

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
SUPPLY CHAIN MANAGEMENT			
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 8	Page 1 of 148

TENDER NO: 239G/2021/22

TENDER DESCRIPTION: SUPPLY AND DELIVERY OF VARIOUS MEDICAL EQUIPMENT, CONSUMABLES AND ACCESSORIES FOR THE CITY OF CAPE TOWN MUNICIPALITY

CONTRACT PERIOD: FROM DATE OF COMMENCEMENT UNTIL 30 JUNE 2025

VOLUME 1: TENDERING PROCEDURES

CLOSING DATE: 22 March 2022

CLOSING TIME: 10:00 a.m.

**TENDER BOX
NUMBER:** 135

TENDER FEE: R200

Non-refundable tender fee payable to City of Cape Town (CCT) for a hard copy of the tender document. This fee is not applicable to website downloads of the tender document.

TENDERER	
NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual	
TRADING AS (if different from above)	

NATURE OF TENDER OFFER (please indicate below)	
Main Offer (see clause 2.2.11.1)	
Alternative Offer (see clause 2.2.11.1)	

TENDER SERIAL NO.:
SIGNATURES OF CITY OFFICIALS AT TENDER OPENING
1
2
3

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(1) GENERAL TENDER INFORMATION

- TENDER ADVERTISED** : 18 February 2022
- SITE VISIT/CLARIFICATION MEETING** : Friday, 04 March 2022 at 10h00am
(A virtual not compulsory, but strongly recommended briefing session will be held of skype for business)
- LINK TO THE CLARIFICATION MEETING** : <https://meet.capetown.gov.za/phillida.bailey/M2Z73RVF> OR dial_Conference ID Number 76113494
- TENDER BOX & ADDRESS** : **Tender Box as per front cover** at the **Tender &Quotation Boxes Office**, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.
- : The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the endorsement **"TENDER NO. 239G/2021/22 SUPPLY AND DELIVERY OF VARIOUS MEDICAL EQUIPMENT, CONSUMABLES AND ACCESSORIES FOR THE CITY OF CAPE TOWN MUNICIPALITY** the tender box No. 135 and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time.
- If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. It remains the tenderer's responsibility to ensure that the tender is placed in either the original box or as alternatively instructed.

CCT TENDER REPRESENTATIVE

Name : Phillida Bailey

Tel. No. : (021983 2673

Email Phillida.bailey@capetown.gov.za

TENDERERS MUST NOTE THAT WHEREVER THIS DOCUMENT REFERS TO ANY PARTICULAR TRADE MARK, NAME, PATENT, DESIGN, TYPE, SPECIFIC ORIGIN OR PRODUCER, SUCH REFERENCE SHALL BE DEEMED TO BE ACCOMPANIED BY THE WORDS 'OR EQUIVALENT'

(2) CONDITIONS OF TENDER

2.1 General

2.1.1 Actions

2.1.1.1 The City of Cape Town (CCT) and each tenderer submitting a tender offer shall comply with these Conditions of Tender. In their dealings with each other, they shall discharge their duties and obligations as set out in these Conditions of Tender, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations.

The parties agree that this tender, its evaluation and acceptance and any resulting contract shall also be subject to the Employer's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised, save that if the Employer adopts a new SCM Policy which contemplates that any clause therein would apply to the contract emanating from this tender, such clause shall also be applicable to that contract. Please refer to this document contained on the Employer's website.

Abuse of the supply chain management system is not permitted and may result in the tender being rejected, cancellation of the contract, restriction of the supplier, and/or the exercise by the City of any other remedies available to it as described in the SCM Policy.

2.1.1.2 The CCT, the tenderer and their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the CCT shall declare any conflict of interest to the CCT at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

2.1.1.3 The CCT shall not seek, and a tenderer shall not submit a tender, without having a firm intention and capacity to proceed with the contract.

2.1.2 Interpretation

2.1.2.1 The additional requirements contained in the returnable documents are part of these Conditions of Tender.

2.1.2.2 These Conditions of Tender and returnable schedules which are required for tender evaluation purposes, shall form part of the contract arising from the invitation to tender.

2.1.3 Communication during tender process

Verbal or any other form of communication, from the CCT, its employees, agents or advisors during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the CCT, unless communicated by the CCT in writing to suppliers by its Director: Supply Chain Management or his nominee.

2.1.4 The CCT's right to accept or reject any tender offer

2.1.4.1 The CCT may accept or reject any tender offer and may cancel the tender process or reject all tender offers at any time before the formation of a contract. The CCT may, prior to the award of the tender, cancel a tender if:

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- (b) funds are no longer available to cover the total envisaged expenditure; or
- (c) no acceptable tenders are received;
- (d) there is a material irregularity in the tender process; or

(e) the parties are unable to negotiate market related pricing.

The CCT shall not accept or incur any liability to a tenderer for such cancellation or rejection, but will give written reasons for such action upon receiving a written request to do so.

2.1.5 Procurement procedures

2.1.5.1 General

Unless otherwise stated in the tender conditions, a contract will be concluded with the tenderer who scores the highest number of tender adjudication points.

The CCT intends to award each item and basket of items grouped, per category to a Main supplier (the highest ranked responsive tenderer) and one Standby supplier (the next highest ranked responsive tenderer)

Purchase orders will be placed with the main supplier in the first instance. Only if the main supplier confirms with the CCT responsible official that they are unable to supply the required item/s, CCT will place the purchase order with the Standby Supplier.

Basket items – to be considered, tenderers must submit prices for all items reflected in the particular basket, in order to be responsive for the basket. The pricing schedule contains 18 baskets in total, under the various categories listed

Tenderers may submit rates for any items, under any category reflected in the Pricing Schedule

The CCT reserves the right to appoint the Main Tenderer only or not to appoint any tenderers at all.

The contract period shall be from date of commencement of the contract until 30 June 2025.

2.1.5.2 Proposal procedure using the two stage-system

A two-stage system will **not be** followed.

2.1.5.3 Nomination of Alternative Bidder

Alternative Bidder means a bidder, identified at the time of awarding a bid, that will be considered for award should the contract be terminated for any reason whatsoever. In the event that a contract is terminated during the execution thereof, the CCT may consider the award of the contract, or non-award, to the alternative bidder in terms of the procedures included its SCM Policy.

2.1.6 Objections, complaints, queries and disputes/ Appeals in terms of Section 62 of the Systems Act/ Access to court

2.1.6.1 Disputes, objections, complaints and queries

In terms of Regulations 49 and 50 of the Local Government: Municipal Finance Management Act, 56 of 2003 Municipal Supply Chain Management Regulations (Board Notice 868 of 2005):

- a) Persons aggrieved by decisions or actions taken by the City of Cape Town in the implementation of its supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint or query or dispute against the decision or action.

2.1.6.2 Appeals

- a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the City, may appeal against that decision by giving written notice of the appeal and reasons to the City Manager within 21 days of the date of the notification of the decision.
- b) An appeal must contain the following:
 - i. Must be in writing

- ii. It must set out the reasons for the appeal
 - iii. It must state in which way the Appellant's rights were affected by the decision;
 - iv. It must state the remedy sought; and
 - v. It must be accompanied with a copy of the notification advising the person of the decision
- c) The relevant City appeal authority must consider the appeal and **may confirm, vary or revoke** the decision that has been appealed, but no such revocation of a decision may detract from any rights that may have accrued as a result of the decision.

2.1.6.3 Right to approach the courts and rights in terms of Promotion of Administrative Justice Act, 3 of 2000 and Promotion of Access to Information Act, 2 of 2000

The sub- clauses above do not influence any affected person's rights to approach the High Court at any time or its rights in terms of the Promotion of Administrative Justice Act (PAJA) and Promotion of Access to Information Act (PAIA).

2.1.6.4 All requests referring to sub clauses 2.1.6.1 and 2.1.6.2 must be submitted in writing to:

The City Manager - C/o the Manager: Legal Compliance Unit, Legal Services Department, Corporate Services Directorate

Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001

Via post at: Private Bag X918, Cape Town, 8000

Via fax at: 021 400 5963 or 021 400 5830

Via email at: MSA.Appeals@capetown.gov.za

2.1.6.5 All requests referring to clause 2.1.6.3 ns must be submitted in writing to:

The City Manager - C/o the Manager: Access to Information Unit, Corporate Services Directorate

Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001

Via post at: Private Bag X918, Cape Town, 8000

Via fax at: 086 202 9982

Via email at: Access2info.Act@capetown.gov.za

2.1.7 City of Cape Town Supplier Database Registration

Tenderers are required to be registered on the CCT Supplier Database as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

Tenderers who wish to register on the City of Cape Town's Supplier Database may collect registration forms from the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5). Registration forms and related information are also available on the City of Cape Town's website www.capetown.gov.za (follow the Supply Chain Management link to Supplier registration).

It is each tenderer's responsibility to keep all the information on the CCT Supplier Database updated.

2.1.8 National Treasury Web Based Central Supplier Database (CSD) Registration

Tenderers are required to be registered on the National Treasury Web Based Central Supplier Database (CSD) as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

Tenderers who wish to register on the National Treasury Web Based Central Supplier Database (CSD) may do so via the web address **<https://secure.csd.gov.za>**.

It is each tenderer's responsibility to keep all the information on the National Treasury Web Based Central Supplier Database (CSD) updated.

2.2 Tenderer's obligations

2.2.1 Eligibility Criteria

2.2.1.1 Tenderers are obligated to submit a tender offer that complies in all aspects to the conditions as detailed in this tender document. Only those tenders that comply in all aspects with the tender conditions, specifications, pricing instructions and contract conditions will be declared to be responsive.

2.2.1.1.1 Submit a tender offer

Only those tender submissions from which it can be established that a clear, irrevocable and unambiguous offer has been made to CCT, by whom the offer has been made and what the offer constitutes, will be declared responsive.

2.2.1.1.2 Compliance with requirements of CCT SCM Policy and procedures

Only those tenders that are compliant with the requirements below will be declared responsive:

- a) A completed **Details of Tenderer** to be provided (applicable schedule to be completed);
- b) A completed **Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums** to be provided authorising the tender to be made and the signatory to sign the tender on the partnership /joint venture/consortium's (applicable schedule to be completed);
- c) A copy of the partnership / joint venture / consortium agreement to be provided.
- d) A completed **Declaration of Interest – State Employees** to be provided and which does not indicate any non-compliance with the legal requirements relating to state employees (applicable schedule to be completed);
- e) A completed **Declaration – Conflict of Interest and Declaration of Bidders' past Supply Chain Management Practices** to be provided and which does not indicate any conflict or past practises that renders the tender non-responsive based on the conditions contained thereon (applicable schedules to be completed);
- f) A completed **Certificate of Independent Bid Determination** to be provided and which does not indicate any non-compliance with the requirements of the schedule (applicable schedule to be completed);
- g) The tenderer (including any of its directors or members), has not been restricted in terms of abuse of the Supply Chain Management Policy,
- h) The tenderer's tax matters with SARS are in order, or the tenderer is a foreign supplier that is not required to be registered for tax compliance with SARS;
- i) The tenderer is not an advisor or consultant contracted with the CCT whose prior or current obligations creates any conflict of interest or unfair advantage,
- j) The tenderer is not a person, advisor, corporate entity or a director of such corporate entity, involved with the bid specification committee;
- k) A completed **Authorisation for the Deduction of Outstanding Amounts Owed to the City of Cape Town** to be provided and which does not indicate any details that renders the tender non-responsive based on the conditions contained thereon (applicable schedules to be completed);
- l) The tenderer (including any of its directors or members), has not been found guilty of contravening the Competition Act 89 of 1998, as amended from time to time;

2.2.1.1.3 Compulsory clarification meeting

Not Applicable

2.2.1.1.4 Minimum score for functionality

Not Applicable

2.2.1.1.5 Local production and content

The City promotes the procurement of goods manufactured by local suppliers. The Department of Trade and Industry and National Treasury has identified specific designated sectors which require local content compliance. The current designated sectors are listed below:

Note: All to be listed including the date that the relevant Sector became effective.

Tenderers are required to ensure that they comply with these designated Sector requirements by ensuring that the products provided to the City are locally manufactured. Failure to meet the minimum stipulated threshold for local production and content will result in a bid being declared non-responsive.

Further details of designated sectors are available on http://www.thedti.gov.za/industrial_development/ip.jsp and http://ocpo.treasury.gov.za/Buyers_Area/Legislation/Pages/Practice-Notes.aspx

In addition to the above:

The supplier shall study the terms and conditions as stated in the **Local Content Declaration / Annexure C** returnable schedule.

The stipulated minimum threshold percentages for local production and content for the

- **Textiles, Clothing, Leather and Footwear sector** ("the designated sector") is **100%** and will include all sub-sectors from the applicable National Treasury Instruction Note.
- **Steel Products and Components for Construction** ("the designated sector") is **100%** and will include all sub-sectors from the applicable National Treasury Instruction Note

Only tenders with locally produced or locally manufactured Textiles, Clothing, Leather and Footwear from local raw material or input will be considered.

If the raw material or input to be used for a specific item is not available locally, suppliers should obtain written authorisation from the Department of Trade and Industry (DTI) (Chief Director: Industrial Procurement, tel. 012 394 3927 and fax 012 394 4927) should there be a need to import such raw material or input.

A copy of the authorisation letter must be submitted together with the bid document at the closing date and time of the bid.

The CCT is obliged and must ensure that contracts for the **Textiles, Clothing, Leather and Footwear sector** are awarded at prices that are market related taking into account, among others, benchmark prices designated by the DTI for the sector, value for money and economies of scale. Where appropriate, prices may be negotiated with preferred bidders in accordance with provisions for Negotiation with Preferred Bidders as set out in the CCT SCM Policy.

A bid will be declared non-responsive / disqualified if the Declaration Certificate for Local Production and Content and Annex C as well as the authorisation letter referred to above (if applicable) are not submitted as part of the bid documentation at the closing date and time of the bid.

For further information relating to the local production and content legislation, suppliers may refer to website http://www.thedti.gov.za/industrial_development/ip.jsp, or may contact the Chief Director: Industrial Procurement at the DTI at telephone number (012) 394 3927 and fax (012) 394 4927, the Director: Fleet Procurement, Ms Cathrine Matidza, at telephone number (012) 394 3927 and e-mail CMatidza@thedti.gov.za, or the DTI Contact Centre no 0861 843384.

2.2.1.1.6 Pre-qualification criteria for preferential procurement

Not Applicable

2.2.1.1.7 Provision of samples

Not Applicable .

2.2.2 Cost of tendering

The CCT will not be liable for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

2.2.3 Check documents

The documents issued by the CCT for the purpose of a tender offer are listed in the index of this tender document.

Before submission of any tender, the tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing is indistinct, or if the Price Schedule contains any obvious errors, the tenderer must apply to the CCT at once to have the same rectified.

2.2.4 Confidentiality and copyright of documents

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

2.2.5 Reference documents

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

2.2.6 Acknowledge and comply with notices

Acknowledge receipt of notices to the tender documents, which the CCT may issue, fully comply with all instructions issued in the notices, and if necessary, apply for an extension of the closing time stated on the front page of the tender document, in order to take the notices into account. Notwithstanding any requests for confirmation of receipt of notices issued, the tenderer shall be deemed to have received such notices if the CCT can show proof of transmission thereof via electronic mail, facsimile or registered post.

2.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarise themselves with aspects of the proposed work, services or supply and pose questions. Details of the meeting(s) are stated in the General Tender Information.

Tenderers should be represented at the site visit/clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved.

2.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the CCT at least one week before the closing time stated in the General Tender Information, where possible.

2.2.9 Pricing the tender offer

2.2.9.1 Comply with all pricing instructions as stated on the Price Schedule.

2.2.10 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the CCT in writing, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

2.2.11 Alternative tender offers

2.2.11.1 Unless otherwise stated in the tender conditions submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted.

If a tenderer wishes to submit an alternative tender offer, he shall do so as a separate offer on a complete set of tender documents. The alternative tender offer shall be submitted in a separate sealed envelope clearly marked "Alternative Tender" in order to distinguish it from the main tender offer.

Only the alternative of the highest ranked acceptable main tender offer (that is, submitted by the same tenderer) will be considered, and if appropriate, recommended for award.

Alternative tender offers of any but the highest ranked main tender offer will not be considered.

An alternative of the highest ranked acceptable main tender offer that is priced higher than the main tender offer may be recommended for award, provided that the ranking of the alternative tender offer is higher than the ranking of the next ranked acceptable main tender offer.

The CCT will not be bound to consider alternative tenders and shall have sole discretion in this regard.

In the event that the alternative is accepted, the tenderer warrants that the alternative offer complies in all respects with the CCT's standards and requirements.

2.2.11.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender conditions or criteria otherwise acceptable to the CCT.

2.2.12 Submitting a tender offer

2.2.12.1 Submit one tender offer only on the original tender documents as issued by the CCT, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract conditions and described in the specifications. Only those tenders submitted on the tender documents as issued by the CCT together with all Returnable Schedules duly completed and signed will be declared responsive.

2.2.12.2 Return the entire document to the CCT after completing it in its entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

2.2.12.3 Submit the parts of the tender offer communicated on paper as an original with an English translation for any part of the tender submission not made in English.

1 (One) copy(ies) of the following elements of the bid submission must be submitted separately bound in the same envelope where possible:

Part	Heading
4	Pricing Schedules
9	Supporting Schedules
15	All other attachments submitted by bidder

2.2.12.4 Sign the original tender offer where required in terms of the tender conditions. The tender shall be signed by a person duly authorised to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture or any other document signed by all parties, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of

the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner.

2.2.12.5 Where a two-envelope system is required in terms of the tender conditions, place and seal the returnable documents listed in the tender conditions in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the CCT's address and identification details stated in the General Tender Information, as well as the tenderer's name and contact address.

2.2.12.6 Seal the original tender offer and copy packages together in an outer package that states on the outside only the CCT's address and identification details as stated in the General Tender Information. . If it is not possible to submit the original tender and the required copies (see 2.2.12.3) in a single envelope, then the tenderer must seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY" in addition to the aforementioned tender submission details.

2.2.12.7 Accept that the CCT shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

2.2.12.8 Accept that tender offers submitted by facsimile or e-mail will be rejected by the CCT, unless stated otherwise in the tender conditions.

2.2.12.9 By signing the offer part of the Form of Offer (**Section 2, Part A**) the tenderer warrants that all information provided in the tender submission is true and correct.

2.2.12.10 Tenders must be properly received and deposited in the designated tender box (as detailed on the front page of this tender document) on or before the closing date and before the closing time, in the relevant tender box at the Tender & Quotation Boxes Office situated on the 2nd floor, Concourse Level, Civic Centre, 12 Hertzog Boulevard, Cape Town. If the tender submission is too large to fit in the allocated box, please enquire at the public counter for assistance.

2.2.12.12 The tenderer must record and reference all information submitted contained in other documents for example cover letters, brochures, catalogues, etc. in the returnable schedule titled **List of Other Documents Attached by Tenderer**.

2.2.13 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the CCT as non-responsive.

2.2.14 Closing time

2.2.14.1 Ensure that the CCT receives the tender offer at the address specified in the General Tender Information prior to the closing time stated on the front page of the tender document.

2.2.14.2 Accept that, if the CCT extends the closing time stated on the front page of the tender document for any reason, the requirements of these Conditions of Tender apply equally to the extended deadline.

2.2.14.3 Accept that, the CCT shall not consider tenders that are received after the closing date and time for such a tender (late tenders).

2.2.15 Tender offer validity and withdrawal of tenders

2.2.15.1 Warrants that the tender offer(s) remains valid, irrevocable and open for acceptance by the CCT at any time for a period of 120 days after the closing date stated on the front page of the tender document.

2.2.15.2 Notwithstanding the period stated above, bids shall remain valid for acceptance for a period of twelve (12) months after the expiry of the original validity period, unless the City is notified in writing of

anything to the contrary by the bidder. The validity of bids may be further extended by a period of not more than six months subject to mutual agreement and administrative processes and upon approval by the City Manager.

2.2.15.3 A tenderer may request in writing, after the closing date, that the tender offer be withdrawn. Such withdrawal will be permitted or refused at the sole discretion of the CCT after consideration of the reasons for the withdrawal, which shall be fully set out by the tenderer in such written request for withdrawal. Should the tender offer be withdrawn in contravention hereof, the tenderer agrees that:

- a) it shall be liable to the CCT for any additional expense incurred or losses suffered by the CCT in having either to accept another tender or, if new tenders have to be invited, the additional expenses incurred or losses suffered by the invitation of new tenders and the subsequent acceptance of any other tender;
- b) the CCT shall also have the right to recover such additional expenses or losses by set-off against monies which may be due or become due to the tenderer under this or any other tender or contract or against any guarantee or deposit that may have been furnished by the tenderer or on its behalf for the due fulfilment of this or any other tender or contract. Pending the ascertainment of the amount of such additional expenses or losses, the CCT shall be entitled to retain such monies, guarantee or deposit as security for any such expenses or loss.

2.2.16 Clarification of tender offer, or additional information, after submission

Provide clarification of a tender offer, or additional information, in response to a written request to do so from the CCT during the evaluation of tender offers within the time period stated in such request. No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: This clause does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the CCT elect to do so.

Failure, or refusal, to provide such clarification or additional information within the time for submission stated in the CCT's written request may render the tender non-responsive.

2.2.17 Provide other material

2.2.17.1 Provide, on request by the CCT, any other material that has a bearing on the tender offer, the tenderer's commercial position (including joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the CCT for the purpose of the evaluation of the tender. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the CCT's request, the CCT may regard the tender offer as non-responsive.

2.2.17.2 Provide, on written request by the CCT, where the transaction value inclusive of VAT **exceeds R 10 million**:

- a) audited annual financial statement for the past 3 years, or for the period since establishment if established during the past 3 years, if required by law to prepare annual financial statements for auditing;
- b) a certificate signed by the tenderer certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;
- c) particulars of any contracts awarded to the tenderer 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;
- d) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

Each party to a Consortium/Joint Venture shall submit separate certificates/statements in the above regard.

2.2.17.3 Tenderers undertake to fully cooperate with the CCT's external service provider appointed to perform a due diligence review and risk assessment upon receipt of such written instruction from the CCT.

2.2.18 Samples, Inspections, tests and analysis

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

If the **Specification** requires the tenderer to provide samples, these shall be provided strictly in accordance with the instructions set out in the Specification.

If such samples are not submitted as required in the bid documents or within any further time stipulated by the CCT in writing, then the bid concerned may be declared non-responsive.

The samples provided by all successful bidders will be retained by the CCT for the duration of any subsequent contract. Bidders are to note that samples are requested for testing purposes therefore samples submitted to the CCT may not in all instances be returned in the same state of supply and in other instances may not be returned at all. Unsuccessful bidders will be advised by the Project Manager or dedicated CCT Official to collect their samples, save in the aforementioned instances where the samples would not be returned.

2.2.19 Certificates

The tenderer must provide the CCT with all certificates as stated below:

2.2.19.1 Broad-Based Black Economic Empowerment Status Level Documentation

In order to qualify for preference points, it is the responsibility of the tenderer to submit documentary proof, either as certificates, sworn affidavits or any other requirement prescribed in terms of the B-BBEE Act, of its B-BBEE status level of contribution in accordance with the applicable Codes of good practise as issued by the Department of Trade and Industry, to the CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5) or included with the tender submission.

Consortiums/Joint Ventures will qualify for preference points, provided that the **entity** submits the relevant certificate/scorecard in accordance with the applicable codes of good practise. Note that, in the case of unincorporated entities, a verified consolidated B-BBEE scorecard must be submitted in the form of a certificate with the tender.

Tenderers are further referred to the content of the **Preference Schedule** for the full terms and conditions applicable to the awarding of preference points.

The applicable code for this tender is the **Amended Codes of Good Practise (Generic Scorecard)** unless in possession of a valid sector certificate.

The tenderer shall indicate in Section 4 of the **Preference Schedule** the Level of Contribution in respect of the enterprise status or structure of the tendering entity (the supplier).

2.2.19.2 Evidence of tax compliance

Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant subject to the requirements of clause 2.2.1.1.2.h. In this regard, it is the responsibility of the Tenderer to submit evidence in the form of a valid Tax Clearance Certificate issued by SARS to the CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5), or included with this tender. The tenderer must also provide its Tax Compliance Status PIN number on the **Details of Tenderer** pages of the tender submission.

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate.

Before making an award the City must verify the bidder's tax compliance status. Where the recommended bidder is not tax compliant, the bidder should be notified of the non-compliant status and be requested to submit to the City, within 7 working days, written proof from SARS that they have made arrangement to meet their outstanding tax obligations. The proof of tax compliance submitted by the bidder must be verified by the City via CSD or e-Filing. The City should reject a bid submitted by the bidder if such bidder fails to provide proof of tax compliance within the timeframe stated herein.

Only foreign suppliers who have answered "NO" to all the questions contained in the Questionnaire to Bidding Foreign Suppliers section on the **Details of Tenderer** pages of the tender submission, are not required to register for a tax compliance status with SARS.

2.2.20 Compliance with Occupational Health and Safety Act, 85 of 1993

Tenderers are to note the requirements of the Occupational Health and Safety Act, 85 of 1993. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the Tenderer shall submit **upon written request to do so by the CCT**, a Health and Safety Plan in sufficient detail to demonstrate the necessary competencies and resources to deliver the goods or services all in accordance with the Act, Regulations and Health and Safety Specification.

2.2.21 Claims arising from submission of tender

The tenderer warrants that it has:

- a) inspected the Specifications and read and fully understood the Conditions of Contract.
- b) read and fully understood the whole text of the Specifications and Price Schedule and thoroughly acquainted himself with the nature of the goods or services proposed and generally of all matters which may influence the Contract.
- c) visited the site(s) where delivery of the proposed goods will take place, carefully examined existing conditions, the means of access to the site(s), the conditions under which the delivery is to be made, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and equipment to and from the site(s) and made the necessary provisions for any additional costs involved thereby.
- d) requested the CCT to clarify the actual requirements of anything in the Specifications and Price Schedule, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.
- e) received any notices to the tender documents which have been issued in accordance with the CCT's Supply Chain Management Policy.

The CCT will therefore not be liable for the payment of any extra costs or claims arising from the submission of the tender.

2.3 The CCT's undertakings

2.3.1 Respond to requests from the tenderer

2.3.1.1 Unless otherwise stated in the Tender Conditions, respond to a request for clarification received up to one week (where possible) before the tender closing time stated on the front page of the tender document.

2.3.1.2 The CCT's representative for the purpose of this tender is stated on the General Tender Information page.

2.3.2 Issue Notices

If necessary, issue addenda in writing that may amend or amplify the tender documents to each tenderer during the period from the date the tender documents are available until one week before the tender closing time stated in the Tender Data. The Employer reserves its rights to issue addenda less than one week before the tender closing time in exceptional circumstances. If, as a result a tenderer applies for an extension to the closing time stated on the front page of the tender document, the CCT may grant such extension and, shall then notify all tenderers who drew documents.

Notwithstanding any requests for confirmation of receipt of notices issued, the tenderer shall be deemed to have received such notices if the CCT can show proof of transmission thereof via electronic mail, facsimile or registered post.

2.3.3 Opening of tender submissions

2.3.3.1 Unless the two-envelope system is to be followed, open tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender conditions.

Tenders will be opened immediately after the closing time for receipt of tenders as stated on the front page of the tender document, or as stated in any Notice extending the closing date and at the closing venue as stated in the General Tender Information.

2.3.3.2 Announce at the meeting held immediately after the opening of tender submissions, at the closing venue as stated in the General Tender Information, the name of each tenderer whose tender offer is opened and, where possible, the prices and the preferences indicated.

2.3.3.3 Make available a record of the details announced at the tender opening meeting on the CCT's website (<http://www.capetown.gov.za/en/SupplyChainManagement/Pages/default.aspx>.)

2.3.4 Two-envelope system

2.3.4.1 Where stated in the tender conditions that a two-envelope system is to be followed, open only the technical proposal of tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender conditions and announce the name of each tenderer whose technical proposal is opened.

2.3.4.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who have submitted responsive technical proposals of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who have submitted responsive technical proposals in accordance with the requirements as stated in the tender conditions, and announce the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals were non-responsive.

2.3.5 Non-disclosure

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

2.3.6 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

2.3.7 Test for responsiveness

2.3.7.1 Appoint a Bid Evaluation Committee and determine after opening whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

2.3.7.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the CCT's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the goods, services or supply identified in the Specifications,
- b) significantly change the CCT's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of any material deviation or qualification.

The CCT reserves the right to accept a tender offer which does not, in the CCT's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender documents.

2.3.8 Arithmetical errors, omissions and discrepancies

2.3.8.1 Check the responsive tenders for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the Price Schedule; or
- c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in the Price Schedule; or
 - ii) the summation of the prices; or
 - iii) calculation of individual rates.

2.3.8.2 The CCT must correct the arithmetical errors in the following manner:

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- b) If pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as tendered shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if Price Schedules apply) to achieve the tendered total of the prices.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

2.3.8.3 In the event of tendered rates or lump sums being declared by the CCT to be unacceptable to it because they are not priced, either excessively low or high, or not in proper balance with other rates or lump sums, the tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the CCT is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.

The tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the CCT, but this shall be done without altering the tender offer in accordance with this clause.

Should the tenderer fail to amend his tender in a manner acceptable to and within the time stated by the CCT, the CCT may declare the tender as non-responsive.

2.3.9 Clarification of a tender offer

The CCT may, after the closing date, request additional information or clarification from tenderers, in writing on any matter affecting the evaluation of the tender offer or that could give rise to ambiguity in a contract arising from the tender offer, which written request and related response shall not change or affect their competitive position or the substance of their offer. Such request may only be made in writing by the Director: Supply Chain Management using any means as appropriate.

2.3.10 Evaluation of tender offers

2.3.10.1 General

2.3.10.1.1 Reduce each responsive tender offer to a comparative price and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender conditions.

2.3.10.1.2 For evaluation purposes only, the effects of the relevant contract price adjustment methods will be considered in the determination of comparative prices as follows:

- a. If the selected method is based on bidders supplying rates or percentages for outer years, comparative prices would be determined over the entire contract period based on such rates or percentages.
- b. If the selected method is based on a formula, indices, coefficients, etc. that is the same for all bidders during the contract period, comparative prices would be the prices as tendered for year one.
- c. If the selected method is based on a formula, indices, coefficients, etc. that varies between bidders, comparative prices would be determined over the entire contract period based on published indices relevant during the 12 months prior to the closing date of tenders.
- d. If the selected method includes an imported content requiring rate of exchange variation, comparative prices would be determined based on the exchange rates tendered for the prices as tendered for year one. The rand equivalent of the applicable currency 14 days prior to the closing date of tender will be used (the CCT will check all quoted rates against those supplied by its own bank).
- e. If the selected method is based on suppliers' price lists, comparative prices would be the prices as tendered for year one.
- f. If the selected method is based on suppliers' price lists and / or rate of exchange, comparative prices would be determined as tendered for year one whilst taking into account the tendered percentage subject to rate of exchange (see sub clause (d) for details on the calculation of the rate of exchange).

2.3.10.1.3 Where the scoring of functionality forms part of a bid process, each member of the Bid Evaluation Committee must individually score functionality. The individual scores must then be interrogated and calibrated if required where there are significant discrepancies. The individual scores must then be added together and averaged to determine the final score.

2.3.10.2 Decimal places

Score financial offers, preferences and functionality, as relevant, to two decimal places.

2.3.10.3 Scoring of tenders (price and preference)

2.3.10.3.1 Points for price will be allocated in accordance with the formula set out in this clause based on the price per item / rates as set out in the **Price Schedule (Part 3)**:

- based on the sum of the prices/rates in relation to the estimated quantities.

2.3.10.3.2 Points for preference will be allocated in accordance with the provisions of **Preference Schedule** and the table in this clause.

2.3.10.3.3 The terms and conditions of **Preference Schedule** as it relates to preference shall apply in all respects to the tender evaluation process and any subsequent contract.

2.3.10.3.4 Applicable formula:

Either the 80/20 preference point system will apply to this tender and the lowest acceptable tender will be used to determine the applicable preference point system

The 80/20 price/preference points system will be applied to the evaluation of responsive tenders up to and including a Rand value of R50'000'000 (all applicable taxes included), whereby the order(s) will be placed with the tenderer(s) scoring the highest total number of adjudication points.

Price shall be scored as follows:

$$Ps = 80 \times \left(1 - \frac{(Pt - Pmin)}{Pmin}\right)$$

Where: Ps is the number of points scored for price;
Pt is the price of the tender under consideration;
Pmin is the price of the lowest responsive tender.

Preference points shall be scored as follows:

Points will be awarded to tenderers who are eligible for preferences in respect of the B-BBEE level of contributor attained in terms of **Preference Schedule**.

A maximum of 20 tender adjudication points will be awarded for preference to tenderers with responsive tenders who are eligible for such preference, in accordance with the criteria listed below.

Up to **20** adjudication points (N_P) will be awarded for the level of B-BBEE contribution, in accordance with the tables below:

B-BBEE Status Level of Contributor	Number of Points for Preference
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor*	0

**A non-compliant contributor is one who does not meet the minimum score for a level 8 contributor.*

or, in respect of Exempted Micro Enterprises (EMEs):

Black Ownership of EME	Deemed Status Contributor	B-BBEE Level of	Number of Points for Preference
less than 51%	4		12
at least 51% but less than 100%	2		18
100%	1		20

or, in respect of Qualifying Small Enterprises (QSEs):

Black Ownership of QSE	Deemed Status Contributor	B-BBEE Level of	Number of Points for Preference
at least 51% but less than 100%	2		18
100%	1		20

The total number of adjudication points (N_T) shall be calculated as follows:

$$N_T = P_S + N_P$$

Where: P_S is the number of points scored for price;
 N_P is the number of points scored for preference.

The total number of adjudication points (N_T) shall be calculated as follows:

$$N_T = P_S + N_P$$

Where: P_S is the number of points scored for price;
 N_P is the number of points scored for preference.

The terms and conditions of the **Preference Schedule** shall apply in all respects to the tender evaluation process and any subsequent contract.

2.3.10.5 Risk Analysis

Notwithstanding compliance with regard to any requirements of the tender, the CCT will perform a risk analysis in respect of the following:

- reasonableness of the financial offer
- reasonableness of unit rates and prices
- the tenderer's ability to fulfil its obligations in terms of the tender document, that is, that the tenderer can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, capacity, experience, reputation, personnel to perform the contract, etc.; the CCT reserves the right to consider a tenderer's existing contracts with the CCT in this regard
- any other matter relating to the submitted bid, the tendering entity, matters of compliance, verification of submitted information and documents, etc.

The conclusions drawn from this risk analysis will be used by the CCT in determining the acceptability of the tender offer.

No tenderer will be recommended for an award unless the tenderer has demonstrated to the satisfaction of the CCT that he/she has the resources and skills required.

2.3.11 Negotiations with preferred tenderers

The CCT may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:

- a) does not allow any preferred tenderer a second or unfair opportunity;
- b) is not to the detriment of any other tenderer; and
- c) does not lead to a higher price than the tender as submitted.

If negotiations fail to result in acceptable contract terms, the City Manager (or his delegated authority) may terminate the negotiations and cancel the tender, or invite the next ranked tenderer for negotiations. The original preferred tenderer should be informed of the reasons for termination of the negotiations. If the decision is to invite the next highest ranked tenderer for negotiations, the failed earlier negotiations may not be reopened by the CCT.

Minutes of any such negotiations shall be kept for record purposes.

The provisions of this clause will be equally applicable to any invitation to negotiate with any other tenderers.

In terms of the PPPFA Regulations, 2017, tenders must be cancelled in the event that negotiations fail to achieve a market related price with any of the three highest scoring tenderers.

2.3.12 Acceptance of tender offer

Notwithstanding any other provisions contained in the tender document, the CCT reserves the right to:

2.3.12.1 Accept a tender offer(s) which does not, in the CCT's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender document.

2.3.12.2 Accept the whole tender or part of a tender or any item or part of any item or items from multiple manufacturers, or to accept more than one tender (in the event of a number of items being offered), and the CCT is not obliged to accept the lowest or any tender.

2.3.12.3 Accept the tender offer(s), if in the opinion of the CCT, it does not present any material risk and only if the tenderer(s)::

- a) is not under restrictions, has any principals who are under restrictions, or is not currently a supplier to whom notice has been served for abuse of the supply chain management system, preventing participation in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,complies with the legal requirements, if any, stated in the tender data, and
- e) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

If an award cannot be made in terms of anything contained herein, the Employer reserves the right to consider the next ranked tenderer(s).

2.3.12.4 Not to make an award, or revoke an award already made, where the implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):

- a) reports of poor governance and/or unethical behaviour;
- b) association with known family of notorious individuals;
- c) poor performance issues, known to the City;
- d) negative social media reports; and
- e) adverse assurance (e.g. due diligence) report outcomes.

2.3.12.5 The CCT reserves the right to nominate an alternative bidder at the time when an award is made and in the event that a contract is terminated during the execution thereof, the CCT may consider the award of the contract, or non-award, to the alternative bidder in terms of the procedures included in its SCM Policy.

2.3.13 Prepare contract documents

2.3.13.1 If necessary, revise documents that shall form part of the contract and that were issued by the CCT as part of the tender documents to take account of:

- a) notices issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the CCT and the successful tenderer.

2.3.13.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

2.3.14 Notice to successful and unsuccessful tenderers

2.3.14.1 Before accepting the tender of the successful tenderer the CCT shall notify the successful tenderer in writing of the decision of the CCT's Bid Adjudication Committee to award the tender to the successful tenderer. No rights shall accrue to the successful tenderer in terms of this notice

2.3.14.2 The CCT shall, at the same time as notifying the successful tenderer of the Bid Adjudication Committee's decision to award the tender to the successful tenderer, also give written notice to the other tenderers informing them that they have been unsuccessful.

2.3.15 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these Conditions of Tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
SUPPLY CHAIN MANAGEMENT			
SCM - 542	Approved by Branch Manager: 03/04/2020		
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TENDER NO: 239G/2021/22

**TENDER DESCRIPTION: SUPPLY AND DELIVERY OF VARIOUS MEDICAL
EQUIPMENT, CONSUMABLES AND ACCESSORIES
FOR THE CITY OF CAPE TOWN MUNICIPALITY**

CONTRACT PERIOD: FROM DATE OF COMMENCEMENT UNTIL 30 JUNE 2025

VOLUME 2: RETURNABLE DOCUMENTS

TENDERER	
NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual	
TRADING AS (if different from above)	

NATURE OF TENDER OFFER (please indicate below)	
Main Offer (see clause 2.2.11.1)	
Alternative Offer (see clause 2.2.11.1)	

VOLUME 2: RETURNABLE DOCUMENTS

(3) DETAILS OF TENDERER

1.1 Type of Entity (Please tick one box)

☐ Individual / Sole Proprietor

☐ Close Corporation

☐ Company

☐ Partnership or Joint Venture or Consortium

☐ Trust

☐ Other:

1.2 Required Details (Please provide applicable details in full):

Name of Company / Close Corporation or Partnership / Joint Venture / Consortium or Individual /Sole Proprietor	
Trading as (if different from above)	
Company / Close Corporation registration number (if applicable)	
Postal address	Postal Code _____
Physical address (Chosen domicilium citandi et executandi)	Postal Code _____
Contact details of the person duly authorised to represent the tenderer	Name: Mr/Ms _____ (Name & Surname) Telephone:(____) _____ Fax:(____) _____ Cellular Telephone: _____ E-mail address: _____
Income tax number	
VAT registration number	
SARS Tax Compliance Status PIN	
City of Cape Town Supplier Database Registration Number (See Conditions of Tender)	
National Treasury Central Supplier Database registration number (See Conditions of	

Tender)	
Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered?	☐ Yes ☐ No If yes, enclose proof
Is tenderer a foreign based supplier for the Goods / Services / Works offered?	☐ Yes ☐ No If yes, answer the Questionnaire to Bidding Foreign Suppliers (below)
Questionnaire to Bidding Foreign Suppliers	a) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa? ☐ Yes ☐ No
	b) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa? ☐ Yes ☐ No
	c) Does the tenderer have a permanent establishment in the Republic of South Africa? ☐ Yes ☐ No
	d) Does the tenderer have any source of income in the Republic of South Africa? ☐ Yes ☐ No
	e) Is the tenderer liable in the Republic of South Africa for any form of taxation? ☐ Yes ☐ No
Other Required registration numbers	

(4) FORM OF OFFER AND ACCEPTANCE**TENDER 239G/2021/22 SUPPLY AND DELIVERY OF VARIOUS MEDICAL EQUIPMENT, CONSUMABLES AND ACCESSORIES FOR THE CITY OF CAPE TOWN MUNICIPALITY****OFFER: (TO BE FILLED IN BY TENDERER):****Required Details** (Please provide applicable details in full):

Name of Tendering Entity* (“the tenderer”)	
Trading as (if different from above)	

AND WHO IS represented herein by: (full names of signatory)

duly authorised to act on behalf of the tenderer in his capacity as: (title/ designation)

HEREBY AGREES THAT by signing the *Form of Offer and Acceptance*, the tenderer:

1. confirms that it has examined the documents listed in the Index (including Schedules and Annexures) and has accepted all the Conditions of Tender;
2. confirms that it has received and incorporated any and all notices issued to tenderers issued by the CCT;
3. confirms that it has satisfied itself as to the correctness and validity of the tender offer; that the price(s) and rate(s) offered cover all the goods and/or services specified in the tender documents; that the price(s) and rate(s) cover all its obligations and accepts that any mistakes regarding price(s), rate(s) and calculations will be at its own risk;
4. offers to supply all or any of the goods and/or render all or any of the services described in the tender document to the CCT in accordance with the:
 - 4.1 terms and conditions stipulated in this tender document;
 - 4.2 specifications stipulated in this tender document; and
 - 4.3 at the prices as set out in the **Price Schedule**.
5. accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on it in terms of the Contract.

Signature(s)_____
Print name(s):
On behalf of the tenderer (duly authorised)_____
Date

INITIALS OF CITY OFFICIALS		
1	2	3

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER 239G/2021/22 SUPPLY AND DELIVERY OF VARIOUS MEDICAL EQUIPMENT, CONSUMABLES AND ACCESSORIES FOR THE CITY OF CAPE TOWN MUNICIPALITY

ACCEPTANCE (TO BE FILLED IN BY THE CITY OF CAPE TOWN)

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the supplier the amount due in accordance with the conditions of contract. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract are contained in:

- (7) & (8): Special and General Conditions of Tender
- (5) Price schedule
- 13: Specifications

and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documents to be provided in terms of the conditions of contract identified in the special contract conditions. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the parties have signed the table below and confirms receipt from the employer of one fully completed original copy of this agreement, including the schedule of deviations (if any). The tenderer (now supplier) shall within five working days of the agreement coming into effect notify the employer in writing of any reason why he cannot accept the contents of this agreement as a complete and accurate memorandum thereof, failing which the agreement presented to the contractor shall constitute the binding contract between the parties.

The Parties	Employer	Supplier
Business Name		
Business Registration		
Tax number (VAT)		
Physical Address		
Accepted contract sum including tax		
Accepted contract duration		
Signed – who by signature hereto warrants authority		
Name of signatory		
Signed: Date		
Signed: Location		
Signed: Witness		
Name of Witness		

FORM OF OFFER AND ACCEPTANCE (continued)

(TO BE FILLED IN BY THE CITY OF CAPE TOWN)

Schedule of Deviations

Notes:

1. The extent of deviations from the tender documents issued by the CCT before the tender closing date is limited to those permitted in terms of the conditions of tender.
2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1 Subject

Details

.....

2 Subject

Details

.....

3 Subject

Details

.....

4 Subject

Details

.....

By the duly authorised representatives signing this agreement, the CCT and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to this tender document and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the CCT during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

(5) PRICE SCHEDULE**Pricing Instructions:**

- 5.1 State the rates and prices in Rand unless instructed otherwise in the tender conditions.
- 5.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.
- 5.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.
- 5.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 5.5 Where a value is given in the Quantity column, a Rate and Price (the product of the Quantity and Rate) is required to be inserted in the relevant columns.
- 5.6 **The successful tenderer is required to perform all tasks listed against each item in the Pricing Schedule..** The tenderer must therefore tender prices/rates on all items and for all 3 years as per the section in the Price Schedule. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.**
- 5.7 **Award Methodology :**

The CCT intends to award each item and basket of items grouped, per category to a Main supplier (the highest ranked responsive tenderer) and one Standby supplier (the next highest ranked responsive tenderer)

Purchase orders will be placed with the main supplier in the first instance. Only if the main supplier confirms with the CCT responsible official that they are unable to supply the required item/s, CCT will place the purchase order with the Standby Supplier.

Basket items – to be considered, tenderers must submit prices for all items reflected in the particular basket, in order to be responsive for the basket. The pricing schedule contains 18 baskets in total, under the various categories listed

Tenderers may submit rates for any items, under any category reflected in the Pricing Schedule

INITIALS OF CITY OFFICIALS		
1	2	3

TENDERERS MUST NOTE THAT WHEREVER THIS DOCUMENT REFERS TO ANY PARTICULAR TRADE MARK, NAME, PATENT, DESIGN, TYPE, SPECIFIC ORIGIN OR PRODUCER, SUCH REFERENCE SHALL BE DEEMED TO BE ACCOMPANIED BY THE WORDS ‘OR EQUIVALENT’

Item	Description	Unit of measure	Firm Price item delivered and transferred into the designated premises at clinic	Manufacturer's Name
	Supply and Delivery of Medical Equipment			
CATEGORY 1: DIAGNOSTIC EQUIPMENT AND ACCESSORIES				
1.	Blood pressure measurement: Baumanometer aneroid	each		
2.	Blood pressure measurement: Baumanometer automatic; mobile	Each		
3.	Blood pressure accessory Cuff & bladder infant nylon single or dual tube	Each		
4.	Blood pressure accessory: cuff & bladder adult nylon single or dual tube	Each		
5.	Blood pressure accessory: cuff & bladder obese nylon single or dual tube	Each		
6.	Blood pressure accessory: Cuff & bladder child nylon single or dual tube	Each		
7.	Disgnostic set; portable	Each		
8.	Diagnostic set: wall mounted	Each		
9.	Diagnostic combination set: wall mounted	Each		
10.	Doppler Foetal Monitor; handheld	Each		
11.	Foetoscope	Each		
12.	Length Mat	Each		
13.	Monofilament; disposable (pack of 20)	Per pack		
14.	Patella hammer	Each		
15.	Scale: adult, with height board	Each		
16.	Scale: adult, without height board	Each		
17.	Scale: baby	Each		
18.	Stadiometer	Each		
19.	Stethoscope, dual head: adult	Each		
20.	Stethoscope, dual head: Paediatric	Each		
21.	Syringe: ear (complete)	Each		
22.	Tape: Measuring	Each		
23.	Tape: MUAC	Each		
24.	Thermometer: digital scanner type	Each		
25.	Tuning Fork 256 Hz	Each		
26.	Tuning Fork 128Hz	Each		

Basket 1

1	Blood pressure monitor: automated non-invasive wall mounted/ portable Blood pressure; pulse rate; oxygen saturation and temperature combination	Each		Tenderers must submit rates for all items in this basket to be considered responsive for Basket 1
2	Stand for automated Blood pressure; pulse rate; oxygen saturation and temperature combination	Each		

Basket 2

1	Diagnostic set: portable	Each		Tenderers must submit rates for all items in this basket to be considered responsive for Basket 2
2	Diagnostic set: Spare bulbs	Each		

Basket 3

1	Electrocardiograph: 12 channel with paper and electrodes included	Each		Tenderers must submit rates for all items in this basket to be considered responsive for Basket 3
2	Electrocardiograph: 12 channel with paper roll	Each		
3	Electrocardiograph: 12 channel electrode pads disposable, self adhesive	Each		

Basket 4

1	Otoscope: portable	Each	Make: Welch Allyn or equivalent	Tenderers must submit rates for all items in this basket to be considered responsive for Basket 4
2	Otoscope ear speculums; 4 sizes in pack	Per pack	Make: Welch Allyn or equivalent	

Basket 5

1	Haemoglobin meter	Each		Tenderers must submit rates for all items in this basket to be considered responsive for Basket 5
2	Haemoglobin Meter consumables to match (50 per pack)	Per pack		

Basket 6

1	HBA 1C machine	Each		Tenderers must submit rates for all items in this basket to be considered responsive for Basket 6
2	HBA1C test strips: to match (50 per pack)	Per pack		

Basket 7

1	INR Machine	Each		Tenderers must submit rates for all items in this basket to be considered responsive for Basket 7
2	INR test strips to match (6 per pack)	Per pack		

Basket 8

1	Pulse oximeter: stand-alone, with adult probes	Each		Tenderers must submit rates for all items in this basket to be considered responsive for Basket 8
2	Pulse oximeter: adult probes	Each		

Basket 9

1	Pulse oximeter: stand-alone, with paediatric probes	Each		Tenderers must submit rates for all items in this basket to be considered responsive for Basket 9
2	Pulse oximeter: paediatric probes	Each		

Basket 10

1	Peak flow meter	Each		Tenderers must submit rates for all items in this basket to be considered responsive for Basket 10
2	Peak Flow Meter: mouth-piece, disposable (50s)	Per pack		

CATEGORY 2: SPECIALISED EQUIPMENT

1.	Cardiac arrest board	Each		
2.	Laryngoscope set; adult	Each		
3.	Laryngoscope set; paediatric	Each		
4.	Nebuliser: portable; mains	Each		
5.	Oxygen Bull nose regulator: with flow meter	Each		
6.	Oxygen Humidifier	Each		
7.	Resuscitator manual: infant with PEEP valve	Each		
8.	Resuscitator manual: child with PEEP valve	Each		
9.	Resuscitator manual: adult with PEEP valve	Each		
10	Tape: Broselow	Each		
11	Tape: PAWPER and flipper chart	Each		

Basket 11

1	Automated external defibrillator with pads for paediatrics and adult included	each		Tenderers must submit rates for all items in this basket to be considered responsive for Basket 11
2	AED replacement Pads adult (2 per pack)	Per pack		
3	AED replacement Pads Paediatric (2 per pack)	Per pack		

Basket 12

1	Monitor: multi-function vital signs, including Sp oxygen	each		Tenderers must submit rates for all items in this basket to be considered responsive for Basket 12
2	Stand for monitor; multifunction vital signs including Sp oxygen	each		

Basket 13

1	Suction machine: trolley type	each		Tenderers must submit rates for all items in this basket to be considered responsive for Basket 13
2	Antibacterial filter: for trolley type suction machine	each		

Basket 14

1	Suction machine, portable	each		Tenderers must submit rates for all items in this basket to be considered responsive for Basket 14
2	Antibacterial filter: for portable suction machine	each		

Basket 15

1	Laryngoscope Handle: Paediatric	each		Tenderers must submit rates for all items in this basket to be considered responsive for Basket 15
2	Laryngoscope Blade: Straight: size 00 Paediatric	each		
3	Laryngoscope Blade: Straight: size 0 Paediatric	each		
4	Laryngoscope Blade: Straight: size1 Paediatric	each		

Basket 16

1	Laryngoscope Handle: Adult	each		Tenderers must submit rates for all items in this basket to be considered responsive for Basket 16
6	Laryngoscope Blade: Curved: size 2	each		
7	Laryngoscope Blade: Curved: size 3	each		
8	Laryngoscope Blade: Curved: size 4	each		

Basket 17

1	Ultrasound, gestational	each		Tenderers must submit rates for all items in this basket to be considered responsive for Basket 17
2	Ultrasound probes and connections	each		

CATEGORY 3:MEDICAL CONSUMABLES

1.	Amniotomy hook	Each		
2.	Buretrol set 150ml	Each		
3.	Antibacterial filter: portable suction machine	Each		
4.	Antibacterial filter: trolley type suction machine	Each		
5.	Catheter Foley size8 FG	Each		
6.	Catheter Foley size10FG	Each		
7.	Catheter Foley Size 12FG	Each		
8.	Catheter Foley Size 14FG	Each		
9.	Catheter Foley Size 16FG	Each		
10.	Catheter Foley Size 18FG	Each		
11.	Catheter: intrathoracic, silicone St20	Each		
12.	Catheter: intrathoracic, silicone St24	Each		
13.	Catheter: intrathoracic, silicone St28	Each		
14.	Catheter: intrathoracic, silicone St30	Each		
15.	Catheter: intrathoracic, silicone St32	Each		
16.	Drainage system: chest, underwater, adult	Each		
17.	Drapes; disposable: sterile	Each		
18.	Endotracheal tube:uncuffed size 2.0mm	Each		
19.	Endotracheal tube:uncuffed size 2.5mm	Each		
20.	Endotracheal tube:uncuffed size 4.5mm	Each		
21.	Eye pad, sterile	Each		
22.	Eye patch: disposable	Each		
23.	Gauze: absorbent, Type 1,sterile, peel pack (5)	Each		
24.	Gauze: paraffin, 100X100 (box of 10)	Each		
25.	Gloves: sterile size 6 or 6,5 or small (50 in box) nitrile	Per pack		
26.	Gloves: sterile size 7 or 7,5 or medium (50 in box) nitrile	Per pack		
27.	Gloves: sterile size 8 or large (50 per box) nitrile	Per pack		
28.	Gloves: sterile size 6 or 6,5 or small (50 per box) nitrile	Per pack		
29.	Gloves: sterile size 7 or 7,5 or medium (50 per box) nitrile	Per pack		
30.	Gloves: sterile size 8 or large (50 per box) nitrile	Per pack		
31.	Goggles	Each		
32.	Inadine 5cmx5cm	Each		
33.	Inadine 9.5x9.5cm	Each		
34.	Intrasite gel 25gm	Each		

35.	Intravenous cannula: winged (Butterfly)	Each		
36.	Laryngeal mask (Adult) size: 3	Each		
37.	Laryngeal mask (Adult) size: 4	Each		
38.	Laryngeal mask (Adult) size: 5	Each		
39.	Linen savers	Per pack		
40.	Naso Gastric: feeding tube, size 6FG	Each		
41.	Naso Gastric: feeding tube, size 8FG	Each		
42.	Naso Gastric: feeding tube, size 10FG	Each		
43.	Naso Gastric: feeding tube, size 12FG	Each		
44.	Needles: Hypodermic dental 27G long	Each		
45.	Needles: Hypodermic dental 30G short	Each		
46.	Sanitary towels, ,maternity (12 in a pack)	Per pack		
47.	Sheath: incontinence 25mm	Each		
48.	Sheath: incontinence 30mm	Each		
49.	Sheath: incontinence 35mm	Each		
50.	Skin traction kit adult	Each		
51.	Skin traction kit child	Each		
52.	Speculum, vaginal, disposable size small (Box of 100)	Each		
53.	Speculum, vaginal, disposable size medium (Box of 100)	Each		
54.	Speculum, vaginal, disposable size large (Box of 100)	Each		
55.	Sterilisation test strips – Bowie Dicks (50 per pack)	Per pack		
56.	Sterilisation test strips - Helix (50 per pack)	Per pack		
57.	Stockinette 100mm wide	Each		
58.	Stockinette 150mm wide	Each		
59.	Suture: chromic, 0/0 (pack of 12)	Per pack		
60.	Suture: chromic, 1/0 (pack of 12)	Per pack		
61.	Suture: chromic, 1/2 (pack of 12)	Per pack		
62.	Suture: sterile, nylon, 2/0, 3/8, 45 cm (pack of 12)	Per pack		
63.	Suture: sterile, nylon, 3/0, 3/8, 45 cm (pack of 12)	Per pack		
64.	Suture: sterile, nylon, 4/0, 3/8, 45 cm (pack of 12)	Per pack		
65.	Tampon: vaginal; post partum	Each		
66.	Tape for endotracheal tube	Each		
67.	Tube: stomach washout 24FG	Each		
68.	Tube: stomach washout 26FG	Each		
69.	Tube: stomach washout 28FG	Each		
70.	Tube: stomach washout 30FG	Each		
71.	Ulcer 3 dressings	Each		
72.	Ultra sound gel, medium viscosity	Each		
73.	Urine specimen collection bag (boys)	Each		
74.	Urine specimen collection bag (girls)	Each		

CATEGORY 4: MEDICAL INSTRUMENTS, AND EQUIPMENT				
1.	Basin, medium stainless steel	Each		
2.	Bowl: large, stainless steel	Each		
3.	Bowl: small, stainless steel - Galipot/ lotion bowl	Each		
4.	Drip stand: 2 hook	Each		
5.	Drip stand: 4 hook	Each		
6.	Forceps: artery, curved	Each		
7.	Forceps: artery, straight	Each		
8.	Forceps: mosquito, curved	Each		
9.	Forceps: mosquito, straight	Each		
10.	Forceps: non-toothed	Each		
11.	Forceps: toothed	Each		
12.	Forceps: Swab holder	Each		
13.	Introducer (intubation stylet): adult	Each		
14.	Introducer (intubation stylet): pediatric	Each		
15.	Kidney dish: large, stainless steel	Each		
16.	Kidney dish: small stainless steel	Each		
17.	Magill forceps: adult	Each		
18.	Magill forceps: child paediatric	Each		
19.	Needle holder: stainless steel	Each		
20.	Scalpel handle: long, No. 3 , stainless steel	Each		
21.	Scalpel handle: short No 3, stainless steel	Each		
22.	Scissors, episiotomy, Stainless steel.	Each		
23.	Scissors, umbilical. Stainless steel	Each		
24.	Scissors: dissecting, stainless steel	Each		
25.	Scissors: splinting stainless steel	Each		
26.	Scissors: stitch, stainless steel	Each		
27.	Stitch tray: small plastic (autoclave safe)	Each		
28.	Stitch tray: small stainless steel	Each		
29.	Stick pack , small, sterile	Each		
30.	Syringe: dental	Each		
31.	Tongue Depressor, Stainless Steel	Each		
32.	Bed pan, Plastic	Each		
33.	Urinal, male, Plastic	Each		
CATEGORY 5: FURNITURE AND RELATED EQUIPMENT				
1.	Autoclave: table-top	Each		
2.	Examination light: ceiling mounted	Each		
3.	Examination light: on stand - mobile	Each		
4.	Examination light: Wall mounted	Each		
5.	Examination light: Headlamp	Each		
6.	Bassinet, complete	Each		
7.	Examination couch: 2 piece(Head can be raised)	Each		
8.	Examination couch: folded, portable	Each		
9.	Floor scrubber (polisher–buffer machine)	Each		
10.	Wet Floor Sign	Each		
11.	Buckets (Heavy duty-plastic) colour yellow, 12.5 liters	Each		
12.	Buckets (Heavy duty-plastic) colour red, 12.5 litres	Each		

13.	Buckets (Heavy duty-plastic) colour blue, 12.5 liters	Each		
14.	Buckets (Heavy duty-plastic) colour green, 12.5 liters	Each		
15.	Foot stool, 2-step.	Each		
16.	Room thermometers Max/Min with humidity meter	Each		
17.	Mop and bucket system red and blue buckets with wringer	Each		
18.	Steel Cabinet: scheduled drugs, wall-mounted	Each		
19.	Steel Cabinet: keys	Each		
20.	Anaesthetist Stool: height-adjustable, with backrest	Each		
21.	Steriliser: Instruments, desktop	Each		
22.	Trolley: emergency with drawers	Each		
23.	Trolley, medicine	Each		
24.	Trolley: for Oxygen cylinder 10.2kg	Each		
25.	Trolley: medical dressing, large	Each		
26.	Trolley: medical dressing, medium	Each		
27.	Trolley: medical dressing, small	Each		
28.	Trolley soiled linen	Each		
29.	Trolley; Janitor	Each		
30.	Weight 2000 grams non-magnetic stainless steel or chrome	Each		
31.	Wheelchair: Basic folding-frame standard back	Each		
32.	X-Ray viewing box	Each		

Basket 18

1	Lin bin: clear size 30cm long -24cm in height	Each		Tenderers must submit rates for all items in this basket to be considered responsive for Basket 18
2	Lin bin: clear size 30cm long -25 in height	Each		
3	Lin bin bracket	Each		

Basket 19

1	Bucket for kick-about	Each		Tenderers must submit rates for all items in this basket to be considered responsive for Basket 19
2	Kick-about	Each		

CATEGORY 6: LINEN**Local Content applicable for this category**

1	Examination curtains room: Size 135cm x 250 cm	Each		
2	Examination couch sheet: Disposable fabric; non-woven 90cm wide x 200mm long	Each		
3	Examination couch; fitted sheet: washable polycotton fabric - in plain colours, size 205cm x 90cm with elasticated corners	Each		
4	Durable, disposable patient gown - one fits all	Each		
5	Durable, washable patient gown Poly cotton fabric - in plain colours: Medium	Each		
6	Durable, washable patient gown Poly cotton fabric - in plain colours: Large	Each		
7	Durable, washable patient gown Poly cotton fabric - in plain colours: X-Large	Each		

8	Durable, washable Poly cotton fabric - in plain colours Pillow cases Standard Size 45cm x 70cm	Each		
9	Pillows (Hypoallergenic) standard size covered with waterproof material	Each		
10	Flat Sheet (size: 200cm X 91cm)	Each		
11	Drawer sheet (100mmx 180mm	Each		

INITIALS OF CITY OFFICIALS		
1	2	3

(6) SUPPORTING SCHEDULES**Schedule 1: Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums**

This schedule is to be completed if the tender is submitted by a partnership/joint venture/ consortium.

1. We, the undersigned, are submitting this tender offer as a partnership/ joint venture/ consortium and hereby authorize Mr/Ms _____, of the authorised entity _____, acting in the capacity of Lead Partner, to sign all documents in connection with the tender offer and any contract resulting from it on the partnership/joint venture/ consortium's behalf.
2. By signing this schedule the partners to the partnership/joint venture/ consortium:
 - 2.1 warrant that the tender submitted is in accordance with the main business and objectives of the partnership/joint venture/ consortium;
 - 2.2 agree that the CCT shall make all payments in terms of this Contract into the following bank account of the Lead Partner:
 Account Holder: _____
 Financial Institution: _____
 Branch Code: _____
 Account No.: _____
 - 2.3 agree that in the event that there is a change in the partnership/ joint venture/ consortium and/or should a dispute arise between the partnership/joint venture/ consortium partners, that the CCT shall continue to make any/all payments due and payable in terms of the Contract into the aforesaid bank account until such time as the CCT is presented with a Court Order or an original agreement (signed by each and every partner of the partnership/joint venture/ consortium) notifying the CCT of the details of the new bank account into which it is required to make payment.
 - 2.4 agree that they shall be jointly and severally liable to the CCT for the due and proper fulfilment by the successful tenderer/supplier of its obligations in terms of the Contract as well as any damages suffered by the CCT as a result of breach by the successful tenderer/supplier. The partnership/joint venture/ consortium partners hereby renounce the benefits of excussion and division.

SIGNED BY THE PARTNERS OF THE PARTNERSHIP/ JOINT VENTURE/ CONSORTIUM		
NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....

Note: A copy of the Joint Venture Agreement shall be appended to List of other documents attached by tenderer schedule.

Schedule 2: Declaration for Procurement above R10 million

If the value of the transaction is expected to exceed R10 million (VAT included) the tenderer shall complete the following questionnaire, attach the necessary documents and sign this schedule:

1. Are you by law required to prepare annual financial statements for auditing ? (Please mark with X)

YES		NO	
-----	--	----	--

1.1 If YES, submit audited annual financial statements:

- (i) for the past three years, or
(ii) since the date of establishment of the tenderer (if established during the past three years)

By attaching such audited financial statements to **List of other documents attached by tenderer** schedule.

2. Do you have any outstanding undisputed commitments for municipal services towards the CCT or other municipality in respect of which payment is overdue for more than 30 (thirty) days? (Please mark with X)

YES		NO	
-----	--	----	--

2.1 If NO, this serves to certify that the tenderer has no undisputed commitments for municipal services towards any municipality for more than three (3) (three) months in respect of which payment is overdue for more than 30 (thirty) days.

2.2 If YES, provide particulars:

3. Has any contract been awarded to you by an organ of state during the past five (5) years? (Please mark with X)

YES		NO	
-----	--	----	--

3.1 If YES, insert particulars in the table below including particulars of any material non-compliance or dispute concerning the execution of such contract. Alternatively attach the particulars to **List of other documents attached by tenderer** schedule in the same format as the table below:

Organ of State	Contract Description	Contract Period	Non-compliance/dispute (if any)

4. Will any portion of the goods or services be sourced from outside the Republic, and if so, what portion and whether any portion of payment from the CCT is expected to be transferred out of the Republic? (Please mark with X)

YES		NO	
-----	--	----	--

4.1 If YES, furnish particulars below

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the employer of any other remedies available to it.

 Signature
 Print name:
 On behalf of the tenderer (duly authorised)

 Date

Schedule 3: Preference Schedule

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2

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

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black

Economic Empowerment Act;

- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“price”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT – NOT APPLICABLE

4.3 POINTS AWARDED FOR PRICE

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

80/20

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

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

- 5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 7.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

8. SUB-CONTRACTING

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

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 8.1.1 If yes, indicate:

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

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

9. **DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in

paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES 1. 2.
--

..... SIGNATURE(S) OF BIDDERS(S)
DATE: ADDRESS

For official use.		
SIGNATURE OF CITY OFFICIALS AT TENDER OPENING		
1.	2.	3.

Schedule 4: Declaration of Interest – State Employees (MBD 4 amended)

1. No bid will be accepted from:
 - 1.1 persons in the service of the state¹, or
 - 1.2 if the person is not a natural person, of which any director, manager or principal shareholder or stakeholder is in the service of the state, or
 - 1.3 from persons, or entities of which any director, manager or principal shareholder or stakeholder, has been in the service of the City of Cape Town during the twelve months after the City employee has left the employ of the City, or
 - 1.4 from an entity who has employed a former City employee who was at a level of T14 or higher at the time of leaving the City's employ and involved in any of the City's bid committees for the bid submitted, if:
 - 1.4.1 the City employee left the City's employment voluntarily, during a period of 12 months after the City employee has left the employ of the City;
 - 1.4.2 the City employee left the City's employment whilst facing disciplinary action by the City, during a period of 24 months after the City employee has left the employ of the City, or any other period prescribed by applicable legislative provisions, after having left the City's employ.
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 tenderer 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 tenderer or his or her representative:.....
 - 3.2 Identity Number:.....
 - 3.3 Position occupied in the Company (director, trustee, shareholder²):.....
 - 3.4 Company or Close Corporation 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
 - 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 tenderer 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

3.15 Have you, or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company been in the service of the City of Cape Town in the past twelve months? **YES / NO**

3.15.1 If yes, furnish particulars

3.16 Do you have any employees who was in the service of the City of Cape Town at a level of T14 or higher at the time they left the employ of the City, and who was involved in any of the City's bid committees for this bid? **YES / NO**

3.16.1 If yes, furnish particulars

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

Full Name	Identity Number	State Employee Number

If the above table does not sufficient to provide the details of all directors / trustees / shareholders, please append full details to the tender submission.

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the employer of any other remedies available to it.

Signature
Print name:
On behalf of the tenderer (duly authorised)

Date

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) an executive 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.**

Schedule 5: Conflict of Interest Declaration

1. The tenderer shall declare whether it has any conflict of interest in the transaction for which the tender is submitted. (Please mark with X)

YES		NO	
-----	--	----	--

- 1.1 If yes, the tenderer is required to set out the particulars in the table below:

2. The tenderer shall declare whether it has directly or through a representative or intermediary promised, offered or granted:

- 2.1 any inducement or reward to the CCT for or in connection with the award of this contract; or
- 2.2 any reward, gift, favour or hospitality to any official or any other role player involved in the implementation of the supply chain management policy. (Please mark with X)

YES		NO	
-----	--	----	--

If yes, the tenderer is required to set out the particulars in the table below:

Should the tenderer be aware of any corrupt or fraudulent transactions relating to the procurement process of the City of Cape Town, please contact the following:

the City's anti-corruption hotline at 0800 32 31 30 (toll free)

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the employer of any other remedies available to it.

Signature
Print name:
On behalf of the tenderer (duly authorised)

Date

Schedule 6: Declaration of Tenderer's Past Supply Chain Management Practices (MBD 8)

Where the entity tendering is a partnership/joint venture/consortium, each party to the partnership/joint venture/consortium must sign a declaration in terms of the Municipal Finance Management Act, Act 56 of 2003, and attach it to this schedule.

- 1 The tender offer of any tenderer may be rejected if that tenderer or any of its directors/members have:**
- a) abused the municipality's / municipal entity's supply chain management system or committed any fraudulent 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) or Database of Restricted Suppliers.
- 2 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
2.1	Is the tenderer or any of its directors/members 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 ☐	No ☐
2.1.1	If so, furnish particulars:		
2.2	Is the tenderer or any of its directors/members 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) or Database of Restricted Suppliers? 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 ☐	No ☐
2.2.1	If so, furnish particulars:		
2.3	Was the tenderer or any of its directors/members 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 ☐	No ☐

2.3.1	If so, furnish particulars:		
Item	Question	Yes	No
2.4	Does the tenderer 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 ☐	No ☐
2.4.1	If so, furnish particulars:		
2.5	Was any contract between the tenderer 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 ☐	No ☐
2.7.1	If so, furnish particulars:		

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, , restriction of the tenderer or the exercise by the employer of any other remedies available to it.

 Signature
 Print name:
 On behalf of the tenderer (duly authorised)

 Date

Schedule 7: Authorisation for the Deduction of Outstanding Amounts Owed to the City of Cape Town

To: THE CITY MANAGER, CITY OF CAPE TOWN

From: _____
(Name of tenderer)

RE: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CITY OF CAPE TOWN

The tenderer:

- a) hereby acknowledges that according to SCM Regulation 38(1)(d)(i) the City Manager may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the tenderer (or any of its directors/members/partners) to the CCT, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months; and
- b) therefore hereby agrees and authorises the CCT to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the tenderer; and
- c) confirms the information as set out in the tables below for the purpose of giving effect to b) above;
- d) The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the employer of any other remedies available to it.

Physical Business address(es) of the tenderer	Municipal Account number(s)

If there is not enough space for all the names, please attach the information to **List of other documents attached by tenderer** schedule in the same format:

Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)

Signature
Print name:
On behalf of the tenderer (duly authorised)

Date

Schedule 8: Contract Price Adjustment and/or Rate of Exchange Variation

8. Pricing Instructions:

8.1 The Contract Price Adjustment mechanism and/or provisions relating to Rate of Exchange Variation, contained in this schedule is compulsory and binding on all tenderers.

8.2 Failure to complete this schedule or any part thereof may result in the tender offer being declared non-responsive.

8.3 Tenderers are not permitted to amend, vary, alter or delete this schedule or any part thereof unless otherwise stated in this schedule, failing which the tender offer shall be declared nonresponsive.

8.4 Tenderers are not permitted to offer firm prices except as provided for in the Price Schedule, and if the tenderer offers firm prices in contravention of this clause the tender offer shall be declared non-responsive.

8.5 All requests for variation in the Contract price shall be submitted in writing as follows:

- ☐ By email to: CPA.Request@capetown.gov.za

Prior to the date upon which the price adjustment would become effective.

8.6 When submitting a claim for contract price adjustment the Contractor shall indicate the actual amount claimed for each item. A mere notification of a claim for contract price adjustment without stating the new price claimed for each item shall, for the purpose of this clause, not be regarded as a valid claim.

SECTION APPLICABLE	METHODOLOGY	TENDER TO INDICATE WITH A CROSS (X) WHICH METHODOLOGY IS APPLICABLE TO THEIR OFFER
A	Supplier / Manufacturer Price List Variations (Items 1 and 2)	
B	Consumer Price Index (Item 3)	
C	Rate of Exchange	

SECTION A: TENDERERS WHO ARE NOT THE MANUFACTURER

8.7 If the contract is subject to variation based on **SUPPLIER/MANUFACTURER PRICE LIST VARIATIONS**, the following will be applicable:

- The requested information below must be provided for all items tendered on.
- Copies of price lists on which tender prices are based must be enclosed for all items.
- The items referenced to the Pricing Schedule must be clearly identified on the price list.
- Tenderers will be entitled to claim only the difference between the cost of the product at the time of tendering and the new cost. Documentation together with detailed calculations to this effect must be submitted with the request.

8.8 Tenderers must supply the following documentation when applying for a price variation:

1. The price list that the tender was based upon **clearly indicating the item numbered according to the tender pricing schedule**.
2. The new price list **clearly indicating the item according to the tender pricing schedule** from the same supplier/manufacturer from date of tender
3. **Detailed calculations** indicating how the “new” price is established
4. Covering letter on a letterhead from contractor requesting the variation.
1. All documentation to be signed by relevant parties **prior** to the date upon which the price variation would become effective.
2. The effective date of any price increases granted will be at the date when all the above mentioned documentation is submitted.
3. In instances where the contractors price claimed is less than entitled, the lesser price will be accepted.
4. Orders placed prior to the effective date will not be allowed to be varied.
5. Only the difference in cost will be allowed to be varied and under no circumstances may the contractor increase their profit margin.
6. In the event of a contractor changing their supplier/manufacturer during the tenure of the contract, any request for price variations will not be considered unless the contractor obtains prior approval from the City.

8.9 Process that will be followed:

1. Contractor submits all the documentation indicated above **prior** to the effective date of the variation.
2. The City will consider the variation and based on the documentary evidence, the City may approve the variation.
3. Letters authorising the price variation will be communicated to the contractor.
4. All purchase orders from the effective date will be generated at the approved contract price.

8.10 Tenderers are required to complete below:

The tender price shall be subject to adjustment based on Supplier's/Manufacturer's Price Lists.

Supplier/Manufacturer _____

Date of Price List/Quotation upon which tender is based _____

Price List/Quotation Reference Number _____

SECTION B Contract Price Adjustment:

The Contract Price, as per General Conditions of Contract, shall remain **Firm** for the first 12 months (from date of closing of tender) and no claims for contract price adjustment will be considered for the first 12 months of the contract period subject to the provisions in the price schedule

8.10.1 Subject to 8.6 above, Contract Price Adjustment will be applicable as from commencement of the 13th month of the contract period. Tenderers shall be entitled to claim contract price adjustment as follows:

☐ **90%** of the tendered price will be subject to adjustment **annually** based on the average Consumer Price Index (CPI) as follows:

From start of 13th month to the end of the 24th month. Subject to contract price adjustment in accordance with the Contract Price Index (P0141 – Table B). Base Month for

the price adjustment shall be two (2) calendar months prior to the date of closing of tender.
The end month shall be two (2) calendar months prior 12 month.

From start of 25th month to the end of the contract. Subject to contract price adjustment in accordance with the **Contract Price Index (P0141 – Table B). Base Month** for the price adjustment shall be two (2) calendar months prior to the 12th month. The **end month** shall be two (2) calendar months prior to the 24th month.

The **average CPI** calculated, the base month to the end month (both included) divided by the number of months.

The claim will be based on the average between the 'base month' and the 'end month' eg:
 $7+6+9+6 = 28$ ($28/4$ months) = 7 therefore the claim will be 7%.

□ **10%** of the rate will remain fixed.

SECTION C Rate of Exchange Variations (section c below)

RATE OF EXCHANGE VARIATIONS

If the Contract price is subject to variations in **RATE OF EXCHANGE**, the tender SHALL complete the Table below, failing which no claim for contract price adjustment on the basis of rate of exchange variations will be granted. Only Contractors that are directly importing the goods may claim rate of exchange variations. Contractors must take out Forward Cover on each purchase order.

Process to be followed when purchasing Forward Cover:

- The company will request a quotation for Forward Cover from their Bank within 7 days from receipt of the purchase order. The quotation will be based on the date of purchase order and estimated date of entry into South Africa.
- Upon receipt of the quotation for Forward Cover from the bank, the supplier needs to forward the quote within **30 minutes** of receiving it from their banker to the CPA unit (e-mail address CPA.Request@capetown.gov.za and Contract Manager (William.Olivier@capetown.gov.za). This is to ensure that the time difference from **generation** of the quotation for Forward Cover to finalising the Forward Cover with the Bank is kept to a minimum due to the change in the **exchange rate throughout the day**.
-
- The CPA unit will forward the quotation to the City of Cape Town's Treasury Department immediately for their consideration and approval. The cut-off time for receipt of quotations for Forward Cover will be **14h00**. It must be **noted** that if this deadline will not be achieved, it recommended that the quotation process be undertaken on the following day.
-
- Once the Forward Cover rate has been approved by Treasury, the service provider will then finalise the Forward Cover with their Bank at the approved rate by Treasury for that Purchase Order.

On delivery of the product, the Contractor must submit the following documentation:

- The Bill of Lading/Waybill/Customs Invoice (clearly indicating the items as identified on the purchase order).
- Calculations detailing the difference in the rate of exchange based on the Forward cover obtained for the applicable purchase order and the date of tender. This must be submitted with a covering letter.

RATE OF EXCHANGE VARIATIONS - FOR TENDERERS WHO ARE DIRECTLY IMPORTING THE PRODUCTS

Exchange Rate on which tender is based: _____ 1 = SA Rand _____

Name of Bank: _____ Date of quoted rate of exchange: _____

The end date applicable for variation will be the Bill of Lading/Waybill/Customs Invoice.

Tenderer to indicate which documentation (Bill of Lading/Waybill/Customs Invoice) will be applicable:

If any other documentation other than these are applicable, the tenderer must clearly indicate so above.

Item No.	Amount and denomination of foreign currency required (1)	Rate of exchange as at 14 days prior to date of tender (2)	Equivalent in Rand of foreign currency content (columns 1&2) (3)	Amount of South African Content (4)	Total amount (equivalent in Rand of columns 3+4) (Excl. VAT) (5)
1					
2					
3					
4					

Schedule 9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender number **239G/2021/22 supply and delivery of medical oxygen to the City of Cape Town facilities** in response to the tender invitation made by THE CITY OF CAPE TOWN, do hereby make the following statements, which I certify to be true and complete in every respect:

I certify, on behalf of : _____ (Name of tenderer)

That:

1. I have read and I understand the contents of this Certificate;
2. I understand that this tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorised by the tenderer to sign this Certificate, and to submit this tender, on behalf of the tenderer;
4. Each person whose signature appears on this tender has been authorised by the tenderer to determine the terms of, and to sign, the tender on behalf of the tenderer;
5. For the purposes of this Certificate and this tender, I understand that the word 'competitor' shall include any individual or organisation other than the tenderer, whether or not affiliated with the tenderer, who:
 - (a) has been requested to submit a tender in response to this tender invitation;
 - (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.
6. The tenderer has arrived at this tender independently from and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium¹ will not be construed as collusive price quoting.
7. In particular, without limiting the generality of paragraphs 5 and 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 tender;
 - (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - (f) tendering with the intention not to win the contract.
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 tender invitation relates.
9. The terms of this tender have not been and will not be disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act, Act 89 of 1998, and/or may be reported to the National Prosecuting Authority (NPA) for criminal investigation, and/or may be restricted from conducting business with the public sector for a period not exceeding 10 (ten) years in terms of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, or any other applicable legislation.

Signature

Date

Name (PRINT)

(For and on behalf of the Tenderer (duly authorised))

¹ Consortium: 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.)

Schedule 10A: Local Content Declaration / Annexure C

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

Preamble

This declaration is based on and replaces Municipal Bid Document 6.2 (MBD 6.2).

The amendments made to the MBD 6.2 document have been necessary to clarify this standard document as it relates to local production and content in the Electrical and Telecom Cable sector.

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

Documents listed herein are downloadable from the dti's official website, <http://www.thedti.gov.za>.

This schedule must be completed by tenderers and returned with their tender at the closing date and time for this tender.

1. General Conditions

- 1.1 Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.
- 1.2 Regulation 8(2) prescribes that in the case of designated sectors, organs of state must advertise such bids with the specific bidding condition that only locally produced goods with a stipulated minimum threshold for local production and content will be considered.
- 1.3 Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4 A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5 The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by Nedbank at close of business on the date of advertisement of the bid as required in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

- 1.6 A bid may be disqualified/declared non-responsive if this Declaration Certificate and Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation.

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (Cont'd)

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Description of services, works or goods Stipulated minimum threshold

Textiles, Clothing, Leather and Footwear sector **100%**

3. Does any portion of the services, works or goods offered for Items as detailed in Annexure C have any imported content?

(Tick applicable box)

YES		NO	
-----	--	----	--

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the above General Conditions must be the rate(s) published by Nedbank at close of business on the date of advertisement of the bid.

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Tenderers must submit proof of the Nedbank rate(s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the CCT provide directives in this regard.

**DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS
(Cont'd)(AS PER ANNEX B OF SATS 1286:2011)**

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),

do hereby declare, in my capacity as

of(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011;
- (c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 2 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE:

DATE: _____

WITNESS No. 1

DATE: _____

WITNESS No. 2

DATE: _____

Annex C

Local Content Declaration - Summary Schedule

(C1)	Tender No.	239G/2021/22				
(C2)	Tender description:	SUPPLY AND DELIVERY OF VARIOUS MEDICAL EQUIPMENT, CONSUMABLES AND ACCESSORIES FOR THE CITY OF CAPE TOWN MUNICIPALITY				
(C3)	Designated product(s)	TEXTILES, CLOTHING, LEATHER AND FOOTWEAR SECTOR				
(C4)	Tender Authority:	CITY OF CAPE TOWN				
(C5)	Tenderer Entity name:					
(C6)	Tender Exchange Rate:	PULA		EU		GBP
(C7)	Specified local content %	100				

Note: VAT to be excluded from all calculations

Calculation of local content

Tender item no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
1	Examination curtains room: Size 135cm x 250 cm						
2	Examination couch sheet: Disposable fabric; non-woven						

Tender summary

Anticipated Annual Tender Qty (m)	Total Tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

Calculation of local content

Tender item no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
	90cm wide x 200mm long						
3	Examination couch; fitted sheet: washable polycotton fabric - in plain colours, size 205cm x 90cm with elasticated corners						
4	Durable, disposable patient gown - one fits all						
5 a	Durable, washable patient gown Poly cotton fabric - in plain colours: Medium						
5 b	Durable, washable patient gown Poly cotton fabric - in plain colours: Large						
5 c	Durable, washable patient gown Poly cotton fabric - in plain colours: X-Large						
6	Durable, washable Poly cotton fabric - in plain colours Pillow cases Standard Size 45cm x 70cm						
7	Pillows (Hypoallergenic) standard size covered with waterproof material						
8	Flat Sheet (size: 200cm X						

Tender summary

Anticipated Annual Tender Qty (m)	Total Tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

Calculation of local content

Tender item no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
	91cm)						
9	Draw sheet: 100% Cotton sheeting; 100cm X 180 cm in white						

Tender summary

Anticipated Annual Tender Qty (m)	Total Tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

(C20) Total tender value

R

(C21) Total Exempt imported content

R

(C22) Total tender value net of exempt imported content

R

(C23) Total Imported content

R

(C24) Total local content

R

(C25) Average local content % of tender

Signature of tenderer from Annex B

Date:

Schedule 10B: Local Content Declaration / Annexure C

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

Preamble

This declaration is based on and replaces Municipal Bid Document 6.2 (MBD 6.2).

The amendments made to the MBD 6.2 document have been necessary to clarify this standard document as it relates to local production and content in the Electrical and Telecom Cable sector.

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

Documents listed herein are downloadable from the dti's official website, <http://www.thedti.gov.za>.

This schedule must be completed by tenderers and returned with their tender at the closing date and time for this tender.

2. General Conditions

- 1.7 Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.
- 1.8 Regulation 8(2) prescribes that in the case of designated sectors, organs of state must advertise such bids with the specific bidding condition that only locally produced goods with a stipulated minimum threshold for local production and content will be considered.
- 1.9 Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.10A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.11The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by Nedbank at close of business on the date of advertisement of the bid as required in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

- 1.12A bid may be disqualified/declared non-responsive if this Declaration Certificate and Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation.

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (Cont'd)

5. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Description of services, works or goods

Stipulated minimum threshold

Steel Products and Components for Construction

100%

6. Does any portion of the services, works or goods offered for Items as detailed in Annexure C have any imported content?

(Tick applicable box)

YES		NO	
-----	--	----	--

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the above General Conditions must be the rate(s) published by Nedbank at close of business on the date of advertisement of the bid.

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Tenderers must submit proof of the Nedbank rate(s) of exchange used.

7. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the CCT provide directives in this regard.

**DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS
(Cont'd)(AS PER ANNEX B OF SATS 1286:2011)**

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):

NB

- 3 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 4 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),

do hereby declare, in my capacity as

of(name of bidder entity), the following:

- (f) The facts contained herein are within my own personal knowledge.
- (g) I have satisfied myself that:
 - (ii) the goods to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011;
- (h) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 2 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- (i) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (j) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE:

DATE: _____

WITNESS No. 1

DATE: _____

WITNESS No. 2

DATE: _____

Annex C

Local Content Declaration - Summary Schedule

(C1)	Tender No.	239G/2021/22					
(C2)	Tender description:	SUPPLY AND DELIVERY OF VARIOUS MEDICAL EQUIPMENT, CONSUMABLES AND ACCESSORIES FOR THE CITY OF CAPE TOWN MUNICIPALITY					
(C3)	Designated product(s)	STEEL PRODUCTS AND COMPONENTS FOR CONSTRUCTION					
(C4)	Tender Authority:	CITY OF CAPE TOWN					
(C5)	Tenderer Entity name:						
(C6)	Tender Exchange Rate:	Pula		EU		GBP	
(C7)	Specified local content %	100					

Note: VAT to be excluded from all calculations

		Calculation of local content					
Tender item no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value of net exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
18 – Cat 5	Steel Cabinet: scheduled drugs, wall-mounted						
19 – Cat 5	Steel Cabinet: keys						
24 – Cat 5	Trolley: for Oxygen cylinder						

Tender summary			
Anticipated Annual Tender Qty (m)	Total Tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

TENDER NO:

Calculation of local content

Tender item no's	List of items	Tender price per UoM (excl VAT)	Exempted imported value	Tender value of net exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
	10.2kg						
31 – Cat 5	Wheelchair: Basic folding-frame standard back						

Tender summary

Anticipated Annual Tender Qty (m)	Total Tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

(C20) Total tender value

R

(C21) Total Exempt imported content

R

(C22) Total tender value net of exempt imported content

R

(C23) Total Imported content

R

(C24) Total local content

R

(C25) Average local content % of tender

Signature of tenderer from Annex B

Date:

Schedule 11: Price Basis for Imported Resources
--

Not used

Schedule 12: Schedule of Pre-Qualification Criteria Sub-Contractors

Not Used

Schedule 13: List of other documents attached by tenderer
--

The tenderer has attached to this schedule, the following additional documentation:

	Date of Document	Title of Document or Description (refer to clauses / schedules of this tender document where applicable)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		

Attach additional pages if more space is required.

 Signature
 Print name:
 On behalf of the tenderer (duly authorised)

 Date

Schedule 14: Record of Addenda to Tender Documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER:

Schedule 15: Information to be provided with the tender
--

The evaluation of the tender, to ensure compliance to the technical specification listed under Part 13, Specifications of this document, **will require that tenderers submit Brochures / Technical specification documentation for each item tendered for which must include detailed specifications, pictures/photos that it can be established whether the specifications of the products offered, complies to specifications in this tender document.**

Brochures must be clearly marked with the category / item no which must correspond to the item no in part 5, Pricing Schedule

The City reserves the right to request full colour brochures for evaluation purposes. Should these brochures not be submitted within the requested specified time, the tenderer will be deemed non responsive for those items.

SIGNED ON BEHALF OF TENDERER:

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
SUPPLY CHAIN MANAGEMENT			
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 8	Page 74 of 148

TENDER NO:239G/2021/22

TENDER DESCRIPTION: SUPPLY AND DELIVERY OF VARIOUS MEDICAL EQUIPMENT, CONSUMABLES AND ACCESSORIES FOR THE CITY OF CAPE TOWN MUNICIPALITY

CONTRACT PERIOD: FROM DATE OF COMMENCEMENT UNTIL 30 JUNE 2025

VOLUME 3: CONTRACT

TENDERER	
NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual	
TRADING AS (if different from above)	

NATURE OF TENDER OFFER (please indicate below)	
Main Offer (see clause 2.2.11.1)	
Alternative Offer (see clause 2.2.11.1)	

VOLUME 3: DRAFT CONTRACT

(7) SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract, referring to the National Treasury – Conditions of Contract (revised July 2010), are applicable to this Contract:

1. Definitions

Delete Clause 1.15 and substitute with the following

- 1.15 The word 'Goods' is to be replaced everywhere it occurs in the GCC with the phrase 'Goods and / or Services' which means all of the equipment, machinery, materials, services, products, consumables, etc. that the supplier is required to deliver to the purchaser under the contract. This definition shall also be applicable, as the context requires, anywhere where the words "supplies" and "services" occurs in the GCC.

Delete Clause 1.19 and substitute with the following

- 1.19 The word 'Order' is to be replaced everywhere it occurs in the GCC with the words 'Purchase Order' which means the official purchase order authorised and released on the purchaser's SAP System

Delete Clause 1.21 and substitute with the following:

- 1.21 'Purchaser' means the **City of Cape Town**. The address of the Purchaser is **12 Hertzog Boulevard, Cape Town, 8001**.

Add the following after Clause 1.25:

- 1.26 'Supplier' means any provider of goods and / or services with whom the contract is concluded
- 1.27 "Intellectual Property" means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, copyright and rights in the nature of copyright, design rights, rights in databases, know-how, trade secrets and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites

3. General Obligations

Delete Clause 3.2 in its entirety and replace with the following clauses.

- 3.2 The parties will be liable to each other arising out of or in connection with any breach of the obligations detailed or implied in this contract, subject to clause 28.
- 3.3 All parties in a joint venture or consortium shall be jointly and severally liable to the purchaser in terms of this contract and shall carry individually the minimum levels of insurance stated in the contract, if any.
- 3.4 The parties shall comply with all laws, regulations and bylaws of local or other authorities having jurisdiction regarding the delivery of the goods and give all notices and pay all charges required by such authorities.
- 3.4.1 The parties agree that this contract shall also be subject to the CCT's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised, **save that if the Employer adopts a new SCM Policy which contemplates that any clause therein would apply to the contract emanating from this tender, such clause shall also be applicable to that contract.** Please refer to this document contained on the CCT's website.

3.4.2 Abuse of the supply chain management system is not permitted and may result in cancellation of the contract, restriction of the supplier, and/or the exercise by the City of any other remedies available to it as described in the SCM Policy.

3.5 The **supplier** shall:

3.5.1 Arrange for the documents listed below to be provided to the Purchaser prior to the issuing of the order:

- a) Proof of Insurance (Refer to Clause 11) or Insurance Broker's Warrantee
- b) Letter of good standing from the Compensation Commissioner, or a licensed compensation insurer (Refer to Clause 11)
- c) Initial delivery programme
- d) Other requirements as detailed in the tender documents

3.5.2 Only when notified of the acceptance of the bid by the issuing of the order, the supplier shall commence with and carry out the delivery of the goods in accordance with the contract, to the satisfaction, of the purchaser

3.5.3 Provide all of the necessary materials, labour, plant and equipment required for the delivery of the goods including any temporary services that may be required

3.5.4 Insure his workmen and employees against death or injury arising out of the delivery of the goods

3.5.5 Be continuously represented during the delivery of the goods by a competent representative duly authorised to execute instructions;

3.5.6 In the event of a loss resulting in a claim against the insurance policies stated in clause 11, pay the first amount (excess) as required by the insurance policy

3.5.7 Comply with all written instructions from the purchaser subject to clause 18

3.5.8 Complete and deliver the goods within the period stated in clause 10, or any extensions thereof in terms of clause 21

3.5.9 Make good at his own expense all incomplete and defective goods during the warranty period

3.5.10 Pay to the purchaser any penalty for delay as due on demand by the purchaser. The supplier hereby consents to such amounts being deducted from any payment to the supplier.

3.5.11 Comply with the provisions of the OHAS Act & all relevant regulations.

3.5.12 Comply with all laws relating to wages and conditions generally governing the employment of labour in the Cape Town area and any applicable Bargaining Council agreements.

3.5.13 Deliver the goods in accordance with the contract and with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.

3.6 The **purchaser** shall:

3.6.1 Issue orders for the goods required under this Contract. No liability for payment will ensue for any work done if an official purchase order has not been issued to the supplier.

3.6.2 Make payment to the **supplier** for the goods as set out herein.

3.6.3 Take possession of the goods upon delivery by the supplier.

3.6.4 Regularly inspect the goods to establish that it is being delivered in compliance with the contract.

3.6.5 Give any instructions and/or explanations and/or variations to the supplier including any relevant advice to assist the supplier to understand the contract documents.

3.6.6 Grant or refuse any extension of time requested by the supplier to the period stated in clause 10.

- 3.6.7 Inspect the goods to determine if, in the opinion of the purchaser, it has been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose for which it was intended.
- 3.6.8 Brief the supplier and issue all documents, information, etc. in accordance with the contract.

5. Use of contract documents and information; inspection, copyright, confidentiality, etc.

Add the following after clause 5.4:

- 5.5 Copyright of all documents prepared by the supplier in accordance with the relevant provisions of the copyright Act (Act 98 of 1978) relating to contract shall be vested in the purchaser. Where copyright is vested in the supplier, the purchaser shall be entitled to use the documents or copy them only for the purposes for which they are intended in regard to the contract and need not obtain the supplier's permission to copy for such use. Where copyright is vested in the purchaser, the supplier shall not be liable in any way for the use of any of the information other than as originally intended for the contract and the purchaser hereby indemnifies the supplier against any claim which may be made against him by any party arising from the use of such documentation for other purposes.

The ownership of data and factual information collected by the supplier and paid for by the purchaser shall, after payment, vest with the purchaser

- 5.6 **Publicity and publication**
The supplier shall not release public or media statements or publish material related to the services or contract within two (2) years of completion of the services without the written approval of the purchaser, which approval shall not be unreasonably withheld.
- 5.7 **Confidentiality**
Both parties shall keep all information obtained by them in the context of the contract confidential and shall not divulge it without the written approval of the other party.
- 5.8 **Intellectual Property**
- 5.8.1 The supplier acknowledges that it shall not acquire any right, title or interest in or to the Intellectual Property of the Employer.
- 5.8.2 The supplier hereby assigns to the Employer, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the contract, unless the Parties expressly agree otherwise in writing.
- 5.8.3 The supplier shall, and warrants that it shall:
- 5.8.3.1 not be entitled to use the Employer's Intellectual Property for any purpose other than as contemplated in this contract;
- 5.8.3.2 not modify, add to, change or alter the Employer's Intellectual Property, or any information or data related thereto, nor may the supplier produce any product as a result of, including and/or arising from any such information, data and Intellectual Property, and in the event that it does produce any such product, the product shall be, and be deemed in law to be, owned by the Employer;
- 5.8.3.3 not apply for or obtain registration of any domain name, trademark or design which is similar to any Intellectual Property of the Employer;
- 5.8.3.4 comply with all reasonable directions or instructions given to it by the Employer in relation to the form and manner of use of the Employer Intellectual Property, including without limitation, any brand guidelines which the Employer may provide to the supplier from time to time;
- 5.8.3.5 procure that its employees, directors, members and contractors comply strictly with the provisions of clauses 5.8.3.1 to 5.8.3.3 above;

unless the Employer expressly agrees thereto in writing after obtaining due internal authority.

- 5.8.4 The supplier represents and warrants to the Employer that, in providing goods, services or both, as the case may be, for the duration of the contract, it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Employer from any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the supplier of any third party's Intellectual Property rights.
- 5.8.5 In the event that the contract is cancelled, terminated, ended or is declared void, any and all of the Employer's Intellectual Property, and any and all information and data related thereto, shall be immediately handed over to the Employer by the supplier and no copies thereof shall be retained by the supplier unless the Employer expressly and in writing, after obtaining due internal authority, agrees otherwise.

7. Performance Security

Delete clause 7.1 and replace with the following:

'Not Applicable. Tenderers must disregard **Form of Guarantee / Performance Security** and are not required to complete same.

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

- 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 purchaser or an organisation acting on behalf of the purchaser.

10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The time for delivery of the goods shall be the date as stated on the order. Orders for the supply and delivery of goods may be raised up until the expiry of a framework agreement bid, provided that the goods can be delivered within 30 days of expiry of the framework contract. All orders, other than for the supply and delivery of goods, must be completed prior to the expiry of the contract period.
- 10.2 The purchaser shall determine, in its sole discretion, whether the goods have been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose for which it was intended. When the purchaser determines that the goods have been satisfactorily delivered, the purchaser must issue an appropriate certification, or written approval, to that effect. Invoicing may only occur, and must be dated, on or after the date of acceptance of the goods.

11. Insurance

Add the following after clause 11.1:

- 11.2 Without limiting the obligations of the supplier in terms of this contract, the supplier shall effect and maintain the following additional insurances:
- a) Public liability insurances, in the name of the supplier, covering the supplier and the purchaser against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract, in an amount not less than **R20 million** for any single claim;
 - b) Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the supplier, comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity;
 - c) Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation

insurer, from either the bidder's broker or the insurance company itself (see **Proof of Insurance / Insurance Broker's Warranty** section in document for a pro forma version).

In the event of under insurance or the insurer's repudiation of any claim for whatever reason, the CCT will retain its right of recourse against the supplier.

- 11.3 The supplier shall be obliged to furnish the CCT with proof of such insurance as the CCT may require from time to time for the duration of this Contract. Evidence that the insurances have been effected in terms of this clause, shall be either in the form of an insurance broker's warranty worded precisely as per the pro forma version contained in the **Proof of Insurance / Insurance Broker's Warranty** section of the document or copies of the insurance policies.

15. Warranty

Add to Clause 15.2:

- 15.2 This warranty for this contract shall remain valid for **12 months** where possible after the goods have been delivered or as per the warranty applicable and as stated in the item specifications.

16. Payment

Delete Clause 16.1 in its entirety and replace with the following:

- 16.1 A monthly payment cycle will be the norm. All invoices which are dated on or before the 20th of a particular month will typically be paid between the 23rd and 26th of the following month. The supplier may submit a fully motivated application regarding more frequent payment to the Employer's Director: Expenditure for consideration. Requests for more frequent payments will be considered at the sole discretion of the Employer and is not a right in terms of this contract.

Delete Clause 16.2 in its entirety and replace with the following:

- 16.2 The supplier shall furnish the purchaser's Accounts Payable Department with an original tax invoice, clearly showing the amount due in respect of each and every claim for payment.

Add the following after clause 16.4

- 16.5 Notwithstanding any amount stated on the order, the supplier shall only be entitled to payment for goods actually delivered in terms of the Project Specification and Drawings, or any variations in accordance with clause 18. Any contingency sum included shall be for the sole use, and at the discretion, of the purchaser.

The CCT is not liable for payment of any invoice that pre-dates the date of delivery of the goods.

- 16.6 The purchaser will only make advanced payments to the supplier in strict compliance with the terms and details as contained on **Proforma Advanced Payment Guarantee** and only once the authenticity of such guarantee has been verified by the City's Treasury Department.

17. Prices

Add the following after clause 17.1

- 17.2 If as a result of an award of a contract beyond the original tender validity period, the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then the contract may be subject to contract price adjustment for that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the Director: Supply Chain Management if such was not included in the bid documents.

- 17.3 If as a result of any extension of time granted the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then contract price adjustment may apply to that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the Director: Supply Chain Management if such was not included in the bid documents.

17.4 The prices for the goods delivered and services performed shall be subject to contract price adjustment and the following conditions will be applicable:

- a) Item 1, 2 and 3: The Contract Price Adjustment mechanism and/ or provisions relating to Manufacturer's Price List/ Rate of Exchange Variation, contained in Schedule 8.
- b) Item 3: The prices will remain **FIXED AND FIRM** from all fluctuations for the first 12 months of the contract. Year 2 and Year 3: CPI as indicated in terms of the Special Conditions of Contract and **Schedule 8.**

Supplier / Manufacturer Price List Variations
Consumer Price Index
Rate of Exchange

17.5 If price adjustment for variations in the cost of plant and materials imported from outside of South Africa is provided for in the contract, such adjustment shall be based on the information contained on the schedule titled "**Price Basis for Imported Resources**" and as below. For the purposes of this clause the Rand value of imported Plant and Materials inserted on the schedule titled "**Price Basis for Imported Resources**" (column (F)) shall be the value in foreign currency (column (A)) converted to South African Rand (column (C)) by using the closing spot selling rate quoted by **CCT's** main banker, NEDBANK, on the Base Date (seven calendar days before tender closing date) rounded to the second decimal place (column(B)), to which shall be added any Customs Surcharge and Customs Duty applicable at that date (columns (D) and (E)).

17.5.1 Adjustment for variations in rates of exchange:

(a) The value in foreign currency inserted in column (A) shall be subject to clause (h) below when recalculating the Rand value.

(b) The rate of exchange inserted in column (B) shall be the closing spot selling rate quoted by Council's main banker, NEDBANK, on the Base Date, rounded to the second decimal place, subject to sub-paragraph (c) below.

(c) If the rate of exchange inserted by the Tenderer differs from the NEDBANK rate referred to above, then the NEDBANK rate shall apply and the Rand value in columns (C) and (F) shall be recalculated accordingly, without altering the price in the Price Schedule for the relevant items.

(d) If a tender from a supplier or sub-contractor provides for variations in rates of exchange, the Supplier may **only** claim for variations in rates of exchange if he binds the supplier or sub-contractor to the same provision to take out forward cover as described in sub-paragraph (e) below.

(e) The Supplier (or sub-contractor) shall within five working days from the date of placing a firm order on an overseas supplier, cover or recover forward by way of a contract with a bank which is an authorised foreign exchange dealer, the foreign exchange component of the cost of any imported Plant and Materials inserted by the Tenderer on the scheduled titled "**Price Basis for Imported Resources**".

(f) When the Supplier (or sub-contractor) so obtains forward cover, the Supplier shall immediately notify the CCT of the rate obtained and furnish the CCT with a copy of the foreign exchange contract note.

(g) Based on the evidence provided in sub-paragraph (f) above, the value in Rand inserted in column (C) of on the schedule titled "**Price Basis for Imported Resources**" shall be recalculated using the forward cover rate obtained, and any increase or decrease in the Rand value defined in this clause shall be adjusted accordingly, subject to sub-paragraph (h) below.

(h) The adjustments shall be calculated upon the value in foreign currency in the Supplier's (or sub-contractor's) **forward cover contract**, provided that, should this value exceed the value in foreign currency inserted in column (A) of on the schedule titled "**Price Basis for Imported Resources**", then the value in column (A) shall be used.

17.53.2 Adjustment for variations in customs surcharge and customs duty

(a) Any increase or decrease in the Rand value between the amounts of Customs Surcharge and Customs Duty inserted in on the schedule titled "**Price Basis for Imported Resources**" and those amounts actually

paid to the Customs and Excise Authorities, which are due to changes in the percentage rates applicable or to the foreign exchange rate used by the authorities, shall be adjusted accordingly.

(b) The Tenderer shall state the Customs Duty Tariff Reference applicable to each item and the Supplier shall advise the CCT's Agent of any changes which occur.

17.5.3 Adjustment for variation in labour and material Costs

If the prices for imported Plant and Materials are not fixed, the Supplier shall in his Tender specify the formula for calculating Contract Price Adjustments normally used in the country of manufacture and the indices and relative proportions of labour and material on which his Tender prices are based. Evidence of the indices applicable shall be provided with each claim. The indices applicable 42 days before contractual dispatch date from the factory will be used for the purposes of Contract Price Adjustment.

Failure to specify a formula in the Tender shall mean that the prices are fixed or shall be deemed to be fixed.

18. Contract Amendments

Delete the heading of clause 18 and replace with the following:

18. Contract Amendments and Variations

Add the following to clause 18.1:

Variations means changes to the goods, extension of the duration or expansion of the value of the contract that the purchaser issues to the supplier as instructions in writing, subject to prior approval by the purchaser's delegated authority. Should the supplier deliver any goods not described in a written instruction from the purchaser, such work will not become due and payable until amended order has been issued by the purchaser.

20. Subcontracts

Add the following after clause 20.1:

20.2 The supplier shall be liable for the acts, defaults and negligence of any subcontractor, his agents or employees as fully as if they were the acts, defaults or negligence of the supplier.

20.3 Any appointment of a subcontractor shall not amount to a contract between the CCT and the subcontractor, or a responsibility or liability on the part of the CCT to the subcontractor and shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

Delete Clause 21.2 in its entirety and replace with the following:

21.2 If at any time during the performance of the contract the supplier or its sub-contractors should encounter conditions beyond their reasonable control which impede the timely delivery of the goods, the supplier shall notify the purchaser in writing, within 7 Days of first having become aware of these conditions, of the facts of the delay, its cause(s) and its probable duration. As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation, and may at his discretion extend the time for delivery.

Where additional time is granted, the purchaser shall also determine whether or not the supplier is entitled to payment for additional costs in respect thereof. The principle to be applied in this regard is that where the purchaser or any of its agents are responsible for the delay, reasonable costs shall be paid. In respect of delays that were beyond the reasonable control of both the supplier and the purchaser, additional time only (no costs) will be granted.

The purchaser shall notify the supplier in writing of his decision(s) in the above regard.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of goods from a national department, provincial department, or a local authority.

22. Penalties

Delete clause 22.1 and replace with the following:

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods 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 as stated herein for each day of the delay until actual delivery or performance.

The penalty for this contract shall be **2.5%** of the Purchase Order value for each week of late delivery.

- 22.2 The purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, financial penalties as contained on the **Preference Schedule** relating to breaches of the conditions upon which preference points were awarded.

23. Termination for default

Delete the heading of clause 23 and replace with the following:

23. Termination

Add the following to the end of clause 23.1:

if the supplier fails to remedy the breach in terms of such notice

Add the following after clause 23.7:

- 23.8 In addition to the grounds for termination due to default by the supplier, the contract may also be terminated:
- 23.8.1 Upon the death of the supplier who was a Sole Proprietor, or a sole member of a Close Corporation, in which case the contract will terminate forthwith.
- 23.8.2 The parties by mutual agreement terminate the contract.
- 23.8.3 If an Order has been issued incorrectly, or to the incorrect recipient, the resulting contract may be terminated by the purchaser by written notice
- 23.8.4 If a material irregularity vitiates the procurement process leading to the conclusion of the contract, rendering the procurement process and the conclusion of the resulting contract unfair, inequitable, non-transparent, uncompetitive or not cost-effective, provided the City Manager follows the processes as described in the purchasers SCM Policy.
- 23.8.5 After providing notice to the supplier, if the implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):
- 23.8.5.1 reports of poor governance and/or unethical behaviour;
 - 23.8.5.2 association with known family of notorious individuals;
 - 23.8.5.3 poor performance issues, known to the Employer;
 - 23.8.5.4 negative social media reports; or
 - 23.8.5.5 adverse assurance (e.g. due diligence) report outcomes..
- 23.9 If the contract is terminated in terms of clause 23.8, all obligations that were due and enforceable prior to the date of the termination must be performed by the relevant party.

26. Termination for insolvency

Delete clause 26.1 and replace with the following:

- 26.1 The purchaser may make either of the following elections to ensure its rights are protected and any negative impact on service delivery is mitigated:

- 26.1.1 accept a supplier proposal (via the liquidator) to render delivery utilising the appropriate contractual mechanisms; or
- 26.1.2 terminate the contract, as the liquidator proposed supplier is deemed unacceptable to the purchaser, at any time by giving written notice to the supplier (via the liquidator).
- 26.2 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

Amend clause 27.1 as follows:

- 27.1 If any dispute or difference of any kind whatsoever, with the exception of termination in terms of clause 23.1(c), arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve such dispute or difference amicably, by mutual consultation.

Delete Clause 27.2 in its entirety and replace with the following:

- 27.2 Should the parties fail to resolve any dispute by way of mutual consultation, either party shall be entitled to refer the matter for mediation before an independent and impartial person appointed by the City Manager in accordance with Regulation 50(1) of the Local Government: Municipal Finance Management Act, 56 of 2003 – Municipal Supply Chain Management Regulations (Notice 868 of 2005). Such referral shall be done by either party giving written notice to the other of its intention to commence with mediation. No mediation may be commenced unless such notice is given to the other party.

Irrespective whether the mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and share the costs of the mediator and related costs equally.

The mediator shall agree the procedures, representation and dates for the mediation process with the parties. The mediator may meet the parties together or individually to enable a settlement.

Where the parties reach settlement of the dispute or any part thereof, the mediator shall record such agreement and on signing thereof by the parties the agreement shall be final and binding.

Save for reference to any portion of any settlement or decision which has been agreed to be final and binding on the parties, no reference shall be made by or on behalf of either party in any subsequent court proceedings, to any outcome of an amicable settlement by mutual consultation, or the fact that any particular evidence was given, or to any submission, statement or admission made in the course of amicable settlement by mutual consultation or mediation.

28. Limitation of Liability

Delete clause 28.1 (b) and replace with the following:

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the sums insured in terms of clause 11 in respect of insurable events, or where no such amounts are stated, to an amount equal to twice the contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

Add the following after clause 28.1:

- 28.2 Without detracting from, and in addition to, any of the other indemnities in this contract, the supplier shall be solely liable for and hereby indemnifies and holds harmless the purchaser against all claims, charges, damages, costs, actions, liability, demands and/or proceedings and expense in connection with:

- a) personal injury or loss of life to any individual;
- b) loss of or damage to property;

arising from, out of, or in connection with the performance by the supplier in terms of this Contract, save to the extent caused by the gross negligence or wilful misconduct of the purchaser.

- 28.3 The supplier and/or its employees, agents, concessionaires, suppliers, sub-contractors or customers shall not have any claim of any nature against the purchaser for any loss, damage, injury or death which any of them may directly or indirectly suffer, whether or not such loss, damages, injury or death is caused through negligence of the purchaser or its agents or employees.
- 28.4 Notwithstanding anything to the contrary contained in this Contract, under no circumstances whatsoever, including as a result of its negligent (including grossly negligent) acts or omissions or those of its servants, agents or contractors or other persons for whom in law it may be liable, shall any party or its servants (in whose favour this constitutes a *stipulatio alteri*) be liable for any indirect, extrinsic, special, penal, punitive, exemplary or consequential loss or damage of any kind whatsoever, whether or not the loss was actually foreseen or reasonably foreseeable), sustained by the other party, its directors and/or servants, including but not limited to any loss of profits, loss of operation time, corruption or loss of information and/or loss of contracts.
- 28.5 Each party agrees to waive all claims against the other insofar as the aggregate of compensation which might otherwise be payable exceeds the aforesaid maximum amounts payable.

31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

- 31.1 Any notice, request, consent, approvals or other communications made between the Parties pursuant to the Contract shall be in writing and forwarded to the addresses specified in the contract and may be given as set out hereunder and shall be deemed to have been received when:
- a) hand delivered – on the working day of delivery
 - b) sent by registered mail – five (5) working days after mailing
 - c) sent by email or telefax – one (1) working day after transmission

32. Taxes and Duties

Delete the final sentence of 32.3 and replace with the following:

In this regard, it is the responsibility of the supplier to submit documentary evidence in the form of a valid Tax Clearance Certificate issued by SARS to the CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5).

Add the following after clause 32.3:

- 32.4 The **VAT registration** number of the City of Cape Town is **4500193497**.

(8) GENERAL CONDITIONS OF CONTRACT

(National Treasury - General Conditions of Contract (revised July 2010))

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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 or her 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 in which an enterprise abroad is subsidised 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 recognised 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 with 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 consignee's 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 markets its goods on its own initiative in the RSA at lower prices than that of the country of origin, and which action has the potential to harm the local industries in the RSA.
- 1.12 'Force majeure' means an event beyond the control of the supplier, not involving the supplier's fault or negligence, and not foreseeable. Such events may include, but are 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 organisation 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.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders, including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific 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 the 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 the use of the goods or any part thereof by the purchaser.

7. Performance Security

7.1 Within 30 (thirty) 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 the 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.
- 7.2 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser, and shall be in one of the following forms:
- a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than 30 (thirty) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in the 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 organisation acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention of such 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 analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the 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 the 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 the 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 the SCC.
- 10.2 Documents to be submitted by the supplier are specified in the SCC.

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

14. Spare parts

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

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications), or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for 12 (twelve) 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 18 (eighteen) 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 the SCC.

15.3 The purchaser shall notify the supplier promptly, in writing, of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in the 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 the 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 the SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of any other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than 30 (thirty) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in the 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 tendered by the supplier in his bid, with the exception of any price adjustments authorized in the SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract Amendments

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

19. Assignment

19.1 The 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 contract 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 the 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 or her 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 of supplies; or to have minor essential services executed if an emergency arises, or 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 cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the 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 14 (fourteen) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 14 (fourteen) 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 5 (five) 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, Act 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 of 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 anti-dumping 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 subsidised 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 or she 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 or her.

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 notify the purchaser promptly, 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 such dispute or difference amicably, by mutual consultation.

27.2 If, after 30 (thirty) 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,

- (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 to the supplier.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6:

- (a) the 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
- (b) 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.

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 the 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, licence fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, licence 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, Act 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, Act 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 10 (ten) years and/or claim damages from the bidder(s) or contractor(s) concerned.

(9) FORM OF GUARANTEE / PERFORMANCE SECURITY – NOT USED

NOT USED

(10) FORM OF ADVANCE PAYMENT GUARANTEE – NOT USED

Not Used

(10.1) ADVANCE PAYMENT SCHEDULE – NOT USED

Not Used

(11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**AGREEMENT MADE AND ENTERED INTO BETWEEN THE CITY OF CAPE TOWN (HEREINAFTER CALLED THE "CCT") AND**

..... ,
 (Supplier/Mandatar/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 85 OF 1993 AS AMENDED.

I, , representing

..... , as an employer
 in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated thereunder.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the Occupational Health and Safety Specifications contained in this tender and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan submitted and approved in terms thereof.

Signed aton the.....day of.....20....

Witness

Mandatar

Signed at on the.....day of.....20

 Witness

 for and on behalf of
 City of Cape Town

(12) INSURANCE BROKER'S WARRANTY (PRO FORMA)

Logo

Letterhead of supplier's Insurance Broker

Date _____

CITY OF CAPE TOWN
City Manager
Civic Centre
12 Hertzog Boulevard
Cape Town
8000

Dear Sir

TENDER NO.: 239G/2021/22

**TENDER DESCRIPTION: SUPPLY AND DELIVERY OF VARIOUS MEDICAL EQUIPMENT, CONSUMABLES
AND ACCESSORIES FOR THE CITY OF CAPE TOWN MUNICIPALITY**

NAME OF SUPPLIER: _____

I, the undersigned, do hereby confirm and warrant that all the insurances required in terms of the abovementioned contract have been issued and/or in the case of blanket/umbrella policies, have been endorsed to reflect the interests of the CITY OF CAPE TOWN with regard to the abovementioned contract, and that all the insurances and endorsements, etc., are all in accordance with the requirements of the contract.

I furthermore confirm that all premiums in the above regard have been paid.

Yours faithfully

Signed: _____

For: _____ (Supplier's Insurance Broker)

(13) SPECIFICATION(S)**1 INTRODUCTION**

The objectives of Primary Health Care (PHC) are the promotion of wellness, prevention of disease, early detection of disease and effective treatment.

The success of the PHC facility to contribute to improvement of health outcomes by:

- motivated and supported staff
- rational and understandable policies and procedures
- resources including infrastructure, equipment, medicines and consumables

This tender is to assist and equip facilities in achieving Ideal Clinic Status and compliance with National Core Standards by standardisation of the quality and specifications of medical equipment, instruments, consumables, furniture and accessories, for use by staff in PHC facilities and in the City of Cape Town.

2 Quality Standards and National Regulations

Note: applicable to ALL items reflected in the Pricing Schedule

ALL items must comply with the minimum standards, as depicted in the South Africa Medical Device Regulations

A medical device and IVD is defined as per the provisions of the Medicines and Related Substances Act, 1965 (act 101 of 1965 as amended).

URL to National Regulations: Please follow below URL and familiarise with the legislation.

<https://www.emergobyul.com/resources/regulations-south-africa>

3 Standards

The most common way to demonstrate compliance with the Essential Principles of Safety and

Performance is to meet a standards published by a South African or International Standards Agency, a Pharmacopoeia, or a similar standard. If the manufacturer chooses to use other voluntary standards they must provide evidence that the chosen standard is applicable to the manufacturer's quality system and that its application satisfies the requirements of the Regulations.

The design and construction of a medical device must conform with safety principles, having regard to the 'generally acknowledged state-of-the-art'. Published standards for medical devices are developed through a process of consensus, and therefore are accepted to reflect the generally acknowledged state-of-the-art. This is why standards need to be considered by a manufacturer, even though compliance with any given standard is not compulsory under the legislation.

To ensure that a medical device continues to conform to the state-of-the-art, it is important for the manufacturer to regularly update the risk analysis of the device to account for changes and advances in knowledge. The expectation is that manufacturers will consider the application of standards as part of maintaining their quality management systems.

An update or change to a standard should trigger the manufacturer to undertake a risk assessment of complying or not with the latest standard or version. The outcome of the risk assessment will be a decision to apply the new standard or to not. Medical Devices and IVDs Essential Principles of Safety & Performance

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4 Standards - continued

If the manufacturer decides to:

- update to the latest version of the standard, the Council would expect a plan to be put in place for how and when compliance with the standard will be achieved
- Not update to the latest version of the standard, the Council would expect the manufacturer to hold justification for not complying.

When choosing which standards to apply to each device manufacturers should take into consideration the:

- intended purpose of the device
- Environment in which it is likely to be used
- Likely users of the device
- Generally acknowledged state-of-the-art

Standards that are commonly used by medical device manufacturers are:

ISO 14971—Application of risk management to medical devices

ISO 13485—Quality management systems: Requirements for regulatory purposes

ISO 10993—Biological evaluation of medical devices

ISO 60601—Medical electrical equipment

ISO 10282—Single-use sterile rubber surgical gloves

If a standard is used, the manufacturer should include in the technical file for the medical device: - identification of the standards used

- for each standard used, a statement:
 - That all requirements are met, except for non-applicable requirements, or deviations noted separately
 - Of any requirements that are not applicable to the device
 - describing any deviations to the standard that were applied in relation to the device
 - Information on any ways in which the standard may have been adapted for application to the particular device (for example, if alternative tests are allowed, which ones are performed in relation to that device).

Manufacturers of medical devices must ensure that their devices comply with all applicable rules and regulations that relate to the operation or supply of their device in South Africa, regardless of whether the requirements directly relate to medical device regulatory aspects or not. For example, a manufacturer of an electrically powered medical device that has radio communications functionality must comply with each of the appropriate electrical, spectrum, communications, customs, medical, etc. requirements that apply nationally. Medical Devices and IVDs Essential Principles of Safety & Performance

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Standards orders

The South African National Accreditation System (SANAS) is recognised by the South African Government as the single National Accreditation Body that gives formal recognition that Laboratories, Certification Bodies, Inspection Bodies, Proficiency Testing Scheme Providers and Good Laboratory Practice (GLP) test facilities are competent to carry out specific tasks in terms of the Accreditation for Conformity Assessment, Calibration and Good Laboratory Practice Act (Act 19 of 2006). SANAS's purpose is to instil confidence and peace of mind to companies and individuals through accreditation which is required for economic and social well-being for all.

Local and international standards can be used to demonstrate compliance with the Essential Principles of Safety and Performance or conformity assessment procedures.

Compliance with international harmonised standards, as published in the Official Journal of the European Communities and including the monographs of the European Pharmacopoeia, is not mandatory, but is the preferred way to establish compliance with Essential Principles of Safety and Performance. The standards cover topics such as:

- Clinical evidence
- Risk management
- Medical devices required to be sterile
- Quality management systems and quality assurance techniques
- Sterility
- Biological Safety and biocompatibility

5. TRAINING AND DEMONSTATION FOR LARGE EQUIPMENT

Tenderers must undertake to provide a comprehensive training schedule, for City Staff to ensure correct use of the equipment. Training to be arranged within one week from date of City taking ownership, contractor to arrange with Facility Manager. Tenderers must state the cost and level of technical training offered. Training of users shall be provided by the successful bidder.

6. DOCUMENTATION FOR LARGE EQUIPMENT

Two full set of operating and service and maintenance manuals, including circuit diagrams, shall be included in the pricing for the machine, one set to be locked in the cabinet mentioned in para 6.3, and one set supplied to Service Co-ordinator.

Specify Items here

Automatic External Defibrillator (AED)

Electrocardiograph (ECG)

Steriliser

Autoclave

Monitor: Multifunction vital signs including Sp oxygen/ Dynamap

Gestational Ultrasound

7. DELIVERY OF GOODS

Delivery within 15 Working Days from Date of Purchase Order – for items that can be sourced locally / nationally within the Republic

Delivery to a maximum time of 30 Working Days from Date of Purchase Order – for items that is sourced internationally

8. PACKAGING OF GOODS

Goods are to be delivered to the various sites, in appropriately sealed packaging, with description of item clearly specified on the package, the number of individual units within the packaging and the delivery address clearly indicated

9. HEALTH FACILITIES

Although this Tender is open for the entire Boundaries and Directorates of the City of Cape Town Municipality, note that the below Health Clinics / Health Facilities is the designated delivery points for the Health Department specifically

LIST OF DELIVERY POINTS:

OFFICE	ADDRESS	TELEPHONE
City Health Medical Stores	Oude Molen Street, Ndabeni	021 444 5890
NORTHERN SUB DISTRICT – AREA 1		
ADMIN OFFICE	ADDRESS	TELEPHONE
Northern Admin Office	Brackenfell Clinic Building Paradys Street, Brackenfell	021 400 3919
CLINIC	ADDRESS	TELEPHONE
Bloekombos Clinic	Sam Nokasela Avenue, Kraaifontein	021 444 5977/8
Brackenfell Clinic	Paradys Street, Brackenfell	021 400 3889
Brighton Clinic	Brighton Street, Kraaifontein	021 4441126/ 021 4441127
Durbanville Clinic	De Villiers Street, Durbanville	021 444 7422
Fisantekraal Clinic	Dullah Omar Street, Fisantekraal	021 444 9250
Harmonie Clinic	Frans Conradie Avenue, Kraaifontein	021 400 6888
Northpine Clinic	Northpine Drive, Brackenfell	021 444 1462
Scottsdene Clinic	Eon Street, Scottsdene	021 444 8126/1
Wallacedene Clinic	Cnr La Boheme Road and Pieterse street, Wallacedene	021 444 8601/ 021 444 8602
WESTERN SUB DISTRICT - AREA 1		
ADMIN OFFICE	ADDRESS	TELEPHONE
Western Admin Office	Old Abbotoir Building, Berkley Road, Maitland	021 444 1735
CLINIC	ADDRESS	TELEPHONE
Albow Gardens Clinic	Koeberg Road, Milnerton	021 444 5949 / 021 444 5950
Albow Gardens Mobile Clinic	Koeberg Road, Rugby, Milnerton	021 444 5949/50
Chapel Street Clinic	Chapel Street, Woodstock	0214652794
Factreton Clinic	Cnr 11th and Factreton avenues, Factreton	021444 4872 / 021444 4873
Hout Bay Main Road Clinic	Imizamo Yethu, Main Road, Hout Bay	021 790 1720
Langa Clinic	King Langalibalele Street Langa	0214448338
Maitland Clinic	2 Norfolk Road, Maitland	021 400 4333
Melkbosstrand Clinic	Robben Road, Melkbosstrand	0215532499
Pella Satellite Clinic	Main Road, Pella	021 572 5380
Pinelands Satellite Clinic	No 2 Norfolk Road, Maitland	021 400 4333
Protea Park Clinic	Gardenia Avenue, Atlantis	021444 6940

Saxon Sea Clinic	Cnr Grosvenor and Hermes avenues, Atlantis	021 572 5380
Schotschekloof Satellite Clinic	Civic Centre, Wale Street, Schotschekloof, Cape Town	021465 2793
Spencer Road Clinic	13 Spencer Road, Salt River	0214446215/ 0214446216
Table View Clinic	South Road, Table View, Milnerton	021444 5967/ 021444 5970
Witsand Satellite Clinic	Robben Road, Melkbosstrand	021 553 2499
Melkbosstrand Mobile Clinic	Robben Road, Melkbosstrand	021 553 2499
Wolwerivier Mobile Clinic	Robben Road, Melkbosstrand	021 553 2499
EASTERN SUB DISTRICT - AREA 2		
ADMIN OFFICE	ADDRESS	TELEPHONE
Eastern Admin Office	Somerset West Municipality, Cnr Andries Pretorius and Victoria Street, Somerset West	021 444 4670
CLINIC	ADDRESS	TELEPHONE
Blue Downs Clinic	Bentley Road, Blue Downs	021 444 8313
Dr Ivan Toms Clinic	C/o Ngubelani & Umabashe Streets, Ext 6, Mfuleni	021 400 3600
Driftsands Satellite Clinic	c/o Xwayi Street & Nkanti Street, Mfuleni	021 444 9393
Eerste River Clinic	Bobs Way, Eerste River	021 444 7144
Fagan Street Clinic	Fagan Street, Strand	021400 4296
Gordon's Bay Clinic	H/v Mountainside Boulevard, Sir Lowry's Pass Road, Gordon's Bay	021 444 9315
Ikhwezi Community Day Centre	3 Simon Street, Nomzamo	021 845 2121
Kuilsriver Clinic	Carinus street, Kuils River, 7580	021444 7730
Sarepta Clinic	Rietvlei Road, Sarepta, Kuils River	021 900 2910
Sir Lowry's Pass Clinic	Cnr Nolan and Brinkhuis streets, Sir Lowry's Pass	021 858 1493
Somerset West Clinic	28 Church Street, Somerset West	021 4444452
Wesbank Clinic	Silversands Road, Wesbank	021 400 5273 / 021 400 5274
KHAYELITSHA SUB DISTRICT - AREA 2		
ADMIN OFFICE	ADDRESS	TELEPHONE
Khayelitsha Admin Office	G Block, Stocks and Stocks Ntlazane Road, Khayelitsha	021 360 1157
CLINIC	ADDRESS	TELEPHONE
Kuyasa CDC	Ntlazana Street, Kuyasa, Khayelitsha	021 444 2846 / 021 444 2850
Kuyasa Male Clinic	Walter Sisulu Road, Khayelitsha	021 824 3210
Luvuyo CDC	Hlela Road, Bus Terminus, Makhaza, Khayelitsha	021 444 0530 / 021 444 0531
Matthew Goniwe CDC	Khwahlaza Road, Makhaza, Khayelitsha	021 444 2918/ 021 444 2930
Mayenzeke Clinic	Fundana Road, Makhaza, Khayelitsha	021 444 3479 / 021 444 3481

Nolungile Clinic	C/o of Bunga & Sulani Drive	021 444 2802/ 021 444 2803
Site B Male Clinic	Cnr Bunga and Sulani Drive, Site B, Khayelitsha	021 400 4320
Site B Youth Clinic	C/o of Pama & Lwandle Road Site B khayelitsha	021 444 2809 / 021 444 2810
Site C Youth Clinic	Solomon Tshuku Road, Site C Khayelitsha	021 444 2802/ 021 444 2803
Town 2 CDC	Cnr Zibonele & Manyano Street , Town 2, Khayelitsha	021 444 2838 / 021 444 2839
Zakhele Clinic	A544 Zakhele Road, Khayelitsha	021 444 5505
KLIPFONTEIN SUB DISTRICT - AREA 3		
ADMIN OFFICE	ADDRESS	TELEPHONE
Klipfontein Admin Office	CoCT Building, Fezeka Office, Cnr NY1 and Lansdowne, Gugulethu	021 444 5416
CLINIC	ADDRESS	TELEPHONE
Gugulethu Clinic	C/o NY.1 & NY.3, Gugulethu	021 444 6059 / 021 444 6067
Hanover Park Clinic	Hanover Park Avenue, Hanover Park	021 444 1405 / 021 444 1411
Hazendal (Silvertown) Satellite Clinic	Petunia Street, Silvertown; Kuils Road, Hazendal	021 444 6338/ 021 444 6339
Heideveld Clinic	Heideveld Road, Heideveld	021 444 6414 / 021 444 6412
Honeyside (Lansdowne) Satellite Clinic	Cnr Belgravia and Honeyside roads, Athlone	021 697 1922
Lansdowne Clinic	Cnr Lansdowne Road and Church Street, Lansdowne	021 444 4285/ 021 444 4287
Manenberg Clinic	Manenberg Avenue, Manenberg	021 444 1263 / 021 444 1258/ 021 444 1259
Masincedane Clinic	Mjondo Avenue, KTC, Nyanga	021 444 6464 / 021 444 6462 / 021 444 6463
Newfields (Hanover Park) Satellite Clinic	Surren Road, Newfields	021 692 1307
Nyanga Clinic	Sithandathu Avenue, Nyanga	021 444 6180 / 021 444 6178 / 021 444 6179
Ruimte Road Satellite Clinic	Ruimte Road, Manenberg	021 444 1263/ 021 444 1258/ 021 444 1259
Silvertown Clinic	Petunia Street, Athlone	021 444 6345 / 021 444 6338/ 021 444 6339
Vuyani Clinic	Cnr NY 133 and NY 134, Gugulethu	021 637 9016/ 021 637 9017
TYGERBERG SUB DISTRICT - AREA 3		
ADMIN OFFICE	ADDRESS	TELEPHONE
Tygerberg Admin Office	CoCT Building, 78 Alexandra Road, Parow	021 444 0887
CLINIC	ADDRESS	TELEPHONE
Adriaanse Clinic	40th Avenue, Clarkes Estate	021 444 2396
Chestnut (St Vincent) Satellite Clinic	103 Chestnut Way, Belhar	0214446257
Delft South Clinic	Cnr Boyce Street and Delft Main Road, Delft South	021444 8974

Dirkie Uys Clinic	Dingle Road, Goodwood	021 444 7281
Elsies River Clinic	Halt Road, Elsie's River	021 444 0885
Kasselsvlei Clinic, Bellville South Community Day Centre	Kasselsvlei Road, Bellville South	021 951 2326
Leonsdale (Elsies River) Satellite Clinic	12th Avenue, Leonsdale	021444 3900
Men's Health Satellite Clinic	Bellville Station, Bellville	021 951 2326
Netreg Clinic	Cnr Bonteheuwel and Jakkelsvlei avenues, Netreg	021 444 4321
Parow Clinic	Smith Street, Parow	021 444 0924
Ravensmead Clinic	Florida Road, Ravensmead	021 928 2960
St Vincent Clinic	Cnr Belhar and St Vincent drives, Belhar	021 444 6257
Uitsig Clinic	Hibiscus Square, Hibiscus Road, Uitsig	021444 8528
Valhalla Park Clinic	Angela Street, Valhalla Park	021 444 4306
MITCHELLS PLAIN SUB DISTRICT - AREA 4		
ADMIN OFFICE	ADDRESS	TELEPHONE
Mitchells Plain Admin Office	Rocklands Clinic Building Cnr Park Avenue and Lancaster Street, Rocklands	021 400 3999
CLINIC	ADDRESS	TELEPHONE
Crossroads 1 Clinic A	Old Klipfontein Road, Crossroads	021 444 6440 / 021 444 6435 / 021 444 6446
Eastridge Clinic	1st Avenue, Eastridge, Mitchells Plain	021 444 6379 / 021 444 6380
Lentegeur Clinic	Cnr Merrydale and Melkbos Road, Lentegeur, Mitchells Plain	021 444 1428/9/30
Mandalay (Crossroad 1) Satellite Clinic	Ryan Way, Mandalay	021 444 2803
Mzamomhle Clinic	Sagwityi Road, Browns Farm, Philippi	021 444 6096/ 021 444 6097
Phumlani Clinic	3719 Stock and Mqgwani Road, Philippi East	021 444 6147/ 021 444 6148
Rocklands Clinic	Cnr Lancaster and Park Avenue, Rocklands, Mitchells Plain	021 400 3976
Tafelsig Community Day Centre	Cnr Kilimanjaro and Pyraneez Road, Tafelsig, Mitchells Plain	021 444 2024/ 021 444 2025
Weltevreden Valley Clinic	Cnr Oliver Tambo and Leonard Rady, Samora Machel, Weltevreden Valley	021 444 6502/ 021 444 6503
Westridge Clinic	Westpoort Road, Mitchells Plain	021 400 4112/ 021 400 4113
SOUTHERN SUB DISTRICT - AREA 4		
ADMIN OFFICE	ADDRESS	TELEPHONE
Southern Admin Office	CoCT Building, Cnr Main and Victoria Road, Plumstead	021 444 3263
CLINIC	ADDRESS	TELEPHONE
Alphen Clinic	Alphen Centre, Main Road, Constantia	021444 9628
Claremont Clinic	Old Stanhope Road, Claremont	021 444 6426 / 021 444 6427
Diep River Clinic	Schaay Road, Diep River	021 400 7349
Fish Hoek Clinic	61 Central Circle, Fish Hoek	021 784 2660

Klip Road Clinic	Klip Road, Grassy Park	021 444 4296/ 021 444 4297
Lavender Hill Clinic	74 Grindle Crescent, Lavender Hill	021 702 6045/ 021 701 9006
Masiphumelele Clinic	Pokela Road, Masiphumelele	021 444 4103 / 021 444 4101/ 021 444 4107
Muizenberg Clinic	Atlantic Road, Muizenberg	021 444 3914
Ocean View Community Day Centre	Pollux Way, Ocean View	021 400 5474/ 021 400 5476
Parkwood Clinic	Walmer Road, Parkwood Estate	021 444 4201 / 021 444 4206
Pelican Park (Lotus River) Satellite Clinic	5 Flamingo Way, Pelican Park	021 396 2343
Phillipi Clinic	Lansdowne Road, Phillipi	021 400 4030/ 021 400 4033
Redhill Satellite Clinic	Scarborough Road, Simons Town	021 444 3914
Seawinds Clinic	Military Road, Steenberg	021 444 8784 / 021 444 2645
Simons Town (Fish Hoek) Satellite Clinic	King George Way, Fish Hoek	021 786 1555
Strandfontein Clinic	Welgelegen Road, Strandfontein	021 394 4000/ 021 394 4001
Westlake Clinic	Westlake Drive, Westlake	021 702 7140
Wynberg Clinic	Lower Maynard Road, Wynberg	021 444 6613 / 021 444 6614

10. PRODUCT SPECIFICATIONS

1. CATEGORY 1.

Number	Item	Image	Specifications
1.	Blood pressure measurement: Baumanometer aneroid type; manual		Inflates and deflates an upper-arm cuff, by squeezing a bulb and closing or releasing the exit valve. Calibrated inflation system with 250cm tubing Blood pressure is displayed on a large, clear, high-contrast analogue gauge, with a dial graduated in mm.Hg; Adult cuff size included Not dependent on an external power source. The unit can be mounted to a desktop, or to an adjacent wall or pole with special brackets. 2 year warranty
2.	Blood pressure measurement: Baumanometer automatic; mobile		•Measurement Method Oscillometric •Measurement Range Pressure 30 – 260mmHg, Pulse 40 – 199 beats / minute •Accuracy Pressure $\pm$ 3mmHg, Pulse $\pm$ 5% of reading •Inflation Pump Driven •Deflation Automatic Air Release •Auto Shut Off 1 Minute •DC Power Source DC 6V four AAA batteries •Dimensions 124(L) x 85(W) x 68.6(H) mm • Arm Circumference cuff Adult 24 – 40cm
3.	Blood pressure accessory Cuff & bladder infant nylon single or dual tube		Infant: Length – 260 mm, Range – 13CM – 19CM Washable nylon cuff and bladder
4.	Blood pressure accessory: cuff & bladder adult nylon single or dual tube		Adult: Length – 530 mm, Range – 25.4CM – 40.6CM Washable nylon cuff and bladder
5.	Blood pressure accessory: cuff & bladder obese nylon single or dual tube		•Obese: Length – 610 mm, Range – 34.3CM – 50.8CM Washable nylon cuff and bladder

Number	Item	Image	Specifications
6.	Blood pressure accessory: Cuff & bladder child nylon single or dual tube		•Child: Length – 340 mm, Range – 18.4CM – 26.7CM Washable nylon cuff and bladder
Basket 1	Blood pressure monitor: automated non-invasivewall portable combination: Blood Pressure, pulse rate; temperature and oxygen saturation		The unit will automatically inflate and deflate an upper-arm cuff, once the start button is pressed. The unit records and displays the blood pressure, pulse rate, temperature and oxygen saturation readings, which are also stored in memory until over-written. Built-in battery, which charges from the mains in normal use, and can keep the unit operating for at least 8 hours, in the event of a power failure. Dimesions: 195mmx22mm0x135mm Mounted on a rolling stand Training required 2 year warranty (Dynamap or similar)
	Stand for Blood pressure monitor: automated non- invasivewall portable combination: Blood Pressure, pulse rate; temperature and oxygen saturation		To match Item 3 Rolling stand on 4 castors Height adjustment range 80cm to 125cm Slide in aluminium mounting plate Cable hook and basket for cuffs
7.	Diagnostic set: portable		Container with zip or other closure, housing: A mirror-type ophthalmoscope, with standard focussing device and range of lenses; An otoscope, with a light path; Re-usable plastic otoscope specula, in 4 sizes; Illuminated tongue blade depressor, with lamp and holding screw for disposable wooden tongue blades. Knurled handle, housing two non-corrosive batteries; connector for the instruments, and rheostat for brightness adjustment.
Basket 2	Diagnostic set: Spare bulbs		For otoscope and ophthalmoscope to match item 10
8.	Diagnostic set: wall mounted		Wall-mounted . Powered by mains electricity Instruments switch on automatically when lifted out of cradle. Brightness of light is adjustable. Ophthalmoscope has different lenses and filters to accommodate clinical needs. Long cables permit examination irrespective of patient's position. The Otoscope is supplied with four re-usable specula, from infant to adult sizes.

Number	Item	Image	Specifications
9.	Diagnostic combination set: wall mounted		Wall-mounted Powered by mains electricity Instruments switch on automatically when lifted out of cradle. Brightness of light is adjustable. Ophthalmoscope has different lenses and filters to accommodate clinical needs. Long cables permit examination irrespective of patient's position. Sphygmomanometer has a large display – calibrate annually
10.	Doppler Foetal heartbeat Monitor		Handheld; portable; battery operated; colour display; built in speaker: for Real-time diagnostics Stand alone 2MHz water resistant probe. Volume control Foetal heart display: bar graph/ wave form Out of range Foetal Heart Rate alarm. Foetal Heart Rate measuring diagnostic range: 50 – 240 beats per minute • Detects the foetal heart rate from as early as 12 weeks of pregnancy to full term
Basket 4	Otoscope: portable		An otoscope, with a light path; Re-usable plastic otoscope specula; in 4 sizes Knurled handle, housing two non-corrosive batteries; otoscope connector for specula, and rheostat for brightness adjustment.
Basket 3	Electrocardiograph: 12 channel with paper and electrodes included		Machine records ECG on A4 paper. Three leads are displayed on the built-in screen. Extensive self-test facilities. Built-in measurement and diagnostic algorithms. 2 hours on battery if there is no mains power. A starter-pack of consumables must be supplied with the unit. ECG cable with adaptor clips. Operator's manual. ECG electrodes: disposable, self-adhesive, for resting ECG. PHC-C-212. Training required by supplier Maintenance programme 2 years (excluding deliberate or accidental damage). 5-year maintenance contract.
Basket 3	Trolley for Electrocardiograph		Trolley on four castors that matches the machine
11.	Foetoscope		Pinard horn stethoscope, in plastic or aluminium. To hear the foetal heartbeat. No sharp edges.

Number	Item	Image	Specifications
Basket 5	Haemoglobin meter		Electronic, Battery-powered, handheld meter to measure blood haemoglobin level from finger-prick sample. Uses either a micro-cuvette or a test strip Capillary blood specimen Display reads haemoglobin level out directly. Accessories or Related Consumables: This unit must be recalibrated at least annually. Contact supplier technical personnel.
Basket 5	Haemoglobin test strips		To match Haemoglobin meter Colorimetric haemoglobinometers, a lancet-prick blood drop is applied to the reagent-containing pad on a test strip. The strip is inserted into the meter, and a reading is obtained. Photometric haemoglobinometers, the blood drop is applied to a microcuvette. The microcuvette is placed in the instrument, and a reading is obtained. Disposable.
Basket 6	HBA 1C meter		Portable; battery operated Measures glycated hemoglobin (HbA1c) in human whole blood by reading the result on the instrument's disposable test strip.
Basket 6	HBA1C test strips		To match machine Disposable
Basket 7	INR Machine		Portable and user-friendly instrument for monitoring warfarin therapy. It determines the INR value (International Normalized Ratio) from a drop of capillary whole blood Amperometric (electrochemical) determination of the PT time after activation of the coagulation with human recombinant thromboplastin
Basket 7	INR test strips		To match machine Disposable
12.	Length Mat		lightweight, portable, non-stretch, non-shrink plastic roll-up mat designed for measuring the length of a 1st year infant washable and foldable. The fixed head piece and the sliding foot positioner Measuring range : 10 – 99 cm Graduation [Measuring Rod]: 5 mm Measure (W x H x D): 1250 x 140 x 300 mm Net weight: 575 g
13.	Monofilament		For diabetic foot sensory screening Length: 4cm; nylon filament; 10 gm Disposable; single use Pack of 20

Number	Item	Image	Specifications
14.	Patella hammer		Metal mallet-style hammer head, with cylindrical solid rubber heads on both faces. Metal handle screws into hammer head. Point of handle houses a screw-in pointed tip, for the testing of cutaneous pinprick sensation. All metal components are non-rusting.
Basket 10	Peak flow meter		A tubular instrument with a mouthpiece and a sliding scale on which the peak flow is read. Measures peak expiratory flow (in l/min),. Direct-reading scale on side of instrument. Disposable paper mouthpiece inserts. Measurement Range 50-400 L/min 1 year warranty
Basket 8	Pulse oximeter: stand-alone, with adult probes		Portable hand-held battery-operated pulse oximeter; colour display; alarm function The device measures the oxygenation of peripheral capillary blood, in the fingertip of an adult. • Integrated with SPO2 Probe and processing display module • Can Measure SPO2 and Pulse Rate accurately • SPO2 and Pulse Rate Display, Pulse rate waveform and bar graph display • Battery voltage low indication • Four directions and 6 modes • Four levels adjustable brightness • Low power consumption • Automatic Power off Function – display format can be saved after power off
Basket 9	Pulse oximeter: stand-alone, with paediatric probes		Portable hand-held battery-operated pulse oximeter; colour display; alarm function. The device measures the oxygenation of peripheral capillary blood, in the fingertip or the toe of a child or neonate. Integrated with SPO2 Probe and processing display module • Can Measure SPO2 and Pulse Rate accurately • SPO2 and Pulse Rate Display, Pulse rate waveform and bar graph display • Battery voltage low indication • Four directions and 6 modes • Four levels adjustable brightness • Low power consumption • Automatic Power off Function – display format can be saved after power off

Number	Item	Image	Specifications
15.	Scale: adult, with height board		Adult scale with height rod. To be used for height and weight screening. Mechanical scale. Up to 150kg. Scale must be calibrated annually. 2 years (excluding deliberate or accidental damage).
16.	Scale: adult, without height board		Adult scale. To be used for weight screening. Mechanical scale, up to 150kg. Scale must be calibrated annually. 2 years (excluding deliberate or accidental damage).
17.	Scale: baby		To be used for weighing of babies in consulting rooms. Electronic, battery-operated scale, up to 20kg. Auto switch-off to conserve battery power. Retains last reading. Scale must be calibrated annually. 2 years (excluding deliberate or accidental damage).
18.	Stadiometer		To measure height of children and adults while standing. Wall-mounted height board, not attached to a weight scale. 2 years (excluding deliberate or accidental damage).
19.	Stethoscope, dual head: adult		A single-tube, rotatable, dual-head general-purpose stethoscope. For checking blood pressure, auscultation of the heart, lung fields, abdomen and arterial bruits. It amplifies sounds of clinical interest, while blocking out environmental noises. The bell or the diaphragm can be rotated into position, depending on the clinical use.
20.	Stethoscope, dual head: Paediatric		A single-tube, rotatable, dual-head general-purpose stethoscope for infants and children For checking blood pressure, auscultation of the heart, lung fields, abdomen and arterial bruits. It amplifies sounds of clinical interest, while blocking out environmental noises. The bell or the diaphragm can be rotated into position, depending on the clinical use.
21.	Syringe: ear (complete)		Instrument to remove wax from ears by gentle flushing. Ergonomic design for easy, single-handed operation. 1 year (excluding deliberate or accidental damage).

Number	Item	Image	Specifications
22.	Tape: Measuring		Used for clinical measurements, Non-stretch flexible tape. Durable material. Non-fade, non-smudge markings.
23.	Tape: MUAC		A non-stretch vinyl tape, marked in millimetres, for measuring Mid-Upper Arm Circumference. The tape is used for rapid nutritional assessment in children between 6 and 60 months old, and in adults (primarily pregnant women). The tape is wrapped around the upper arm at the midpoint between the acromion and olecranon processes. The end of the tape is inserted through a slit in the tab-end, and adjusted for a close fit. The reading is taken from a window in the tab-end, at the printed alignment mark. The child tape is colour-coded, showing the nutritional status as Good (green), marginal (yellow) or malnourished (red). The tape measures up to 265mm The adult tape measures up to 500mm. Note that the tape should conform to the current WHO standard S0145620.
24.	Thermometer: digital scanner type		No-touch infrared forehead temperature thermometer Electronic, battery powered 2 years supplier warranty
25.	Tuning fork		Used to test vibration sense The 128hz fork is preferable for the assessment of loss of vibration sense, e.g. in suspected diabetic or alcohol-related peripheral neuropathy.
26.	Tuning Fork		The 256Hz fork is generally used for the tests of hearing. Used to test hearing

CATEGORY 2:			
No.	Item	Image	Specifications
Basket 11	Automated external defibrillator with pads for paed and adult included (AED)		A self-contained device which is used in the resuscitation of a patient who has suffered cardiac arrest. It prompts the user with visual and audible instructions. Two electrodes are applied to the patient's chest. The unit determines whether there is any cardiac electrical activity, and whether to deliver an electric pulse to restart the heart. If unsuccessful, it tells the user to deliver another pulse (or pulses) at a higher energy charge. A display shows any detected cardiac electrical activity. It can be used as a temporary cardiac monitor, while stabilizing or transporting the patient, by means of a separate three-lead ECG cable There are separate adult and child electrodes. The unit detects the electrode size, and modifies the electrical pulse accordingly. The unit can deliver approximately 50 shocks at 150 Joules, or about 2 hours of monitoring time. Accessories: One 3-lead ECG cable with pouch RT 4-05-073-A-ME. One adult AED pacing pads set and replacement pads: adult One paediatric AED pacing pads set and replacement pads: paediatric Two rechargeable batteries RT 4-05-074-A-ME. Battery charger. One carrying case with shoulder strap for the case. One operation manual; CD service manual; one in-service video, on site training required The batteries have a 2-year guarantee, but will eventually fail, and need to be replaced. The unit itself has an unconditional 2-year guarantee (excluding deliberate or accidental damage). The pads have a 2-year guarantee shelf life. Training required by supplier Maintenance programme
1.	Cardiac arrest board		A board which is slipped under the thorax of a collapsed patient, to provide a stable rigid platform against which to perform chest compressions during resuscitation. The board is approximately 60cm by 40cm in size, can be made of rigid plastic or other rigid material, with a smooth finish to enable insertion under the chest of an unconscious patient. This is important to ensure the effectiveness of chest compression May have cut-outs to serve as hand grips. 2 years (excluding deliberate or accidental damage).

Basket 12	Monitor: multi-function vital signs, including Sp oxygen		This is an automated electronic device for monitoring vital signs in an emergency setting. The unit monitors pulse, blood pressure, SpO2 and optionally temperature and the ECG. The unit operates automatically, once switched on and connected to the patient. Measurements are repeated at pre-set intervals. Measurements are stored for later review. The pulse can be indicated by an audible beep tone, The unit has a built-in battery and charger, The battery permits sustained monitoring in case of a power failure. Supplied with patient cables, sensors, power cable, cuffs (large adult, adult child, neonate, disposable self-adhesive monitoring pads. ECG electrodes: disposable, self-adhesive, for resting ECG. Supplier is responsible for delivery, commissioning (including mounting) and training. The unit must be calibrated at least annually, by technical personnel of the supplier. Internal battery must be replaced when prompted to do so by the battery indicator. 3 years on all parts (including cuffs and cuff covers) except battery (excluding deliberate or accidental damage). Maintenance programme to include calibration
Basket 12	Stand for Monitor: multifunction vital signs including Sp oxygen		Stand for Monitor On 4 castors
2.	Laryngoscope set: Adult		Detachable-blade hand-held laryngoscope set; for endotracheal intubation. Non-slip handle. Light source is built into the head of the handle. Bulb cannot unscrew and fall out during use; light path built into each blade. Blade is positively attached to handle in the closed position. Light turns on automatically when blade is extended into the operating position. The set consists of: 1 adult handle; and 2,3,4,5 curved; (Macintosh pattern). batteries are housed in the handle. Spare bulb, 5-year guarantee on handles, blades, hook-on mechanism and switches. At least 2-year guarantee on light bulb (excluding deliberate or accidental damage).
3.	Laryngoscope set: Paediatric		Detachable-blade hand-held laryngoscope set, for endotracheal intubation. Non-slip handle. Light source is built into the head of the handle. light path built into each blade. Blade is positively attached to handle in the closed position. Light turns on automatically when blade is extended into the operating position. The set consists of: 1 paediatric handle; paediatric blade sizes 00; 0; 1,(Miller pattern); batteries are housed in the handle. Spare bulb, 5-year guarantee on handles, blades, hook-on mechanism and switches. At least 2-year guarantee

			on light bulb (excluding deliberate or accidental damage).
Basket 14	Laryngoscope handle: paediatric		hand-held laryngoscope handle, for endotracheal intubation Non-slip handle. Light source is built into the head of the handle. light path built into each blade. Blade is positively attached to handle in the closed position. Light turns on automatically when blade is extended into the operating position. To fit straight blades
Basket 14	Laryngoscope; straight blade; paediatric size00		Straight blade size 00 Attaches to laryngoscope handle; Miller pattern
Basket 14	Laryngoscope; straight Blade: size 01		Straight blade size 01 Attaches to laryngoscope handle; Miller pattern
Basket 14	Laryngoscope; straight Blade: size 1		Straight blade size 1 Attaches to laryngoscope handle; Miller Pattern

Basket 15	Laryngoscope handle; adult		Detachable-blade hand-held laryngoscope handle, for endotracheal intubation. Non-slip handle. Light source is built into the head of the handle. light path built into each blade. Blade is positively attached to handle in the closed position. Light turns on automatically when blade is extended into the operating position.
Basket 15	Laryngoscope Curved: size 2	Blade:	Curved blade size 2; Macintosh pattern Attaches to laryngoscope handle
Basket 15	Laryngoscope Curved: size 2	Blade:	Curved blade size 3; Macintosh pattern Attaches to laryngoscope handle
Basket 15	Laryngoscope Curved: size 4	Blade:	Curved blade size 4; Macintosh pattern Attaches to laryngoscope handle
Basket 15	Laryngoscope Curved: size 5	Blade:	Curved blade size 5; Macintosh pattern Attaches to laryngoscope handle

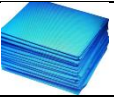
4.	Nebuliser; portable; mains		An electrical device to generate a stream of aerosol mist for drug to deliver moisturised air via a face mask. Powered by 220V. mains electricity. Mask: oxygen (diluter type) adult Mask: oxygen (diluter type) paediatric 2 years (excluding deliberate or accidental damage).
5.	Oxygen bull nose regulator with flow meter		Controls the pressure at which oxygen is released from a cylinder, and also permits the flow rate of the released oxygen to be adjusted to clinical needs. Connects directly to an oxygen cylinder, has connection point for oxygen mask or tubing. The regulator has a standard bullnose fitting for connection to common sizes of oxygen cylinder. The regulator has a pre-set delivery pressure. An oxygen mask can be connected directly to the output of the flowmeter. Alternately, a length of oxygen tubing can be connected to the flowmeter, for a longer reach. The flowmeter can be set to the required litres per minute. 5 years on needle valve, 10 years on valve body and flowmeter (excluding deliberate or accidental damage).
6.	Oxygen humidifier		Polycarbonate Jar, ABS lid 400ml / 4PSI 300ml / 6PSI
7.	Resuscitator, infant, manual, PEEP valve		For assisted ventilation of a collapsed infant patient. to ventilate premature neonates and infants, <4kg. Can be operated with single hand. Self-re-expanding bag. Inlet for supplementary oxygen. Clear face masks. Can be used with PEEP valve, which has adjustable pressure. Mask sizes 00,0 and 1 to be supplied with infant resuscitator. Supplied in a soft carrying case made of durable, washable material with appropriate carrying straps. 2 year supplier warranty
8.	Resuscitator, child, manual, PEEP valve		For assisted ventilation of a collapsed child patient. Can be operated with single hand. Self-re-expanding bag. Inlet for supplementary oxygen. Clear face masks. Can be used with PEEP valve, which has adjustable pressure. Mask sizes 1, 2 and 3 to be supplied with child resuscitator. Supplied in a soft carrying case made of durable, washable material with appropriate carrying straps. 2 year supplier warranty
9.	Resuscitator, adult, manual, PEEP valve		For assisted ventilation of a collapsed adult patient. Can be operated with single hand. Self-re-expanding bag. Inlet for supplementary oxygen. Clear face masks. Can be used with PEEP valve, which has adjustable pressure. Mask sizes 4 and 5 to be supplied with adult resuscitator Supplied in a soft carrying case made of durable, washable material with appropriate carrying straps. 2 year supplier warranty

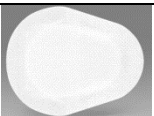
Basket 12	Suction machine: trolley type		Suction, mobile. To be used during resuscitation. For use in CHCs Suction device. Mains operated, with built-in re-chargeable battery and charger. 1 hour operation on full battery charge. Mounted on a mobile stand with 4 castor wheels, two lockable. Two receiver jars (2l each). Supplied with re-usable, autoclaveable suction tube and cannula. Filter: antibacterial. Must be serviced annually by supplier technical personnel. 2 years (excluding deliberate or accidental damage).
Basket 13	Suction machine: portable		Suction machine: portable. To be used during resuscitation. Suitable for PHC clinics. Mobile suction device. Mains operated, with built-in battery and charger. 1 hour operation on full; battery charge. One receiver jar (2l). Supplied with re-usable, autoclaveable suction tube and cannula. Filter: antibacterial. Suction tube and cannula must be cleaned and autoclaved after use. Receiver jar and lids autoclaveable. Replace hydrophobic bacterial filter after each use. 2 years (excluding deliberate or accidental damage).
10.	Tape: Broselow		A printed tape, showing recommended dosages of resuscitation drugs and defibrillation energy for use in infants, where the weight is unknown. Clear plastic storage pouch. Used in resuscitation settings. The tape is used to measure the length of the infant, and converts infant length into calculated weight, when there is no time to weigh the infant. The measured length on the tape will fall into a particular range. Each range is colour-coded, with subdivisions for larger or smaller infants within that length range. Each colour – coded zone has recommended dosages of resuscitation drugs and defibrillation energy for use in infants of the calculated weight.
11.	Tape: PAWPER and flipper chart		The Paediatric Advanced Weight Prediction in the Emergency Room (PAWPER) tape, is a paper printed tape, showing recommended dosages of resuscitation drugs and defibrillation energy for use in infants, where the weight is unknown. Used in resuscitation settings. The tape is used to measure the length of the infant, and converts infant length into calculated weight, when there is no time to weigh the infant. The measured length on the tape will fall into a particular range. Each range is colour-coded, with subdivisions for larger or smaller infants within that length range. Each colour – coded zone has recommended dosages of resuscitation drugs and defibrillation energy for use in infants of the calculated weight. These are shown on the accompanying flipper chart. The PAWPER tape formula for conversion of length to weight, has been shown in published studies to be more accurate than the Broselow Tape in the South African setting. Supplied as a set of four tapes and one flipper chart.

Basket 16	Ultrasound – gestational		Full digital Ultrasound scanner – power supply – AC 110V~130V, 220V~240V Probe: automatic identification – 2 probe connectors Gamma correction, histogram Automatic report generation Scanning angle adjustment USB 2.0 For real time picture uploading to PC Scanning mode – Convex/Linear/ Micro-convex Scanning depth – 240mm (max) Image permanent storage – 32 frames Image conversion – up/ down/ left/ right/ black/ white OB measurements – EDD, GA, FW (BPD, GS, CRL, HC, AC) Application – Abdominal, OB/GYN Dimensions – 353x15x253 Port – PAL-D video, USB 2.0 Training required by supplier
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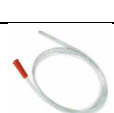
Number	Category 3 Item	Image	Specifications
Basket 11	AED replacement pads: adult		Replacement pads for Automatic External Defibrillator. Foil-packed in set of two; adult size. Discard after use. Has 2 year shelf life
Basket 11	AED replacement pads: Paediatric		Replacement pads for Automatic External Defibrillator. Foil-packed in set of two; paediatric size. Discard after use. Has 2 year shelf life
1.	Amniotomy hook		Smooth ABS plastic long handled hook – sterile, disposable For Artificial Rupture of membranes
2.	Buretrol set 150ml		Intravenous Solution Set with 150 ml burette (drip chamber filter valve) and 2 Luer activated valves 6 inch and 30 inch from male Luer lock adapter. Approximate 60 drops per ml. Approximate overall length 2.6 m. Set has tubing that is compatible with COLLEAGUE Series Volumetric Infusion Pumps and FLO-GARD 6201 and 6301 Series Volumetric Infusion Pumps
3.	Antibacterial filters: portable suction machine		Basket 13 Filter to prevent liquid being aspirated into the vacuum pump mechanism. Replace after each use.
4.	Antibacterial filters: trolley type suction machine		Basket 14 Filter to prevent liquid being aspirated into the vacuum pump mechanism. Replace after each use.
5.	Catheter Foley size 8F		Urinary catheter, Foley pattern, for draining the urinary system when patient's ability to urinate is restricted, or the patient is incontinent. Smooth PVC catheter, with round insertion end, funnel- shaped proximal end. Inflatable bulb when used as in-dwelling catheter. Sterile peel pack.
6.	Catheter Foley size 10F		Urinary catheter, Foley pattern, for draining the urinary system when patient's ability to urinate is restricted, or the patient is incontinent. Smooth PVC catheter, with round insertion end, funnel- shaped proximal end. Inflatable bulb when used as in-dwelling catheter. Sterile peel pack.
7.	Catheter Foley Size 12F		Urinary catheter, Foley pattern, for draining the urinary system when patient's ability to urinate is restricted, or the patient is incontinent. Smooth PVC catheter, with round insertion end, funnel- shaped proximal end. Inflatable bulb when used as in-dwelling catheter. Sterile peel pack.
8.	Catheter Foley Size 14F		Urinary catheter, Foley pattern, for draining the urinary system when patient's ability to urinate is restricted, or the patient is incontinent. Smooth PVC catheter, with round insertion end, funnel- shaped proximal end. Inflatable bulb when used as in-dwelling catheter. Sterile peel pack.

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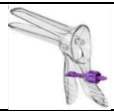
9.	Catheter Foley Size 16F		Urinary catheter, Foley pattern, for draining the urinary system when patient's ability to urinate is restricted, or the patient is incontinent. Smooth PVC catheter, with round insertion end, funnel- shaped proximal end. Inflatable bulb when used as in-dwelling catheter. Sterile peel pack.
10.	Catheter Foley Size 18F		Urinary catheter, Foley pattern, for draining the urinary system when patient's ability to urinate is restricted, or the patient is incontinent. Smooth PVC catheter, with round insertion end, funnel- shaped proximal end. Inflatable bulb when used as in-dwelling catheter. Sterile peel pack.
11.	Catheter: intrathoracic, silicone S20		Sterile single-use catheters for intrathoracic insertion. For drainage of haemo-pneumothorax Sterile single use Applicable Standards ISO 20697.
12.	Catheter: intrathoracic, silicon s24		Sterile single-use catheters for intrathoracic insertion. For drainage of haemo-pneumothorax Sterile single use Applicable Standards ISO 20697.
13.	Catheter: intrathoracic, silicone s 28		Sterile single-use catheters for intrathoracic insertion. For drainage of haemo-pneumothorax Sterile single use Applicable Standards ISO 20697.
14.	Catheter: intrathoracic, silicone s30		Sterile single-use catheters for intrathoracic insertion. For drainage of haemo-pneumothorax Sterile single use Applicable Standards ISO 20697.
15.	Catheter: intrathoracic, silicone s32		Sterile single-use catheters for intrathoracic insertion. For drainage of haemo-pneumothorax Sterile single use Applicable Standards ISO 20697.
16.	Drainage system: chest, underwater, adult		For providing an underwater seal to an intrathoracic drain Device consisting of: A sterile clear drainage bottle, with a graduated scale to measure volume of fluid drained. A locking non-leak capWith inlet and outlet For providing an underwater seal to an intrathoracic drain. The inlet is below the level of the water in the bottle; acts as a one-way valve for air or fluid in the intrapleural space.
17.	Drapes; disposable		45cm x 66cm Disposable; barrier towel drapes (tissue-Poly-tissue) - for delivery pack

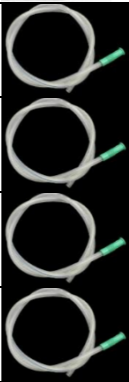
18.	Endotracheal tube: uncuffed 2.0mm		Uncuffed endotracheal tube, PVC reinforced with metal spiral. Securing of airway for ventilation purposes, usually in paediatric patients. Atraumatic, non-kinking. 15 mm outer diameter connector. Individual sterile peel pack. Uncuffed sizes: 2.0mm Applicable Standards ISO 5361:2016.
19.	Endotracheal tube: uncuffed 2.5mm		Uncuffed endotracheal tube, PVC reinforced with metal spiral. Securing of airway for ventilation purposes, usually in paediatric patients. Atraumatic, non-kinking. 15 mm outer diameter connector. Individual sterile peel pack. Uncuffed sizes: 2.5mm Applicable Standards ISO 5361:2016.
20.	Endotracheal tube: uncuffed 4.5mm		Uncuffed endotracheal tube, PVC reinforced with metal spiral. Securing of airway for ventilation purposes, usually in paediatric patients. Atraumatic, non-kinking. 15 mm outer diameter connector. Individual sterile peel pack. Uncuffed sizes: 4.5mm Applicable Standards ISO 5361:2016.
21.	Eye pad, sterile		Sterile, single peel pack. Non-woven; adhesive plaster dressing; oval shape
22.	Eye patch: disposable		For occlusion of eye during after injury or treatment. Disposable plastic eye patch, with adjustable elastic headband.
23.	Gauze: absorbent, Type 1, sterile, peel pack (5 swabs)		Swabs, gauze, absorbent, type 1, bleached, sterile X –Ray detectable, 12 ply, 1x5 swabs Size: 100 mm x 100 mm Sterile peel pack. Wound and burn cleaning and dressing. Applicable Standards SANS 446.
24.	Gauze: paraffin, 100X100 (box of 10)		Dressing, paraffin gauze, BP., 10 dressings 100mm x 100mm Sterile, individually packed For burns and skin graft dressing.
25.	Gloves; latex: sterile size 6 or 6,5 or small (50 per box)		Surgical, sterile, type 2 latex, single use, powder free, sans 68, size: 6 and 6.5 Peel packed in pairs, easy donning, individual pairs (1 left + 1 right) of gloves folded packed in paper wallet, paper wallet packed in paper pouch and sealed from all sides, inner package size marked designation “left” or “l” or “right” or “r” on package, 50 pairs per box of 100.
26.	Gloves; latex: sterile size 7 or 7,5 or medium (box)		Surgical, sterile, type 2 latex, single use, powder free, sans 68, size: 7; 7.5; Peel packed in pairs, easy donning, individual pairs (1 left + 1 right) of gloves folded packed in paper wallet, paper wallet packed in paper pouch and sealed from all sides, inner package size marked designation “left” or “l” or “right” or “r” on package, 50 pairs per box of 100.

27.	Gloves; latex: sterile size 8 Large(box)		Surgical, sterile, type 2 latex, single use, powder free, sans 68, size: 8 Peel packed in pairs, easy donning, individual pairs (1 left + 1 right) of gloves folded packed in paper wallet, paper wallet packed in paper pouch and sealed from all sides, inner package size marked designation "left" or "l" or "right" or "r" on package, 50 pairs per box of 100.
28.	Gloves; latex free: sterile size 6 or 6,5 or small (box)		Surgical, sterile, type 2 latex, single use, powder free, sans 68, size: 6 and 6.5 Peel packed in pairs, easy donning, individual pairs (1 left + 1 right) of gloves folded packed in paper wallet, paper wallet packed in paper pouch and sealed from all sides, inner package size marked designation "left" or "l" or "right" or "r" on package, 50 pairs per box of 100.
29.	Gloves; latex free: sterile size 7 or 7,5 or medium (box)		Surgical, sterile, type 2 latex, single use, powder free, sans 68, size: 7; 7.5; Peel packed in pairs, easy donning, individual pairs (1 left + 1 right) of gloves folded packed in paper wallet, paper wallet packed in paper pouch and sealed from all sides, inner package size marked designation "left" or "l" or "right" or "r" on package, 50 pairs per box of 100.
30.	Gloves; latex free: sterile size 8 Large(box)		Surgical, sterile, type 2 latex, single use, powder free, sans 68, size: 8 Peel packed in pairs, easy donning, individual pairs (1 left + 1 right) of gloves folded packed in paper wallet, paper wallet packed in paper pouch and sealed from all sides, inner package size marked designation "left" or "l" or "right" or "r" on package, 50 pairs per box of 100.
31.	Goggles		Eye protection. Clear shatter-proof lenses, to protect healthcare worker's eyes from contamination by blood or other biological material. May be worn alone, or over spectacles. Adjustable temples. Re-usable.
Basket 5	Haemogloin test strips		To match Haemoglobin machine
Basket 6	HBA1C test strips		To match HBA1C machine
Basket 7	INR test strips		To match INR machine
32.	Inadine 5cmx5cm		Indicated for prophylaxis and treatment of infections in minor burns, leg ulcer and infected ulcerative wounds Knitted viscose fabric impreganated with a polyethelene glycol base containing 10% povidine-iodine. Is a low adherent wound contact material. Water soluble and easily removed from skin and wound surface Size: 5cmx5cm
33.	Inadine 9.5cmx9.5cm		Indicated for prophylaxis and treatment of infections in minor burns, leg ulcer and infected ulcerative woundsKnitted viscose fabric impreganated with a polyethelene glycol base containing 10% povidine-iodine. Is a low adherent wound contact material. Water soluble and easily removed from skin and wound surface Size: 9.5cm x 9.5cm
34.	Intrasite gel 25gm		Gel based wound care dressing

			Provides a moist wound healing environment Helps remove dead tissue from wound bed in healing process For lightly exuding or granulating wounds
35.	Intravenous cannula 22G: winged (Butterfly)		“Butterfly” cannula, with attached plastic wings for fixation. Female Luer-type port. Individually packed. Sterile. 22G Primarily used for scalp vein access in very small children. Applicable Standards SANS 305 :2011.
36.	Laryngeal mask		Supraglottic airway tube that connects to an elliptical mask No inflation of cuff required. Silicone airway; Size: 3 Applicable Standards ISO 11712:2009.
37.	Laryngeal mask		Supraglottic airway tube that connects to an elliptical mask No inflation of cuff required. Silicone airway; Size: 4 (50-90kg)
38.	Laryngeal mask		Supraglottic airway tube that connects to an elliptical mask No inflation of cuff required. Silicone airway; Size:5 (90kg+)
39.	Linen savers		Linen Savers 510mm x 650mm - Singles (Box)
40.	Nasogastric tube: 6FG		Smooth PVC catheter, with round insertion end, funnel- shaped proximal end. Sterile peel pack. UseFor draining the gastric system in obstruction, or direct feeding when patient cannot swallow. Size FG6; 400mm – 600mm
41.	Nasogastric tube: 8FG		Smooth PVC catheter, with round insertion end, funnel- shaped proximal end. Sterile peel pack. UseFor draining the gastric system in obstruction, or direct feeding when patient cannot swallow. Size FG8; 400mm – 600mm
42.	Nasogastric tube: 10FG		Smooth PVC catheter, with round insertion end, funnel- shaped proximal end. Sterile peel pack. UseFor draining the gastric system in obstruction, or direct feeding when patient cannot swallow. Sizes FG10; 800mm - 1000mm
43.	Nasogastric tube: 12FG		Smooth PVC catheter, with round insertion end, funnel- shaped proximal end. Sterile peel pack. UseFor draining the gastric system in obstruction, or direct feeding when patient cannot swallow. Sizes FG12; 800mm - 1000mm
44.	Needles: Hypodermic, Dental		Administration of local anaesthetic.

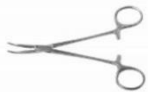
			Needle, hypodermic: disposable, silicone coated, plastic hub with universal thread, sterile. 27G long: 0,4 x38 mm, 27 gauge long, Lancet bevel point, Box of 100. Applicable Standards SANS 1188:1978.
45.	Needles: Hypodermic, Dental		Needle, hypodermic: disposable, silicone coated, plastic hub with universal thread, sterile. 30G short: 0,3 x 25 mm, 30 gauge short, Lancet bevel point, Box of 100
Basket 10	Peak Flow Meter: mouth-piece, disposable		Non-plastic tube (waxed card) which is inserted into mouth-piece end of the Peak Flow Meter. To prevent direct contact between mouth and instrument in a multi-patient environment. Must fit Peak flow meter – Category 1 Item 22
Basket 8	Pulse oximeter: adult probes		Probes to fit Pulse oximeter – clips on to finger To match Category 1 item 24
Basket 9	Pulse oximeter: paediatric probes		Paediatric probes (wrap around infants big toe of finger) to fit Pulse oximeter. To match Category 1 item 25
46.	Sanitary towels: maternity		Larger size sanitary towels. Pack. Post-delivery haemorrhage and discharge.
47.	Sheath: incontinence		Latex-free penile sheath. Size:25mm
48.	Sheath: incontinence		Latex-free penile sheath. Size: 30mm
49.	Sheath: incontinence		Latex-free penile sheath. Size: 35mm
50.	Skin traction kit		A complete kit for applying traction to a lower limb. adult A foot plate is attached to the skin of the lower limb, with a fabric strip impregnated with a pressuresensitive adhesive. Adhesion is reinforced by applying a conformable elastic bandage over the strip. Traction is applied to the foot-plate.
51.	Skin traction kit		complete kit for applying traction to a lower limb. child A foot plate is attached to the skin of the lower limb, with a fabric strip impregnated with a pressuresensitive adhesive. Adhesion is reinforced by applying a conformable elastic bandage over the strip. Traction is applied to the foot-plate.
52.	Speculum, Cusco, vaginal, disposable size small (Box of 100)		Duck bill shaped; acrylicplastic; disposable Small 100 mm length
53.	Speculum, Cusco, vaginal, disposable size medium (Box of 100)		Duck bill shaped; acrylic plastic; disposable Medium 110mm length

54.	Speculum, Cusco, vaginal, disposable size large (Box of 100)		Duck bill shaped; acrylic plastic; disposable Large 120mm length
55.	Sterilisation: Helix test kit and strips		The Helix test kit consists of a long, hollow, catheter-like vessel, into which a test strip is placed. The autoclave is then run on a Helix cycle This test assesses the steam's ability to penetrate deep hollow instruments. Lack of a colour change on the test strip means a failure of the test.
56.	Sterilisation; Bowie-Dick test packs		Standardised packs to test the efficacy of steam sterilisation in an autoclave. This test assesses the steam's ability to penetrate deep hollow instruments. Lack of a colour change on the test strip means a failure of the test.
57.	Stockinette; 100mm		For securing dressings over upper extremities. Very light compression. Bandage, tubular, orthopaedic, knitted, cotton-type, stockinette, unbleached Size: width: 100mm, 25m roll Individually boxed. Applicable Standards SANS 925.
58.	Stockinette; 150mm		For securing dressings over upper extremities. Very light compression. Bandage, tubular, orthopaedic, knitted, cotton-type, stockinette, unbleached Size: width: 150mm, 25m roll Individually boxed.
59.	Suture: chromic, 0/0		Gauge 0/0, 75cm length– for ligation, 12 per box. To comply with the latest issue of SANS 494-1, Colour Code on the Label- Yellow
60.	Suture: chromic, 1/0		Gauge 1/0, 75cm length– for ligation, 12 per box. To comply with the latest issue of SANS 494-1, Colour Code on the Label- Yellow
61.	Suture: chromic, 1/2		Gauge 1/2, 75cm length– for ligation, 12 per box. To comply with the latest issue of SANS 494-1, Colour Code on the Label- Yellow
62.	Suture: sterile, nylon,		Gauge 2/0, needle 3/8 circle, reverse 45 cm – 12 per box Swaged needles with suturing thread. Applicable Standards SANS 494-1:2011.
63.	Suture: sterile, nylon,		Gauge 3/0, needle 3/8 circle length: 45cm – 12 per box Swaged needles with suturing thread. Applicable Standards SANS 494-1:2011.
64.	Suture: sterile, nylon,		Gauge 4/0, needle 3/8 circle length 45cm – 12 per box Swaged needles with suturing thread.

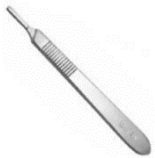
			Applicable Standards SANS 494-1:2011.
65.	Tampon: vaginal		Tampon, vaginal, autoclavable Absorbent cotton wool with gauze made into a tube. Cotton wool to comply with the latest issue of SANS 228 Absorbent cotton gauze to comply with the latest issue of SANS 446 Compliance certificate to be submitted with bid. Each.
66.	Tape for endotracheal tube		1 cm wide; 100% cotton; bleached twill tape on a roll (30meters)
67.	Tube: stomach washout; 24FG		Large-bore oro-gastric tubes. Sizes: 24F Used for rapid evacuation of stomach contents and lavage of stomach.
68.	Tube: stomach washout; 26FG		Large-bore oro-gastric tubes. Sizes: 26F Used for rapid evacuation of stomach contents and lavage of stomach
69.	Tube: stomach washout; 28FG		Large-bore oro-gastric tubes. Sizes: 28F Used for rapid evacuation of stomach contents and lavage of stomach
70.	Tube: stomach washout; 30FG		Large-bore oro-gastric tubes. Sizes: 30F Used for rapid evacuation of stomach contents and lavage of stomach
71.	Ulcer 3 dressings		Hydrocolloid dressing for pressure sores
72.	Ultrasound		Tube of gel for use in ultrasonography. Non-sterile; medium viscosity Improves contact between ultrasound probe and skin, and therefore transmission of ultrasound. Applicable Standards Aqueous. Hypoallergenic. Bacteriostatic.
Basket 16	Ultrasound probes and connections for ultrasound		Phased array system with minimum 1000 electronic independent channels. 256 Grey shades for sharp contrast resolution. Real time high frequency 2D for high resolution To match Category 1 item 8
73.	Urine specimen collection bag (boys)		200ml(sterile). Medical grade PE, adhesive paper and sponge- Easily applicable using the peel able adhesive backing- for single use only. BOY
74.	Urine specimen collection bag (girls)		200ml(sterile). Medical grade PE, adhesive paper and sponge- Easily applicable using the peel able adhesive backing- for single use only. GIRL

Category 4.

No	Item	Image	Specifications
1.	Basin, medium stainless steel		Bowl; with rim surgical Stainless steel. Dimensions 450mm in diameter and 100mm high medium; autoclavable 15-year service life
2.	Bowl, large stainless steel		Bowl; with rim; surgical stainless steel. Dimensions 350mm in diameter and 60mm high Large; autoclavable 15-year service life
3.	Bowl: Small Gallipot		Gallipot/lotion bowl; with rim Diameter approximately 200mm. Stainless steel. Autoclaveable. 15-year service life.
4.	Drip stand; mobile: 2 hook		stainless steel with 2 hangar hooks and weighted or unweighted bottom. consists of a 5-star counter-weighted plastic base with 5 x castors with a 25 mm diameter pillar and a height adjustable 304 grade stainless steel top pole of 19 mm.
5.	Drip stand; mobile: 4 hook		stainless steel with 4 hangar hooks and weighted or unweighted bottom. consists of a 5-star counter-weighted plastic base with 5 x castors with a 25 mm diameter pillar and a height adjustable 304 grade stainless steel top pole of 19 mm.
6.	Bucket for kick-about Basket 19		For convenient temporary disposal of medical waste, during procedures. Stainless steel bucket with lid, to match item 7
7.	Kick about Basket 19		Kick-about for bucket to match item 6 For convenient temporary disposal of medical waste, during procedures. Castor-mounted kick-about stand. Supplier Warranty 2 years (excluding deliberate or accidental damage).
8.	Forceps, artery curved		Forceps, artery, Kocher; curved Flat, box joint Surgical Stainless steel. Medium-sized locking forceps, with curved jaws. Ratcheting locks. Finger rings both shanks. Length: 200 mm

			Autoclavable 2 year warranty
9.	Forceps: artery, straight		Forceps, artery, Kocher; Straight, Flat box joint; Surgical Stainless steel. Medium-sized locking forceps, with curved jaws. Ratcheting locks. Finger rings both shanks. Length: 200mm. Autoclaveable. 2 Year warranty
10.	Forceps: mosquito, curved		Forceps, artery, Halsted-mosquito. Curved, box joint. Fine tip. Surgical Stainless steel. Length: 125mm. Autoclaveable. Small locking forceps, to secure haemostasis in small-vessel bleeds; curved jaws. Ratcheting locks. Finger-rings both shanks.
11.	Forceps: mosquito, straight		Forceps, artery, Halsted-mosquito. Straight, box joint. Surgical Stainless steel. Length: 125mm. Autoclaveable. Small locking forceps, to secure haemostasis in small-vessel bleeds; straight jaws. Ratcheting locks. Finger-rings both shanks.
12.	Forceps: non-toothed		Forceps, dissecting/dressing. Standard pattern. Block joint. Non-toothed serrated jaws. Grip with transverse grooves. Surgical Stainless steel. Length: 180mm. Autoclaveable. 2 year warranty
13.	Forceps: toothed		Dissecting forceps, toothed. Bonney pattern. Block joint. Serrated jaws, 1 x 2 teeth. Roughened handle. Surgical Stainless steel with matte finish. Length: 180mm.

			Autoclaveable. 2 year warranty
14.	Forceps: Swab holder		Forceps, sponge/gauze pad holding; Rampley. Straight, box joint. Serrated jaws with ratcheting lock Surgical Stainless steel. Length: 180mm. Autoclaveable. Forceps with two looped jaws, designed to hold surgical sponges securely.. Finger-rings both shanks.
15.	Introducer (intubation stylet): adult		Size: Adult -To fit Endotracheal tube size 6.5-11.0mm. Length:340mm-365mm. Manufactured from low friction atraumatic outer coating around a malleable aluminium core. Soft atraumatic tip, U-bend or other mechanism at proximal end to limit depth. Latex free. Clinically clean packaging. Individually packed in peel pouch.
16.	Introducer (intubation stylet): child		Size: Paediatric -To fit Endotracheal tube size 4.0-4.5mm. Length: 275 mm. Manufactured from low friction atraumatic outer coating around a malleable aluminium core. Soft atraumatic tip, U-bend or other mechanism at proximal end to limit depth. Latex free. Clinically clean packaging. Individually packed in peel pouch.
17.	Kidney dish: large, stainless steel		Dimensions approximately: Large: approx 250x130x40mm Stainless steel. Autoclaveable. 15-year service life.
18.	Kidney dish: small stainless steel		Dimensions approximately: Small: approx 150x90x32mm. Stainless steel. Autoclaveable. 15-year service life.
19.	Magill forceps: adult		Forceps, endotracheal, Magill's. Serrated, fenestrated jaws, screw joint. Surgical Stainless steel with matte finish. Length: 240mm. Autoclaveable 2 year warranty
20.	Magill forceps: paediatric		Forceps, endotracheal, Magill's. Serrated, fenestrated jaws, screw joint. Surgical Stainless steel with matte finish. Length: 200mm. Autoclaveable 2 year warranty

21.	Needle holder		Needle holder, Mayo-Hegar. Box joint. Stainless steel. Length: 150mm. Autoclaveable. 2 year warranty Medium-sized universal-pattern needle holder. Ratcheting lock. Tungsten carbide inserts in the jaws, for long life. Finger-ring on both shanks.
22.	Scalpel handle: long, No. 3		Scalpel handle. Type: Long, No: 3. Scalpel Handle – must be compatible with blades number: RT 252-01-005ME, RT 252-01-006 ME, RT252-01-007 ME AND RT 252-01-008 ME. Autoclaveable.
23.	Scalpel handle: short No3		Short, No: 3 Scalpel Handle – must be compatible with blades number: Autoclavable, Applicable standards: ISO900101 & ISO13485. 15 years service time
24.	Scissors, episiotomy, Stainless steel.		Scissors; Surgical Stainless steel; Braun-Stadler. Angled to side. Blunt/blunt blades. Medium-size scissors. Strong blades, both blunt Length: 150mm. Autoclaveable.. 10-year service life.
25.	Scissors, umbilical. Stainless steel		Scissors, umbilical. Screw joint. Surgical Stainless steel. Autoclavable. Blunt/blunt blades; wide, flat, curved blades. Length: 120mm. 10-year service life
26.	Scissors: dissecting		Dissecting scissors. McIndoe/Metzenbaum pattern. Surgical Stainless steel. Screw joint, double straight shanks. Finger-ring shanks. Both blades blunt. Curved on flat. For intra-oral dissection Length 180mm. Autoclaveable.
27.	Scissors: splinting stainless steel		Heavy duty scissors. Slight curve to the blades. Must be able to cut warm thermoplastics cleanly Blades: 8.2cm in length. 10-degree tapered blade

			For removal of heavy bandages and plaster of paris casts
28.	Scissors: stitch		Scissors, suture, Heath. Screw joint, double straight shanks; Medium-sized handles, but small sharp blades, for insertion into suture before cutting. Finger-ring shanks. Length: 150mm. Autoclaveable. Surgical Stainless steel, matte finish
29.	Stitch tray: small plastic (autoclave safe)		Perforated tray with lid, minimum dimensions 26X12X6cm. Autoclaveable plastic
30.	Stitch tray: small stainless steel		Perforated tray with lid, minimum dimensions 26X12X6cm. Stainless steel. Autoclaveable.
31.	Small Stich Pack		The tray to consist of a small stitch tray fitted with the following items: Stitch scissor x 1 Toothed Forcep x1 Non – toothed Forcep x1 BP Handle size x1; to fit accompanying blades Mosquito straight x 2 Mosquito curved x2 Artery forceps straight x2 Artery forceps curved x2 Needle holder x1 Swab holder x1
32.	Syringe: dental		Syringe, cartridge: Aspirating, 1.8 ml Carpule, SL 33 needle attachment with short cartridge pick, No SL18 C, double claw plunge. Stainless steel For infiltration of local anaesthetic in surgery and oral health. Autoclavable
33.	Tongue depressor		Metal; stainless steel
34.	females, bedpan		Receptacles for urine collection. Plastic Standard bedpans are provided for use by females. 2 years (excluding deliberate or accidental damage).
35.	Urinal: males,		Receptacles for urine collection. plastic 2 years (excluding deliberate or accidental damage).

No.	CATEGORY 5 Item	Image	Specifications
1.	Autoclave, automatic: tabletop		Suitable for a larger clinic and/ or CDC A medium-sized tabletop automatic autoclave. The autoclave operates on the following general cycle: while water is being heated into steam, air is sucked out of the sterilisation chamber. Steam is then introduced into the chamber under pressure (to keep the temperature above boiling point). The steam penetrates textiles and wrappings because of the alternating vacuum and pressure. As steam condenses, it forms moisture and gives off heat, which is very effective at heat transfer to the objects to be sterilised. The temperature and pressure are maintained for a pre-determined period. Thereafter, the steam is released, and there is a drying (and cooling) cycle. The cycles vary in time and temperature, depending on the load to be sterilised. A display panel shows temperature, pressure, type of cycle, stage of cycle, and any alarm conditions. TECHNICAL SPECIFICATIONS Pre-set programmes for the following: Wrapped dry goods (Linen, Gowns) – 134°C Wrapped or pouched hard goods (Instruments – solid and hollow) – 134°C Unwrapped hard goods – 134°C Plastics – 105°C. Fluids or rubber goods – 121°C Flash cycle – 134°C Porous items. Alarms for all types of malfunction: temperature, pressure, water supply, interrupted cycle. The autoclave can store the data for the last 20 cycles. The data can be downloaded to a computer for review or filing. Accessories or Related Consumables: Spare door seal. Perforated sterilising trays (at least three), long enough to house maternity instruments. Bowie-Dick test pack of strips Helix test kit with pack of strips. Maintenance: Autoclave supplied with a full maintenance contract, for 5 years.

			Supplier will provide a schedule of preventative and planned maintenance Supplier Warranty: 2 year guarantee (excluding deliberate or accidental damage) Vacuum pump guaranteed for 5 years Heating elements guaranteed for 10 years Training required.
2.	Examination light: ceiling mounted		The unit is used to illuminate parts of the patient, during clinical examination. For use where a wallmounted unit cannot be used. The unit can be positioned according to clinical need, and will maintain the desired position. 5 years on all components.
3.	Examination light: mobile, without battery		Examination light on castors without battery. Provides directional concentrated light for clinical examinations. Bright LED light head. Can be adjusted for optimal lighting position. On a tilt-resistant base, with castors. 3meter power cord. 5 years including LED light (excluding deliberate or accidental damage).
4.	Examination light: Wall mounted		The unit is used to illuminate parts of the patient, during clinical examination or procedures. Wall-mounted. Must be mounted on the wall behind the examination couch, towards the head end of the couch. The unit can be positioned according to clinical need, and will maintain the desired position. 5 years on all components.
5.	Examination light: headlamp		A lightweight battery-operated light, worn on the forehead. Useful for hands-free illumination of an area of interest, during a clinical examination or simple procedure, or when mains power is unavailable. Note: this is not a surgical headlamp The lightweight lamp is mounted on an adjustable headband. The lamp is adjustable for tilt. Easy-access on-off switch on the lamp unit. Easy-access focusing ring on the lamp, to narrow or widen the beam of light.
6.	Bassinet, complete		For safe examination of an infant. Steel frame; transparent plastic bassinet; complete with mattress. Castor-mounted. Mattress: thickness approximately 50mm. Mattress cover is waterproof and air-permeable.

7.	Examination couch: 2 piece(Head can be raised)		To be used for physical examination of patients. Two-piece design. Head part can be raised up to 60 degrees above horizontal. Padded upper surface, covered in waterproof, dark-coloured washable fabric. Epoxy powder-coated Mild steel frame. Rubber ferrules on feet.
8.	Examination couch: portable		Folding examination couch, modular, height adjustable, with removable head and arm rests in a canvas bag. Do not exceed maximum carrying capacity. Standard cleaning and disinfection. Supplier Warranty 3 years (excluding deliberate or accidental damage).
9.	Floor polisher, scrubber and buffer		Heavy-duty electric single rotary disc machine. The weight of the machine is sufficient to ensure a thorough cleaning and scrubbing action. Different discs for polishing, scrubbing or removing old sealants. Round brush attachment for scrubbing Black Pads for scrubbing Red Pad for buffing
10	Wet floor' sign		to warn staff. patients and visitors that floors are wet to minimize the risk of falls Yellow; plastic with black lettering and red signage
11	Buckets (Heavy duty-plastic) colour yellow, 12.5 liters		Heavy duty-plastic) colour YELLOW, 12.5 liters
12	Buckets (Heavy duty-plastic) colour red, 12.5 litres		Heavy duty-plastic) colour RED, 12.5 litres
13	Buckets (Heavy duty-plastic) colour blue, 12.5 liters		Heavy duty-plastic) colour BLUE, 12.5 liters
14	Buckets (Heavy duty-plastic) colour green, 12.5 liters		(Heavy duty-plastic) colour GREEN, 12.5 liters

15	Foot stool, 2-step.		To facilitate patient's access to the examination couch. Robust, reinforced 2-step all-metal stool. White epoxy-coated tubular frame. Non-scratch rubber ferrules on legs. Non-slip chequered surface on steps. All sharp edges are enclosed in a smooth metal band around each step.
16	Room thermometers: electronic		Used to monitor room temperature Digital data logger. Water-resistant. Life expectancy of 5 years. Continuous temp monitoring Operating range: -20 °C to 40 °C The instrument records the minimum and maximum temperatures in a room, over the preceding period. The period is reset, once a daily reading has been noted. In the case of a week-end, the maximum and minimum recorded temperatures will have been recorded since the Friday. Battery-operated, batteries need to be replaced at least annually.
Basket 18	Lin bin: white plastic 30cm x 24cm		375x210x180
Basket 18	Lin bin: white plastic 30cm x 37.5cm		280x140x130
Basket 18	Lin bin bracket		Steel bracket to be fixed to wall. Bracket to be fixed with steel screws and plastic plugs.
17	Mop and bucket system red and blue buckets with wringer		Two-way bucket system for mopping A double bucket, colour coded, blue for clean and red for used water mounted on a trolley
18	Cabinet: scheduled drugs, wall-mounted		For secure storage of scheduled drugs. Mild steel with epoxy/nylon powder-coated finish. At least one internal shelf. 2 keys Mounted on wall; metal screws and plastic plugs NOTE: The cabinet must not be marked "Poison" .

19	Steel Cabinet: keys , wall-mounted		Mounted on wall; metal screws and plastic plugs Mild steel with epoxy/nylon powder-coated finish. Can house 100 keys
20	Stool: height-adjustable, with backrest		Anaesthetist stool; used during intubation and other emergency procedures All-metal stool, height-adjustable by rotating seat, which is mounted on a robust threaded rod. Round metal seat – smooth unpainted aluminium. Castor-mounted. Supplier Warranty 2 years.
21	Steriliser: Instruments, desktop		Desktop instrument sterilising autoclave. For smaller PHC facilities. 22l capacity. Can autoclave solid, porous, hollow, packed and unpacked items. Prion cycle available. Simple 2-step start. Automatic stop at end of cycle. Does not affect the temper of steel instruments. Negative pressure drying cycle. Self-test, checks water quality. Accessories or Related Consumables: Spare door seal. Perforated sterilising trays (at least three), long enough to house maternity instruments. Supplier Warranty - 5 years complete service and maintenance contract. Bowie-Dick packs of test strips Helix test kit with pack of strips.
22	Trolley: emergency; with drawers		For use in emergencies and resuscitations. has able to contain all of the essential resuscitation equipment and drugs on board. Mobile; With drawers; Mounted on 4 heavy duty swivel castors 125 mm diameter, the two front castors with foot brakes and toe release mechanism Dedicated space or attachments for all equipment and consumables required in an emergency. Cardiac board, drugs insert, laryngoscope and ET tube insert. Half-height plastic bins for syringes and needles.

23	Trolley, medicine		Cabinet: medicine, mobile Mobile medicine trolley, in ABS plastic. Flat top surface; suitable for writing and dispensing. Multiple drawers with dividers (4- 6 drawers) Two large storage drawers, no dividers. Drawers must have smooth, durable sliding mechanism with stop to prevent total extraction of drawer. Approximate dimensions: Height: 950 mm Width: 750 mm Depth: 500 mm. Mounted on 4 heavy duty swivel castors 125 mm diameter, the two front castors with foot brakes and toe release mechanism. Materials which are easily cleaned and of lasting finish, and low noise generating
24	Trolley: for 10.2kg gas cylinder		To be used for moving a standard 10.2 kg oxygen cylinder. Trolley frame: mild steel; epoxy coated. Steel arms (on frame) to secure cylinder with steel base plate. Height: 780mm Trolley on wheels. Stable in vertical position. Supplier Warranty 2 years (excluding deliberate or accidental damage)
25	Trolley: medical dressing, large		General purpose medical dressing trolley. Stainless steel trolley, with two open shelves. Guard rails around shelves. On 4 castors.
26	Trolley: medical dressing, medium		General purpose medical dressing trolley. Stainless steel, with two open stainless steel shelves. No guard rails. On 4 castors.
27	Trolley: medical dressing, small		General purpose medical dressing trolley. Mild steel trolley, with two open stainless steel shelves. Guard rails around shelves. On castors.
28	Trolley, Janitor		The trolley holds a large refuse bag kept in the open position on the frame by a retainer. There is a sealing lid over the mouth of the bag, to prevent spillage and odours escaping. Alongside the receptacle are three shelves. The top shelf is sunken, to accommodate spray bottles and other containers. The middle and lower shelves are enclosed by a rail on all sides, and house cloths and brushes.

			The free edge of the top shelf has hooks or snap holders, into which mop handles can be secured when the unit is moving. Space for three mops (or mop/broom combinations). The floor of the trolley extends beyond the shelves, to provide a support for two heavy-duty buckets. The trolley is castor-mounted for easy movement into and out of rooms.
29	Trolley: soiled linen, complete		For removal of soiled linen. The trolley holds a large woven polyester linen bag. castor-mounted (4 castors) for easy movement Replaceable, washable polyester bag, with draw cord. Supplier Warranty 2 years on all components (excluding deliberate or accidental damage).
30	Weight; 2000grams		Stainless steel (non magnetic) or chrome 2kg 2000g, 6 cm in diameter/ 10 cm tall. For scale calibration
31	Wheelchair: Basic folding-frame; standard back		Capable of being folded for transporting. Weight capacity 120 kg. Features: Patient propelled. Swinging, detachable footrests. Detachable full length arm rests. Epoxy coated robust wheelchair frame Individual (adjustable) brakes for rear wheels. The front wheels of the wheelchair to be not less than 150mm. Seat width of approximately 41mm wide. A clamp-on drip rod to be mounted on the back of the wheelchair. Weight of chair not to exceed 24kg; with rubber castors Supplier Warranty 2 years (excluding deliberate or accidental damage).
32	X-Ray viewing box		Viewer box for single full-size x-ray film. External dimensions (length × width × thickness): 470x545x40; Film-viewing area (length × width, mm): 360x440; Power supply: Voltage: AC 90V – 240V; average luminance: 900lux ~ 13000lux; Film-clamping device: cylindrical oblique compression-type film-clamping device

CATEGORY 6: LINEN**LocalContent applicable for this category**

1	Examination room: curtains with tape	each		Washable fabric Size135cm x 250 cm Poly-cotton in plain pastel colours
2	Examination couch: disposable sheets.	each		Non-woven fabric 90cm X 200cm

3	Examination couch: fitted sheets Durable, washable -	each		205cm x 90cm with elasticated corners Poly cotton in plain pastel colours
4	Disposable patient gown	each		One size fits all
5 a	Durable, washable patient gown	each		Poly cotton in plain pastel colours Medium
5 b	Durable, washable patient gown	each		Poly cotton in plain pastel colours Large
5 c	Durable, washable patient gown	each		Poly cotton in plain pastel colours X large
6	Pillow cases Standard	each		Durable, washable poly cotton - in plain pastel colours 45cm X 70cm
7	Pillows	each		Hypoallergenic; Standard size with plastic cover
8	Flat sheet	each		200 cm x 91 cm poly cotton
9	Drawer sheet	each		100% Cotton sheeting; 100cm X 180 cm in white

11. TRADE NAMES OR PROPRIETARY PRODUCTS

Bid specifications may not make any reference to any particular trade mark, name, patent, design, type, specific origin or producer, unless there is no other sufficiently precise or intelligible way of describing the characteristics of the work, in which case such reference must be accompanied by the words “or equivalent”.

TENDERERS MUST NOTE THAT WHEREVER THIS DOCUMENT REFERS TO ANY PARTICULAR TRADE MARK, NAME, PATENT, DESIGN, TYPE, SPECIFIC ORIGIN OR PRODUCER, SUCH REFERENCE SHALL BE DEEMED TO BE ACCOMPANIED BY THE WORDS ‘OR EQUIVALENT’

12. EMPLOYMENT OF SECURITY PERSONNEL

All security staff employed by the supplier on behalf of the CCT or at any CCT property must be registered with Private Security Industry Regulatory Authority (PSiRA). Proof of such registration must be made available to the CCT’s agent upon request.

13. FORMS FOR CONTRACT ADMINISTRATION

The supplier shall complete, sign and submit with each invoice, the following:

- a) Monthly Project Labour Report (**Annex 3**).
- b) B-BBEE Sub-Contract Expenditure Report (**Annex 4**).
- c) Joint Venture Expenditure Report (**Annex 5**).

The Monthly Project Labour Report must include details of all labour (including that of sub-contractors) that are South African citizens earning less than R350.00 per day, as adjusted from time to time (excluding any benefits), who are employed on a temporary or contract basis on this contract in the month in question.

In addition to the Monthly Project Labour Report the Supplier shall simultaneously furnish the CCT’s Agent with copies of the employment contracts entered into with such labour, together with certified copies of identification documents, proof of attendance in the form of attendance register or timesheets as well as evidence of payments to such labour in the form of copies of payslips or payroll runs. If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it and proof of such acknowledgement shall be furnished to the CCT’s Agent.

The Monthly Project Labour Reports shall be completed and submitted in accordance with the instructions therein.

The **B-BBEE Sub-Contract Expenditure Report** is required for monitoring the supplier’s compliance with the sub-contracting conditions of the **Preference Schedule**.

The Joint Venture Expenditure Report is required for monitoring the joint venture’s/consortium/partnership compliance with the percentage contributions of the partners as tendered, where the joint venture/consortium/partnership has been awarded preference points in respect of its consolidated B-BBEE scorecard.

(14.1) MONTHLY PROJECT LABOUR REPORT (EXAMPLE)

ANNEX 1

CITY OF CAPE TOWN
MONTHLY PROJECT LABOUR REPORT

Instructions for completing and submitting forms

General

- 1 The Monthly Project Labour Reports must be completed in full, using typed, proper case characters; alternatively, should a computer not be available, handwritten in black ink.
- 2 Incomplete / incorrect / illegible forms will not be accepted.
- 3 Any conditions relating to targeted labour stipulated in the Contract (in the case of contracted out services or works) shall apply to the completion and submission of these forms.
- 4 This document is available in Microsoft Excel format upon request from the City's EPWP office, tel 021 400 9406, email EPWPLR@capetown.gov.za.

Project Details

- 5 If a field is not applicable insert the letters: NA
- 6 Only the Project Number supplied by the Corporate EPWP Office must be inserted.
The Project Number can be obtained from the Coordinator or Project Manager or from the e-mail address in point 4 above.
- 7 On completion of the contract or works project the anticipated end date must be updated to reflect the actual end date.

Beneficiary Details and Work Information

- 8 Care must be taken to ensure that beneficiary details correspond accurately with the beneficiary's ID document.

- 9 A new beneficiary is one in respect of which a new employment contract is signed in the current month. A certified ID copy must accompany this labour report on submission.
- 10 Was the beneficiary sourced from the City's job seeker database?
- 11 The contract end date as stated in the beneficiary's employment contract.
- 12 Where a beneficiary has not worked in a particular month, the beneficiary's name shall not be reflected on this form at all for the month in question.
- 13 Training will be recorded separately from normal working days and together shall not exceed the maximum of 23 days per month
- 14 Workers earning more than the maximum daily rate (currently R450 excluding any benefits) shall not be reflected on this form at all.

Submission of Forms

- 15 Signed hardcopy forms must be scanned and submitted to the City's project manager in electronic (.pdf) format, together with the completed form in Microsoft Excel format.
- 16 Scanned copies of all applicable supporting documentation must be submitted along with each monthly project labour report. Copies of employment contracts and ID documents are only required in respect of new beneficiaries.
- 17 If a computer is not available hardcopy forms and supporting documentation will be accepted.

PROJECT DETAILS

Numbers in cells below e.g (6) refer to the relevant instruction above for completing and submitting forms

CONTRACT OR WORKS PROJECT NAME: (6)		EPWP SUPPLIED PROJECT NUMBER: (6)														
DIRECTORATE:		DEPARTMENT:														
CONTRACTOR OR VENDOR NAME:		CONTRACTOR OR VENDOR E-MAIL ADDRESS:														
CONTRACTOR OR VENDOR CONTACT PERSON:		CONTRACTOR OR VENDOR TEL. NUMBER:	CELL WORK													
PROJECT LABOUR REPORT CURRENT MONTH (mark with "X")																
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YEAR				

ACTUAL START DATE (yyyy/mm/dd)								ANTICIPATED / ACTUAL END DATE (yyyy/mm/dd) (7)							
TOTAL PROJECT EXPENDITURE / VALUE OF WORK DONE TO-DATE (INCLUDING ALL COSTS, BUT EXCLUDING VAT)															
R															

ANNEX 1 (continued)

MONTHLY PROJECT LABOUR REPORT

BENEFICIARY DETAILS AND WORK INFORMATION

CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

CONTRACT OR WORKS PROJECT NUMBER:				Year Month		Sheet 1 of		
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No.	(8) First name	(8) Surname	(8) ID number	(9) New Beneficiary (Y/N)	Gender (M/F)	Disabled (Y/N)	(10) Job seeker database (Y/N)	Contract start date (DDMMYY)	(11) Contract end date (DDMMYY)	(12) No. days worked this month (excl. training)	(13) Training days	(14) Rate of pay per day (R – c)
1												
2												
3												
4												
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18												
19												
20												

0 0 R -

Declared by Contractor or Vendor to be true and correct:	Name		Signature	
	Date			

Received by Employer's Agent / Representative:	Name		Signature	
	Date			

(14.2) BBBEE SUB-CONTRACT EXPENDITURE REPORT (PRO FORMA)

TENDER NO. AND DESCRIPTION: 239G/2021/22 TENDER DESCRIPTION: SUPPLY AND DELIVERY OF VARIOUS MEDICAL EQUIPMENT, CONSUMABLES AND ACCESSORIES FOR THE CITY OF CAPE TOWN MUNICIPALITY

SUPPLIER: _____

B-BBEE SUB-CONTRACT EXPENDITURE REPORT

Rand Value of the contract (as defined in Schedule 4: Preference Schedule) (P*)		R		B-BBEE Status Level of Prime Supplier		
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Name of Sub-contractor (list all)	B-BBEE Status Level of supplier ¹	Total value of Sub-contract (excl. VAT) ¹	Value of Sub-contract work to date (excl. VAT) ¹	Value of Sub-contract work to Sub-contractors with a lower B-BBEE Status Level than supplier
Sub-contractor A		R	R	R
Sub-contractor B		R	R	R
Sub-contractor C		R	R	R
			Total:	R
			Expressed as a percentage of P*	%

¹Documentary evidence to be provided

Signatures

Declared by supplier
to be true and correct:

Date: _____

Verified by CCT
Project Manager:

Date: _____

(14.3) PARTNERSHIP/ JOINT VENTURE (JV) / CONSORTIUM/ EXPENDITURE REPORT (PRO FORMA)

TENDER NO. AND DESCRIPTION: 239G/2021/22 TENDER DESCRIPTION: SUPPLY AND DELIVERY OF VARIOUS MEDICAL EQUIPMENT, CONSUMABLES AND ACCESSORIES FOR THE CITY OF CAPE TOWN MUNICIPALITY

SUPPLIER:

PARTNERSHIP/ JOINT VENTURE (JV)/ CONSORTIUM EXPENDITURE REPORT

Rand value of the contract (as defined in Schedule 4: Preference Schedule) (P*)	R	B-BBEE Status Level of Partnership/ Joint Venture (JV)/ Consortium	
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Name of partners to the Partnership/ JV / Consortium (list all)	B-BBEE Status Level of each partner at contract award	Percentage contribution of each partner as per the Partnership/ JV/ Consortium Agreement ¹	Total value of partner's contribution (excl. VAT) ¹ $B = A\% \times P^*$	Value of partner's contribution to date (excl. VAT) ¹ C	Value of partner's contribution as a percentage of the work executed to date $D = C/P \times 100$
		A		C	
Partner A		%	R	R	%
Partner B		%	R	R	%
Partner C		%	R	R	%

¹Documentary evidence to be provided

Signatures

Declared by supplier
to be true and
correct:

Date:

Verified by CCT
Project Manager:

Date: