be qualified or authorised by Council to do so and be competent in the efficient use of all anaesthetic facilities and equipment, provided that a veterinary para- veterinary professional, within his/her scope of practice may administer anaesthesia on the instructions of a veterinarian, with the exception of wildlife, which only a veterinarian personally may anaesthetise in accordance with Rule 10.				
	(4)			The monitoring, maintenance and recovery from anaesthesia must be effected under the direct supervision of a veterinary professional or veterinary para-veterinary professional, within his/her scope of practice who must be on the premises.				
	(5)			The same person may not do surgery, monitoring and maintenance of general anaesthesia, unless circumstances dictate otherwise and unless monitoring equipment is available.				
	(6)			Equipment for anaesthesia, either inhalation or parenteral, and facilities adequate and appropriate for the needs of the relevant practice and veterinary facility must be provided at all times.				
	(7)			An appropriate range of clean, functional endotracheal tubes must be available.				
	(8)			Medical oxygen must be available at all times for inhalation anaesthesia maintenance as well as to meet any other emergency situation.				
	(9)			Storage for all explosives, such as gas or oxygen, must be provided for				

23.	General requirements for anaesthesia								
								YES	NO
				in accordance with the relevant legislation.					
	(10)			A means to provide artificial ventilation must be available.					
	(11)			Lock-up facilities must be available for scheduled medicines in accordance with the relevant laws.					
	(12)			Where applicable, equipment for the control of body temperature must be provided.					
	(13)			Anaesthetic equipment must be adaptable for the variation in body weight and the species range in which it is intended for use.					
	(14)			Active or passive anaesthetic gas scavenging equipment must be in use according to relevant legislation.					
	(15)			All anaesthetic equipment must be properly maintained and serviced at regular intervals.					
	(16)			All animals must be monitored after surgery and may only be discharged once adequately recovered from anaesthesia, i.e. all animals must be fully conscious and ambulatory, unless otherwise discussed and agreed to with the client.					

24.		Requirements for Invasive Surgical Procedures, if applicable						
							YES	NO
	(1)			The facility must comply with the following:				
		(a)		One or more rooms for the treatment and pre-operative preparation of patients, which must be conveniently close to the operating room;				
		(b)		A separate room which is equipped as an operating room and has:				
			(i)	Adequate general lighting, as well as an adequate light source for procedures;				
			(ii)	A surgical table with an impervious operating surface that can be easily cleansed and disinfected;				
			(iii)	An adequate supply of oxygen;				
			(iv)	A gas anaesthetic apparatus or a means of effectively administering oxygen through an endotracheal tube, ambubag or mask;				
			(v)	A means of viewing radiographs; and				
			(vi)	Adequate ventilation.				
	(2)			The operating room must be of adequate size and there must be an adequate supply of equipment, drapes and instruments at all times.				
	(3)			There may be no thoroughfare through an operating room.				
	(4)			The operating room may not be used as a storage room.				
	(5)			Patients should be prepared in a separate room convenient to the theatre (operating room) but not in the same place as where surgery takes place.				
	(6)			Only final preparation of the patient may be done in the operating room.				
	(7)			Aseptic conditions must be maintained in the operating room.				

24.		Requirements for Invasive Surgical Procedures, if applicable			YES	NO
	(8)			There must be appropriate autoclave equipment or other suitable sterilising equipment, or access thereto, for the effective sterilisation of surgical packs and other equipment and have adequate storage for sterilised packs and employ acceptable techniques to indicate the effectiveness and expiry of sterilisation.		
	(9)			Suitable scrubbing up facilities must be available.		

Rule 6		Records at Veterinary Facilities			YES	NO
	(1)			The attending veterinary professional must maintain records, including the records required in terms of the Medicines Act, for each animal or group of animals which are legible, accurate and permit prompt retrieval of information.		
	(2)			Records must contain the following information for individual animals as applicable:		
		(a)		The date or period of the examination or consultation;		
		(b)		Name of the veterinarian who treated the patient;		
		(c)		Client's identification;		
		(d)		Patient name, other forms of identification, as well as the specie, breed, gender and age;		
		(e)		Clinical information for the purposes of continuous care and assessment;		
		(f)		Vaccination record;		
		(g)		Special procedures;		
		(h)		Diagnosis;		
		(i)		Treatment and scripts issued; and		
		(j)		Discharge instructions.		
	(3)			Records must contain the following information for production animals, including wildlife, as applicable:		
		(a)		The date or period of the examination or consultation;		
		(b)		Client's identification;		
		(c)		Species & breed; for wildlife species and sex, age group and/or colour if relevant;		
		(d)		Procedures or treatment performed. For groups of animals a general description of the type of herd-work and bulk use of medicine is acceptable, but the use of schedule 5 and 6 wildlife capture medicines, must be recorded with care; and		
		(e)		Instructions to client in general, if applicable and abnormal observations.		
	(4)			All records referred to in Rule 6(2), radiological images and the interpretation thereof, laboratory and pathology results must be retained by the principal of the veterinary facility for a period of five years from the patient's last visit, with the exception of ultrasound images where only the findings must be recorded.		

Rule 6		Records at Veterinary Facilities			
				YES	NO
	(5)		Records must contain the following information for diagnostic laboratory work as applicable		
		(a)	date sample was collected, date received, date completed, and date of release of results;		
		(b)	client information and geographical information;		
		(c)	animal identification as submitted, including species, breed, gender and age;		
		(d)	clinical history;		
		(e)	tests performed;		
		(f)	personnel doing the preparation and analysis;		
		(g)	method followed, deviations if any, reasons for deviation and reasons why results can still be accepted;		
		(h)	consumables and reagents including name, batch number, and expiry date;		
		(i)	results of quality control samples;		
		(j)	environmental conditions, if abnormal, or other critical information required by the standard operational procedure;		
		(k)	original findings; and		
		(l)	reports.		
		(m)	Records referred to in Rule 6(4) relating to a complaint, charge or allegation lodged with Council in terms of section 31(1) of the Act must be presented to Council within seventy two (72) hours of being requested to submit such records, or as otherwise arranged with Council.		
	(6)		Proper security arrangements must be made to protect medical and other clinical records from loss, fire, alterations, additions, supplements or unauthorised use; electronic records must be backed up on a daily basis and electronic backups should be stored off-site.		
	(7)		Any alterations, additions and/or supplements to any records, clinical or otherwise, must be entered as a supplement to said record and must be clearly defined as such.		
	(8)		The principal of a veterinary facility will be responsible for confirming the identity of the attending veterinary professional to Council, where a complaint is lodged against his/her veterinary facility.		
	(9)	(a)	The principal of a veterinary facility will be responsible for providing the records referred to in Rule 6(5), should a complaint be lodged against a veterinarian no longer in the employ of the principal of the facility, subsequent to the date on which the complaint originated.		
		(b)	Should the principal of a facility fail to comply with the provisions of Rule 6(9)(a) he/she will be held accountable for any unprofessional conduct arising from such a complaint.		
		(c)	Should the principal of a facility fail to comply with the provisions of Rule 6(9)(a) he/she will be held accountable for any unprofessional conduct arising from such a complaint.		

I, Dr _____, with SAVC registration number
_____, confirm that the facility complies
with the requirements as indicated in this self-evaluation form.

SIGNATURE: _____ DATE: _____

MBD1

**PART A
INVITATION TO BID**

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

BID NUMBER:	EAM 01 2023/24	CLOSING DATE:	26 October 2023	CLOSING TIME:	10:00
DESCRIPTION	TENDER FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER A COMPREHENSIVE VETERINARY SERVICE TO THE CITY OF TSHWANE, WHICH INCLUDES BOTH DOMESTICATED ANIMALS AND VARIOUS WILDLIFE SPECIES FOR A PERIOD OF 3-YEARS ON AN AS AND WHEN REQUIRED BASIS.				

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

BID RESPONSE DOCUMENTS MAY BE
DEPOSITED IN THE BID BOX SITUATED AT
(STREET ADDRESS)

Tshwane House					
Supply Chain Management					
320 Madiba Street					
Pretoria CBD					
0002					
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 VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No

[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	DEPARTMENT	Environmental and Agriculture Management
CONTACT PERSON	Maureen Radingoana	CONTACT PERSON	Phildette Heunis
TELEPHONE NUMBER	012 358 6153	TELEPHONE NUMBER	012 358 1728
FACSIMILE NUMBER	n/a	FACSIMILE NUMBER	n/a
EMAIL ADDRESS	maureer@tshwane.gov.za	EMAIL ADDRESS	phildetteh@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, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA .

- 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:

MBD 3.1

PRICING SCHEDULE: FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

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

Name of Bidder.....	Bid Number
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: Firm/Not firm
- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

* Delete if not applicable

MBD 3.2**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

MBD 3.2 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

MBD 3.2

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

MBD 4

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, shareholder²)
 - 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

MBD 5

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

1 Are you by law required to prepare annual financial statements for auditing? ***YES / NO**

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....
.....

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? ***YES / NO**

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days. ***YES / NO**

2.2 If yes, provide particulars.

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

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? ***YES / NO**

3.1 If yes, furnish particulars

.....
.....

4.1 Will any portion of goods or services be sourced from outside ***YES / NO**

the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

**I, THE UNDERSIGNED (NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM
IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- 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 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 80/20 preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
(b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

Specific goals	80/20 preference point system	Number of points claimed (80/20 system) (To be completed by the tenderer)
BB-BEE score of companies <ul style="list-style-type: none"> • Level 1 • Level 2 • Level 3 • Level 4 • Level 5 • Level 6 • Level 7 • Level 8 • Non-compliant 	<ul style="list-style-type: none"> • 8 Points • 7 Points • 6 Points • 5 Points • 4 Points • 3 Points • 2 Points • 1 Point • 0 Points 	
EME and/ or QSE	2 Points	
At least 51% of Women-owned companies	2 Points	
At least 51% owned companies by People with disability	2 Points	
At least 51% owned companies by Youth	2 Point	
Local Economic Participation <ul style="list-style-type: none"> • City of Tshwane • Gauteng • National 	4 Points 2 Points 1 Point	

N.B For points to be allocated as per above the tenderers will be required to submit proof of documentation as evidence for claims made. Any tenderer that does not submit evidence as stated in the bid document to claim applicable points will be allocated zero points.

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

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

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

fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

- (e) forward the matter for criminal prosecution, if deemed necessary.

	SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:
DATE:
ADDRESS:

MBD 7.1

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 **EAM 01 2023/24** 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:

MBD 7.1

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

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

--

WITNESSES

1.

2.

DATE:

MBD 7.2

CONTRACT FORM: RENDERING OF SERVICES

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

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number **EAM 01 2023/24** 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 date of the 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);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
 - 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 services 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:

MBD 7.2

CONTRACT FORM: RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

--

WITNESSES

1
2

DATE:

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are 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	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? (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). 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.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	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)? 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.	Yes <input type="checkbox"/>	No <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

MBD 9

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.

MBD 9
CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid: **EAM 01 2023/24**

TENDER FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER A COMPREHENSIVE VETERINARY SERVICE TO THE CITY OF TSHWANE, WHICH INCLUDES BOTH DOMESTICATED ANIMALS AND VARIOUS WILDLIFE SPECIES FOR A PERIOD OF 3-YEARS ON AN AS AND WHEN REQUIRED BASIS

(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.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature Date

.....
Position Name of Bidder

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	<p>The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> (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	<p>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:</p> <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (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 2022

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 Mr Johann Mettler in his/her capacity as 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 CBD
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 Mr Johann
Mettler)**

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