**BID DOCUMENT**

(IN COMPLIANCE WITH THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011 PUBLISHED IN GOVERNMENT GAZETTE NO. 34350 OF 8 JUNE 2011)

THE APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY, DELIVERY, OFF LOADING AND DEMONSTRATION OF SPECIALISED MEDICAL EQUIPMENT TO PRIMARY HEALTH CARE FACILITIES ON AN AS AND WHEN REQUIRED BASIS FROM 01 JULY 2017 UNTIL 30 JUNE 2019

<table>
<thead>
<tr>
<th>ISSUED BY:</th>
<th>PREPARED BY:</th>
<th>PREPARED FOR:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department of Finance Tender Office (Tender Initiation Section) 68 Woburn Avenue BENONI 1501 Private Bag X 65 BENONI 1500 Tel: (011) 999-6540/6567 Fax: (011) 999-7511</td>
<td>Department: Health &amp; Social Development Section: Primary Health Care Region: South Customer Care Centre, Alberton: Cnr Alwyn Taljaard Rd, Alberton Civic Centre, Level 7</td>
<td>Department: Health &amp; Social Development Section: Primary Health Care Region: South Customer Care Centre, Alberton: Cnr Alwyn Taljaard Rd, Alberton Civic Centre, Level 4</td>
</tr>
<tr>
<td>Mrs Angie Ndhambi Email: <a href="mailto:angien@ekurhuleni.gov.za">angien@ekurhuleni.gov.za</a> Fax: (011) 999 2893</td>
<td></td>
<td>Dr G Motlatla Email: <a href="mailto:angien@ekurhuleni.gov.za">angien@ekurhuleni.gov.za</a> Fax: (011) 861 8835</td>
</tr>
</tbody>
</table>

**NAME OF BIDDER (BIDDING ENTITY) (FULL NAME, i.e. (CC, (Pty) Ltd, Ltd, JV/CONSORTIUM, SOLE PROPRIETOR, TRUST etc.): ____________________________________________________________**

**TEL NUMBER: ____________________________________________________________**

**FAX NUMBER: ____________________________________________________________**
CONTRACT NUMBER: A HEA 04/2017

THE APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY, DELIVERY, OFF
LOADING AND DEMONSTRATION OF SPECIALISED MEDICAL EQUIPMENT TO
PRIMARY HEALTH CARE FACILITIES ON AN AS AND WHEN REQUIRED BASIS FROM
01 JULY 2017 UNTIL 30 JUNE 2019

CLOSING DATE:
21 FEBRUARY 2017
TUESDAY
10:00

To ensure that your bid is not exposed to invalidation, documents are to be completed in
accordance with the conditions and bid rules contained in the bid documents.

Supporting documents must be sealed and externally endorsed, CONTRACT NUMBER: A HEA
04/2017 and placed in Bid Box Number TEN (10), Ground Floor, Finance Head Office, 68 Woburn
Avenue, Benoni, not later than the closing date and time as advertised, at which hour the bids
will be opened in public in the Conference Room, Ground Floor, at above-mentioned address.

The lowest or any bid will not necessarily be accepted and the EMM reserves the right not to
consider any bid not suitably endorsed or comprehensively completed as well as the right to
accept a bid in whole or part.

The following documents must be completed and signed where applicable and submitted as a
complete set:

1. FORM OF BID - Declaration - WHITE
2. FORM “A” - Procurement Form of Bid - GREEN
3. FORM “B” - Declaration of Interest - WHITE
4. FORM “C” - Declaration for Procurement above R10 Million - WHITE
5. FORM “D” - Declaration of Bidder’s Past SCM Practices - WHITE
6. FORM “E” - Certificate of Independent Bid Determination - WHITE
7. FORM “G” - Declaration for municipal accounts - WHITE
8. FORM “H” - Declaration for municipal accounts where bids
   are expected to exceed R10 million - WHITE
9. FORM “I” - Specification - PINK
10. FORM “J” - Variations and Omissions - WHITE
11. FORM “K” - Schedule of Prices - YELLOW
12. FORM “L” - General Conditions of Contract - WHITE
13. FORM “M” - Special Conditions and Undertakings - WHITE
14. FORM “N” - Contract form - Rendering of services (Part 1) - WHITE
15. FORM “N” - Contract form - Rendering of services (Part 2) - WHITE
NOTICE TO BIDDERS

VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:

A bid not complying with the peremptory requirements stated hereunder will be regarded as not being an “Acceptable bid”, and as such will be rejected.

“Acceptable bid” means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents.

A BID WILL BE REJECTED:

1. If a VALID ORIGINAL tax clearance certificate or copy thereof (or in the case of a joint venture or consortium, of all the partners in the joint venture or consortium) has not been submitted with the bid document on closing date of the bid. (An expired tax clearance certificate submitted at the closure of the bid will NOT be accepted)

   In bids where Consortia and Joint Ventures are involved, each party must submit a separate Tax Clearance Certificate.

   Copies of the TCC 001 “Application for a Tax Clearance Certificate” form are available from any SARS branch office nationally or on the website www.sars.gov.za.

   Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

2. If any pages have been removed from the bid document, and have therefore not been submitted.

3. In the event of a failure to complete and sign the schedule of quantities as required, i.e. only lump sums provided.

4. In the event of there being scratching out, writing over or painting out rates or information, affecting the evaluation of the bid, without initialling next to the amended rates or information

5. In the event of the use of correction fluid (eg. tippex), any erasable ink, or any erasable writing instrument (e.g. pencil)

6. If the Bid has not been properly signed by a person having the authority to do so. (Refer to Declaration)

7. If particulars required in respect of the bid have not been completed, except if only the Broad – Based Black Economic Empowerment Certificate as provided for in Regulation 10 of The Preferential Procurement Regulations 2011, is not submitted, the bid will not be disqualified but no preference points will be awarded.

8. If the bidder attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract.

9. If the bid has been submitted either in the wrong bid box or after the relevant closing date and time.

10. If any municipal rates and taxes or municipal service charges owed by the bidder or any of its directors/members to the municipality or municipal entity, or to any other municipality or municipal entity, are in arrears for more than three months

11. If any bidder who during the last five years has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.

12. The accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a person –
(a) who is in the service of the state, or;
(b) if that person is not a natural person, of which any director, manager, principal
shareholder or stakeholder, is a person in the service of the state; or;
(c) who is an advisor or consultant contracted with the municipality in respect of contract that
would cause a conflict of interest.

14. **If the bidder is not registered in the required CIDB contractor grading designation (category) or higher, if required in this bid documentation.**

15. If the bidder or any of its directors is listed on the Register of Bid Defaulters in terms of the Preven\tion and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.

15. If the bidder has abused the EMM’s Supply Chain Management System and action was taken in terms of paragraph 38 of the EMM SCM Policy.

16. In the event of non-submission of financial statements if required (SEE BID DATA OR PRICING SCHEDULE). In this regard please note:
   (17.1). If a bidder is a registered company required by law to have its annual financial statements audited or independently reviewed in compliance with the requirements of the Companies Act, Act No.71 of 2008, or any other law, audited or independently reviewed annual financial statements, as the case may be, prepared within six (6) months of the end of the bidders most recent financial year together with the audited or independently reviewed annual financial statements for the two immediately preceding financial years, unless the bidder was only established within the past three (3) years in which case all of its annual financial statements must be submitted.
   (17.2). If a bidder is a registered close corporation, annual financial statements in compliance with the provisions of the Close Corporations Act, Act No. 69 of 1984, prepared within nine (9) months of the end of the bidders most recent financial year together with the annual financial statements for the two immediately preceding financial years, unless the bidder was only established within the past three (3) years in which case all of its annual financial statements must be submitted.
   (17.3). Annual financial statements submitted must comply with the requirements of the Companies Act or the Close Corporations Act.
   (17.4). If the bidder only commenced business within the past three years, the bidder is required to submit annual financial statements in compliance with the provisions of (17.1) and (17.2) above for each of its financial years since commencing business.
   (17.5). If a bidder is not required by law to have its annual financial statements audited or independently reviewed, or is not a Close Corporation, then non-audited annual financial statements for the periods referred to above must be submitted.

17. Please check special requirements in scope of work in document for additional attachments

18. If the following have not been fully completed and signed:

   FORM OF BID - Declaration
   FORM “B” - Declaration of Interest
   FORM “C” - Declaration for Procurement above R10 Million (if applicable)
   FORM “D” - Declaration of Bidder’s Past SCM Practices
   FORM “E” - Certificate of Independent Bid Determination
   FORM “G” - Declaration for municipal accounts
   FORM “H” - Declaration for municipal accounts where bids are expected to exceed R10 million
NOTE:
1. IN THIS DOCUMENT AND OTHER DOCUMENTS REFERRED TO BUT NOT ATTACHED, THE FOLLOWING WORDS ARE SYNONYMOUS WITH EACH OTHER.
   1.1. CLIENT, EMPLOYER, EKURHULENI METROPOLITAN MUNICIPALITY (EMM).
   1.2. BID, TENDER AND VARIATIONS THEREOF
   1.3. JOINT VENTURE / CONSORTIUM
2. Very important notice Bidders must note that only information filled in at the spaces provided therefore in the bid document will be considered for evaluation purposes unless additional space is required and then only if the location of the additional information in the attachments is properly referred to by page number and section heading. Information supplied anywhere else will be disregarded which may lead to the rejection of the bid.
3. The attachment or inclusion of information not specifically asked for is not desirable and lead to delays in the awarding of bids. This includes Company Profiles and CV’s if not specifically requested

PLEASE NOTE POSSIBLE AMENDMENTS/ADENDUM MAY BE ADVERTISED ON THE EMM WEBSITE. IT REMAINS THE RESPONSIBILITY OF THE BIDDER TO CHECK THE EMM WEBSITE DAILY AND TO RAISE ANY ENQUIRIES REGARDING THE BID TO THE RELEVANT CONTACT PERSON BEFORE THE CLOSING DATE.

NO COMMUNICATION WILL BE ALLOWED AFTER THE CLOSING OF THE BID
EKURHULENI METROPOLITAN MUNICIPALITY

Bids are hereby invited for the following:

HEALTH AND SOCIAL DEVELOPMENT
Primary Health Care Services

<table>
<thead>
<tr>
<th>CONTRACT NO.: A-HEA 04/2017</th>
<th>DESCRIPTION: The appointment of service providers for the supply, delivery, off-loading and demonstration of specialized medical equipment to primary health care facilities on an as and when required basis from 01 July 2017 until 30 June 2020.</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOC. FEE:</td>
<td>R250.00</td>
</tr>
<tr>
<td>CLOSING DATE:</td>
<td>21 FEBRUARY 2017</td>
</tr>
</tbody>
</table>

Bidders must note that this bid may be awarded to more than one bidder.

Acceptable bids will be evaluated by using a system that awards points on the basis of 90 points for bid price and a maximum of 10 points for the Broad-Based Black Economic Empowerment (B-BBEE) status level of contributor

PLEASE NOTE THAT A VALID ORIGINAL OR COPY OF A COMPANY’S TAX CLEARANCE CERTIFICATE (OR IN THE CASE OF A JOINT VENTURE, OF ALL THE PARTNERS IN THE JOINT VENTURE) MUST BE SUBMITTED WITH THE BID DOCUMENT

Bid documents will be available as from 12:00 on MONDAY, 06 FEBRUARY 2017, and thereafter on weekdays from 08:00 until 15:00 ONLY, upon payment of a cash non-refundable document fee of R250-00 per set, at the Tender Offices, Ground Floor, 68 Woburn Avenue, Benoni. (Tel. No. (011) 999-6540/6567)

Bids are to be completed in accordance with the conditions and bid rules contained in the bid documents and supporting documents must be sealed and externally endorsed with the CONTRACT NUMBER AND DESCRIPTION and placed in bid box number TEN (10), on the Ground Floor, 68 Woburn Avenue, Benoni, not later than 10:00 on TUESDAY, 21 FEBRUARY 2017. Bids will be opened immediately thereafter, in public, in the Conference Room, Ground Floor, at above-mentioned address. All bids shall hold good for 120 days as from the closing date of bids.

Bids which are not received and/or deposited in the specified bid box before 10:00 on the closing date for the bid mentioned hereinbefore, will be marked as late bids and such bids shall in terms of the SCM Policy of the Ekurhuleni Metropolitan Municipality, not be considered by the Council as valid bids.

Enquiries must be directed to Ms. Angie Ndhambi at e-mail address angien@ekurhuleni.gov.za

Bidders attention is specifically drawn to the provisions of the bid rules which are included in the bid documents. The lowest or any bid will not necessarily be accepted and the Council reserves the right not to consider any bid not suitably endorsed or comprehensively completed, as well as the right to accept a bid in whole or part. Bids completed in pencil will be regarded as invalid bids. Bids may only be submitted on the documentation provided by the EMM.

TELEFAX OR E-MAIL BIDS ARE NOT ACCEPTABLE

DR. I. MASHAZI
CITY MANAGER
EMM
NAME OF BIDDING ENTITY …………………………………………………………………

FORM OF BID
EKURHULENI METROPOLITAN MUNICIPALITY

CONTRACT NUMBER: A HEA 04/2017

THE APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY, DELIVERY, OFFLOADING AND DEMONSTRATION OF SPECIALISED MEDICAL EQUIPMENT TO PRIMARY HEALTH CARE FACILITIES ON AN AS AND WHEN REQUIRED BASIS FROM 01 JULY 2017 UNTIL 30 JUNE 2019

GENERAL DECLARATION:

To: The City Manager
Ekurhuleni Metropolitan Municipality
Private bag X1069
GERMISTON
1400

Sir/Madam,

I/We, the undersigned (hereinafter referred to as “the bidder”):

(a) bid to supply and deliver to the EKURHULENI METROPOLITAN MUNICIPALITY [hereinafter referred to as “the EMM”] all or any of the supplies and to render all or any of the articles, goods, materials, services or the like described both in this and the other Schedules to this Contract;

(b) agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this bid document, regarding delivery and execution;

(c) further agree to be bound by those conditions, set out in, “FORM OF BID AND FORMS A - N”, attached hereto, should this bid be accepted in whole or in part;

(d) confirm that this bid may only be accepted by the EMM by way of a duly authorised Letter of Acceptance;

(e) declare that we are fully acquainted with the Bid document and Schedules, and the contents thereof and that we have signed the Bill of Quantities and completed the Returnable Schedules and declarations, attached hereto;

(f) declare that all amendments to the bid document have been initialled by the relevant authorised person and that the document constitutes a proper contract between the EMM and the bidder;

(g) certify that the item/s mentioned in the bid document, qualifies/qualify for the preference(s) shown.;

(h) acknowledge that the information furnished is true and correct;

(i) accept that in the event of the contract being awarded as a result of preference claimed in this bid document, I may be required to furnish documentary proof to the satisfaction of the EMM that the claims are correct. If the claims are found to be inflated, the EMM may, in addition to any other remedy it may have, recover from me all cost, losses or damages incurred or sustained by the EMM as a result of the award of the contract and/or cancel the contract and claim any damages which the EMM may suffer by having to make less favourable arrangements after such cancellation;
(j) declare that no municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to the municipality, or to any other municipality or municipal entity, are in arrears for more than three (3) months; and

(k) declare that I have not failed to perform satisfactorily during the last five (5) years on a previous contract with the Municipality, Municipal entity or any other organ of state, after written notice was given to me that my performance was unsatisfactory.

(l) declare that the signatory to the bid document is duly authorised; and

(m) agree that documentary proof regarding any tendering issue will, when required, be submitted to the satisfaction of the EMM.

(n) declare that the Broad-Based Black Economic Empowerment Certificate submitted herewith in terms of Regulation 10 of the Preferential Procurement Regulations, 2011 is based on true and accurate information and has been obtained from a duly accredited verification agency (or, in the case of an Exempted Micro-Enterprise(EME) from a registered auditor, accounting officer or accredited verification agency)

(o) declare that the following responses to be true and correct:

Does the bidder have participation in the submission of any other offer for the supplies/services described in the attached documents?

(Tick applicable box)

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

If YES the following information must be supplied:

1. The name(s) of the other Bidder(s) involved ..........................................................
   ........................................................................................
   ........................................................................................

2. The full details of the Bidder(s) participation ...........................................................
   ........................................................................................
   ........................................................................................
   ........................................................................................

(p) declare that all of the information furnished is true and correct

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

Name of Authorised Person: _______________________________________________

Authorised Signature: _______________________________________________

Name of Bidding Entity: _______________________________________________

Date: _______________________________________________

As witness: 1. _______________________________________________
**PLEASE NOTE:**

- The prices at which bidders are prepared to supply the goods and materials or perform the services must be placed in the column on the Form provided for that purpose.

- Bidders must sign the Form of Bid as well as Form “K” (Schedule of Prices) attached to this bid document in full and on acceptance of a bid by the EMM, the Conditions of Contract, Special Conditions, Specifications, Declarations and Schedule of Prices, attached hereto shall be deemed to be the conditions of Contract between the parties.

- If particulars required in respect of the bid have not been completed the bid will be rejected, except, if only the Broad –Based Black Economic Empowerment Certificate as provided for in Regulation 10 of The Preferential Procurement Regulations 2011, is not submitted, the bid will not be disqualified but no preference points will be awarded.

- In the event of the use of correction fluid (eg. tippex), any erasable ink, or any erasable writing instrument (e.g. pencil) the bid will be rejected.
ADJUDICATION OF BIDS
Bids are adjudicated in terms of EMM Supply Chain Management Policy, and the following framework is provided as a guideline in this regard.

1. Technical adjudication and General Criteria
   Bids will be adjudicated in terms of inter alia:
   - Compliance with bid conditions
   - Technical specifications
   If the bid does not comply with the bid conditions or technical specifications, the bid shall be rejected. See page 3 and 4 for examples.

2. Infrastructure and resources available
   Evaluation of the following in terms of the size, nature and complexity of goods and/or services required:
   - Physical facilities
   - Plant and equipment available for the contract owned by the bidder
   - Plant and equipment the bidder intends renting or acquiring, should the contract be awarded to him.

3. Size of enterprise and current workload
   Evaluation of the bid’s position in terms of:
   - Previous and expected current annual turnover
   - Current contractual obligations
   - Capacity to execute the contract

4. Staffing profile
   Evaluation of the bid’s position in terms of:
   - Staff available for this contract being bided for
   - Qualifications and experience of key staff to be utilised on this contract.

5. Previous experience
   Evaluation of the bid’s position in terms of his previous experience. Emphasis will be placed on the following:
   - Experience in the relevant technical field
• Experience of contracts of similar size
• Some or all of the references will be contacted to obtain their input.

6. **Financial ability to execute the contract**
Evaluation of the bid’s financial ability to execute the contract. Emphasis will be placed on the following:
• Surety proposed
• Estimated cash flow
• Contact the bidder’s bank manager to assess the bidder’s financial ability to execute the contract and the bidder hereby grants his consent for this purpose.

7. **Good standing with SA Revenue Service**
Establish whether a valid original tax clearance certificate or copy thereof has been submitted with the Bid document on closing date of the bid. If no such Certificate or copy thereof has been submitted, the bid must be rejected. If a valid original tax clearance certificate has not been submitted, the bidder shall be requested in writing to submit a valid original tax clearance certificate by a specific date and at a specific venue. **NB** A failure to submit a valid original tax clearance certificate in terms of the aforesaid written request shall result in the rejection of the bid.
The bidder **must affix a valid original Tax Clearance Certificate or copy thereof**, to the **last page** of the bid document
In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
Copies of the TCC 001 “Application for a Tax Clearance Certificate” form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).
**NB:**
*If the bid does not meet the requirements contained in the EMM Supply Chain Management Policy, and the mentioned framework, it shall not be considered an acceptable bid and shall be rejected by the Municipality, and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation.*

8. **Adjudication using a Points System**
Acceptable bids will be evaluated using a system that awards points on the basis of bid price and B-BBEE Status Level of Contribution. Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate (from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA)) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
For bids with a bid amount equal to or below R 1 000 000.00 (all applicable taxes included) a maximum of 80 points is allocated for price and a maximum of 20 points for B-BBEE Status Level of Contribution. For bids with a bid amount above R 1 000 000.00 (all applicable taxes included) a
maximum of 90 points is allocated for price and a maximum of 10 points for B-BBEE Status Level of Contribution.

A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

The Municipality shall award the Contract to the Bidder obtaining the highest number of points for Price and B-BBEE Level of Contribution calculated in accordance with the Preferential Procurement Regulations, 2011, unless there are grounds that justify the award to another bidder, in accordance with the provisions of Section 2 (f) of the Procurement Policy Framework Act, Act No. 5 of 2000.

9. Evaluation on Functionality

9.1 Regulation 4 of the Preferential Procurement Regulations, 2011 provides as follows:

1. “An organ of state must indicate in the invitation to submit a tender if that tender will be evaluated on functionality,

2. The evaluation criteria for measuring functionality must be objective.

3. When evaluating tenders on functionality, the-
   (a) evaluation criteria for measuring functionality;
   (b) weight of each criterion;
   (c) applicable values; and
   (d) minimum qualifying score for functionality,
   must be clearly specified in the invitation to submit a tender.

4. No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation,

5. Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference point systems prescribed in Regulations 5 and 6.”

9.2 Accordingly, where an invitation to submit a tender indicates that the tender will be evaluated on functionality, all acceptable bids submitted shall be firstly evaluated on functionality and, all acceptable bids that achieve the minimum score for functionality, as indicated in the tender invitation, shall be further evaluated in terms of the points system referred to above.

10. Remedies

The City Manager must act in terms of paragraph 13 of the Preferential Procurement Policy Regulations, 2011, against the bidder or person awarded the contract upon detecting that the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis, or any of the conditions of the contract have not been fulfilled.

Regulation 13 of the Preferential Procurement Policy Regulations provides as follows:

“13 (1) An organ of state must, upon detecting that-

(a) The B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis; or
(b) Any of the conditions of the contract have not been fulfilled, act against the tenderer or person awarded the contract.

(2) An organ of state may, in addition to any other remedy it may have against the person contemplated in sub-regulations (1) –
   (a) Disqualify the perd directors who acted on a fraudulent basis, from obtaining any business from any organ of state for a period not exceeding 10 years, after *audi alteram partem* (hear the other side) rule has been applied; and
   (b) Forward the matter for criminal prosecution."
PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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, 2011.

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 R1 000 000 (One Million Rand) (all applicable taxes included); and
   - the 90/10 system for requirements with a Rand value above R1 000 000 (One Million Rand) (all applicable taxes included).

1.2 The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included) and therefore the (90/10) system shall be applicable.

1.3 Preference points for this bid shall be awarded for:
   (a) Price; and
   (b) B-BBEE Status Level of Contribution.

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

<table>
<thead>
<tr>
<th>POINTS</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.3.1.1</td>
<td>PRICE</td>
</tr>
<tr>
<td>1.3.1.2</td>
<td>B-BBEE STATUS LEVEL OF CONTRIBUTION</td>
</tr>
</tbody>
</table>

Total points for Price and B-BBEE must not exceed 100.

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5 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

2.1 “all applicable taxes” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

2.2 “B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

2.3 “B-BBEE status level of contributor” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad Based Black Economic Empowerment Act;

2.4 “bid” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
2.5 “Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

2.6 “comparative price” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

2.7 “consortium or joint venture” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

2.8 “contract” means the agreement that results from the acceptance of a bid by an organ of state;

2.9 “EME” means any enterprise with an annual total revenue of R5 million or less.

2.10 “Firm price” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

2.11 “functionality” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

2.12 “non-firm prices” means all prices other than “firm” prices;

2.13 “person” includes a juristic person;

2.14 “rand value” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

2.15 “sub-contract” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

2.16 “total revenue” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;

2.17 “trust” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

2.18 “trustee” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

3.1 The bidder obtaining the highest number of total points may be awarded the contract.

3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

3.3 Points scored must be rounded off to the nearest 2 decimal places.

3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.
4. POINTS AWARDED FOR PRICE

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

(c) A maximum of 80 or 90 points is allocated for price on the following basis from the tendering process;

(d) recover all costs, losses or damages it has incurred or suffered as a result of that person’s conduct;

(e) 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;

(f) Restrict the tenderer or contractor, its shareholders and directors, or only the shareholders an:

\[
P_S = 80 \left( 1 - \frac{P_t - P_{\text{min}}}{P_{\text{min}}} \right) \quad \text{or} \quad P_S = 90 \left( 1 - \frac{P_t - P_{\text{min}}}{P_{\text{min}}} \right)
\]

Where

\[
P_S = \begin{cases} 
P_{\text{scored for comparative price of bid under consideration}} 
\end{cases}
\]

\[
P_t = \begin{cases} 
P_{\text{comparative price of bid under consideration}} 
\end{cases}
\]

\[
P_{\text{min}} = \begin{cases} 
P_{\text{comparative price of lowest acceptable bid}} 
\end{cases}
\]

5. Points awarded for B-BBEE Status Level of Contribution

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

<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points (90/10 system)</th>
<th>Number of points (80/20 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>9</td>
<td>18</td>
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<td>3</td>
<td>8</td>
<td>16</td>
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<td>4</td>
<td>5</td>
<td>12</td>
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<td>5</td>
<td>4</td>
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<td>6</td>
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<td>7</td>
<td>2</td>
<td>4</td>
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<tr>
<td>8</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA’s approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

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

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

8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

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? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO BIDDING ENTITY

9.1 Name of bidding entity; .................................................................

9.2 VAT registration number: .................................................................

9.3 Registration number of bidding entity: .................................................................

9.4 TYPE OF ENTITY [TICK APPLICABLE BOX]

☐ Partnership/Joint Venture / Consortium
☐ One-person business/sole proprietor
Close corporation
Company
Trust
Other (specify) ………………………….

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES
...........................................................................................................................................................................
...........................................................................................................................................................................
...........................................................................................................................................................................

9.6 CLASSIFICATION
[TICK APPLICABLE BOX]
☐ Manufacturer
☐ Supplier
☐ Professional service provider
☐ Other service providers, e.g. transporter, etc.

9.7 MUNICIPAL INFORMATION
Municipality where business is situated ….................................
Consumer Account Number …........................................
Stand Number ….................................................................

9.8 TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS AND REGISTRATION
DETAILS?
Date of Registration_________________
Date that commenced business, if different to date of registration_________________

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

1. ...........................................

2. ...........................................

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

SIGNATURE(S) OF BIDDER(S)

DATE: .................................

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

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

........................................
GENERAL INFORMATION TO BE SUPPLIED BY THE BIDDER:

INFORMATION OF BIDDING ENTITY

1. Details of Bidding Entity

NAME OF BIDDER  ……………………………………………………………………………………..
POSTAL ADDRESS .................................................................
STREET ADDRESS .................................................................
TELEPHONE NUMBER
CODE…………..NUMBER .................................................................
CELLPHONE NUMBER .................................................................
FACSIMILE NUMBER
CODE…………..NUMBER .................................................................
E-MAIL ADDRESS .................................................................
VAT REGISTRATION NUMBER .................................................................

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED?
(Tick applicable box)

YES NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED?
(Tick applicable box)

YES NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?
(Tick applicable box)

☐ AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
☐ A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS)
☐ A REGISTERED AUDITOR

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED?
(Tick applicable box)

(IF YES ENCLOSE PROOF)

2. Legal entity: Mark with an X.

<table>
<thead>
<tr>
<th>Sole proprietor</th>
<th>Partnership</th>
</tr>
</thead>
<tbody>
<tr>
<td>Close corporation</td>
<td>Company</td>
</tr>
<tr>
<td>Joint venture/ Consortium</td>
<td>Trust</td>
</tr>
<tr>
<td>Tertiary Institution</td>
<td>Public Entity</td>
</tr>
</tbody>
</table>

3. In the case of a Joint venture/Consortium, provide details on joint venture/consortium partners:

<table>
<thead>
<tr>
<th>Joint venture/Consortium member</th>
<th>Type of entity (as defined above)</th>
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</table>

4. Income tax reference number: (COMPULSORY)
(In the case of a joint venture/consortium, provide for all joint venture/consortium members)

____________________________      _________________________
____________________________       _________________________
5. VAT registration number (COMPULSORY):
(In the case of a joint venture/consortium, provide for all joint venture/consortium members)

____________________________  _________________________
____________________________  _________________________

6. Company, close corporation, or trust registration number (COMPULSORY):
(In the case of a joint venture, provide for all joint venture members)

____________________________  _________________________
____________________________  _________________________

7. Details of proprietor, partners, closed corporation members, company directors, or trustees indicating technical qualifications where applicable (Form on the next page).

8. For joint ventures/consortiums the following must be attached:
   • Written authority of each JV/consortium partner, for authorized signatory.
   • The joint venture/consortium agreement.

9. For Trusts the following must be attached
   a. Certified copy of the trust deed;
   b. Certified copies of the Letters of Authority issued in terms of S6 of the Trust Property Control Act, Act No.57 of 1988
   c. Certified copy of the resolution of the trustees of the trust authorising the signatory to sign the bid on behalf of the trust

SIGNATURE OF AUTHORIZED PERSON : .................................................................

DATE : .................................................................
DETAILS OF PROPRIETOR, PARTNERS, CLOSE CORPORATION MEMBERS, COMPANY DIRECTORS, TRUSTEES,  
(In the event of a joint venture/ consortium, to be completed by all of the above of the joint venture/ consortium partners)

<table>
<thead>
<tr>
<th>Name and Surname</th>
<th>Identity Number</th>
<th>Relevant qualifications and experience</th>
<th>Years of relevant experience</th>
</tr>
</thead>
<tbody>
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</table>
**DETAILS OF BIDDING ENTITY’S BANK**

If the bidder is a Joint Venture or partnership, the information requested below is required for each member / partner.

I/We hereby authorize the Employer/Engineer to approach all or any of the following banks for the purposes of obtaining a financial reference:

<table>
<thead>
<tr>
<th>DESCRIPTION OF BANK DETAIL</th>
<th>BANK DETAILS APPLICABLE TO BIDDER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of bank</td>
<td></td>
</tr>
<tr>
<td>Contact person</td>
<td></td>
</tr>
<tr>
<td>Branch name</td>
<td></td>
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<tr>
<td>Branch code</td>
<td></td>
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<tr>
<td>Street address</td>
<td></td>
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<tr>
<td>Postal address</td>
<td></td>
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<tr>
<td>Telephone number</td>
<td>(       )</td>
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<tr>
<td>Fax number</td>
<td>(       )</td>
</tr>
<tr>
<td>Account number</td>
<td></td>
</tr>
<tr>
<td>Type of account, (i.e. cheque account)</td>
<td></td>
</tr>
</tbody>
</table>
The parties hereto form a Joint Venture/Consortium for the purpose of jointly bidding and obtaining the award of contract for **The Appointment Of Service Providers For The Supply, Delivery, Off Loading And Demonstration Of Specialised Medical Equipment To Primary Health Care Facilities On An As And When Required Basis From 01 July 2017 Until 30 June 2019** and of jointly performing such contract under joint and several responsibility. The share of the partners in the Joint Venture/Consortium shall be:

**Full Name and address of Lead enterprise**

………………………………………………………………………..       ………%  

……………………………………………………………………………………………………

**Full Name and address of 2nd enterprise**

………………………………………………………………………..       ………%  

……………………………………………………………………………………………………

**Full Name and address of 3rd enterprise**

………………………………………………………………………..       ………%  

……………………………………………………………………………………………………

The Lead Partner is hereby authorised to incur liabilities, receive instructions, payments, sign all documents in connection with the bid, and to be responsible for the entire execution and administration of the contract for and on behalf of the partners.

The parties hereto shall make available to the Joint Venture/Consortium the technical advice and benefit of their individual experience and shall, in all other respects, endeavour to share the responsibility and burden of the performance of the Joint Venture/Consortium.

To this end the parties hereto shall share, in the above proportions, in all risks and obligations arising out of or in connection with the Contract, especially in the provisions of all necessary working capital and guarantees, in profit and loss and personnel.

The Lead Partner shall supply, in its name, the necessary insurance prescribed for the industry and such other insurance as may be prescribed by the EMM, for the amount and period as stated in the Contract Data.

The Joint Venture/Consortium may not be terminated by any of the parties hereto until either:

The contract has been awarded to another bidder

Or
The work undertaken by the Joint Venture/Consortium under the contract has been completed and all liabilities and claims incurred by and made by the Joint Venture/Consortium have been settled, the bid is cancelled or the period of validity of bid extended.

No party to the Agreement shall be entitled to sell, assign or in any manner encumber or transfer its interest or any part thereof in the Joint Venture/Consortium without obtaining the prior written consent of the other party hereto.

The Parties of the Joint Venture/Consortium shall cooperate on an exclusive basis. No Party shall during the validity period of the bid submit a bid to or enter into a Contract with the EMM or any other party for the Project, either alone or in collaboration with a third party.

Authorised Signature Lead Partner………………………………………………

Name ........................................................................................................

Designation ..............................................................................................

Signed at....................................................... on ........................................

Authorised Signature of 2nd Partner………………………………………………

Name ........................................................................................................

Designation ..............................................................................................

Signed at....................................................... on ........................................

Authorised Signature of 3rd Partner………………………………………………

Name ........................................................................................................

Designation ..............................................................................................

Signed at....................................................... on ........................................

(ALL SIGNATORIES SHALL CONFIRM THEIR AUTHORITY BY ATTACHING TO THE LAST PAGE OF THE BID, ORIGINAL OR CERTIFIED COPIES OF DATED AND SIGNED RESOLUTIONS OF THE MEMBERS/DIRECTORS/PARTNERS AS THE CASE MAY BE.)

In the event that there are more than 3 Joint Venture/Consortium partners, additional page/s may be added in order to furnish the requested information and authorised signatures
GENERAL CRITERIA

Provide information on the following:

Infrastructure and resources available

Physical facilities

<table>
<thead>
<tr>
<th>Description</th>
<th>Address</th>
<th>Area (m²)</th>
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</thead>
<tbody>
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</table>

Plant / Equipment

Provide information on plant / equipment that you have available for this project. Attach details if the space provided is not enough.

<table>
<thead>
<tr>
<th>Description : Owned Plant / Equipment</th>
<th>Number of units</th>
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<tbody>
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</tr>
<tr>
<td>Description : Owned Plant / Equipment (continued)</td>
<td>Number of units</td>
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<table>
<thead>
<tr>
<th>Description : Hired Plant / Equipment</th>
<th>Number of units</th>
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<table>
<thead>
<tr>
<th>Description : Plant / Equipment to be purchased</th>
<th>Number of units</th>
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</table>
Size of enterprise and current workload

What was your turnover in the previous financial year?  

What is the estimated turnover for your current financial year?

List your current contracts and obligations

<table>
<thead>
<tr>
<th>Description</th>
<th>Value (R)</th>
<th>Start date</th>
<th>Duration</th>
<th>Expected completion date</th>
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</table>

Do you have the capacity to supply the goods and services described in this bid, should the contract be awarded to you?

SMME STATUS - (COMPULSORY)

TO BE COMPLETED FOR STATISTICAL PURPOSES ONLY AND WILL NOT BE USED FOR EVALUATION PURPOSES

Provide details on the following

<table>
<thead>
<tr>
<th>Sector/Sub-Sector in accordance with the Standard Industrial Classification</th>
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</thead>
<tbody>
<tr>
<td>Total Full-time Equivalent of paid Employees</td>
</tr>
<tr>
<td>Total Annual Turnover</td>
</tr>
<tr>
<td>Total Gross Asset Value</td>
</tr>
<tr>
<td>Size or Class (Medium, Small, Very Small, Micro)</td>
</tr>
</tbody>
</table>

NOTE: If all of the above does not adhere to the definition of a single class, use the total Annual Turnover only to decide on the class.
**NAME OF BIDDING ENTITY** .................................................................

**EQUITY OWNERSHIP – (COMPULSORY)**

TO BE COMPLETED FOR STATISTICAL PURPOSES ONLY AND WILL NOT BE USED FOR EVALUATION PURPOSES

List all partners, shareholders or members of bidding entity by name, identity number, citizenship, gender, race, HDI status and ownership.
In the case of a Joint Venture, Consortium or Partnership complete an “Equity ownership” for each member.

<table>
<thead>
<tr>
<th>Name and Surname</th>
<th>Position occupied in Enterprise</th>
<th>Identity number</th>
<th>Citizenship</th>
<th>Gender Male / Female</th>
<th>Race</th>
<th>HDI Status (Y/N)</th>
<th>%Owned by HDI’s</th>
<th>% Owned by Women</th>
<th>% Owned by Black</th>
<th>% Owned by White</th>
<th>% Owned by Disabled</th>
</tr>
</thead>
<tbody>
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**PLEASE NOTE**

**KINDLY ATTACHED COPIES OF IDENTITY DOCUMENTS OF THE ABOVE MENTIONED MEMBERS**
Staffing Profile

Provide information on the staff that you have available to execute this contract (attach a separate list if the space provided is insufficient)

<table>
<thead>
<tr>
<th>Own staff:</th>
<th>Number of staff</th>
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<tr>
<th>Staff to be employed for the project:</th>
<th>Number of staff</th>
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</table>
Proposed Key Personnel

Provide information on key staff you intend utilising on this contract, should it be awarded to you. (In case of engineering construction projects key staff is defined as staff of foreman level and above)

<table>
<thead>
<tr>
<th>Name and Surname</th>
<th>Position in your organisation</th>
<th>Qualifications</th>
<th>Experience</th>
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</thead>
<tbody>
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</tbody>
</table>

32
Previous experience

Provide the following information on **relevant** previous experience (indicate specifically) projects of similar or larger size and/or which is similar with regard to type of work.

No points will be awarded if reference cannot be reached or if it refuses to supply information. Give at least two (2) names and telephone numbers and e-mail address per reference.

<table>
<thead>
<tr>
<th>Description (of work done)</th>
<th>Value (R, VAT excluded)</th>
<th>Start date</th>
<th>Duration</th>
<th>Completed date</th>
<th>Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
<td></td>
<td>Name (contact person)</td>
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</tbody>
</table>
Financial ability to execute the project
Provide details on the surety you will provide if the bid is awarded to you
________________________________________________________
________________________________________________________
Which of the following institutions will provide surety? (details must be provided) (Refer to Form “M” – Special Conditions of Contract)
• Bank registered in terms of the Bank Act 1990 (Act 94 of 1990):
  ____________________________________________________________
• Insurance Company registered in terms of the Short Term Insurance Act 1998 (Act 53 of 1998):
  ____________________________________________________________
• Cash: __________________________

Provide the estimated cash flow on the project in terms of submissions of payment certificates or payment schedules to the Employer utilizing the underlying table

<table>
<thead>
<tr>
<th>Month no</th>
<th>Amount (VAT included)</th>
<th>Cumulative cash flow</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>a Received</td>
<td>b Payments made</td>
</tr>
<tr>
<td>1</td>
<td>d</td>
<td>e</td>
</tr>
<tr>
<td>2</td>
<td>e</td>
<td>f</td>
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<td>Etc</td>
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<td>6</td>
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<tr>
<td>12</td>
<td></td>
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</tr>
</tbody>
</table>

Maximum negative cash flow. Take the largest negative number in the last column and write it in here

NOTES
(i) Value added tax to be included in all amounts
(ii) Assume payment of certificates within 30 days of approval of certificate

From what source will you fund the above negative cash flow amount (e.g. Funds internally available, bank overdraft, loan, etc)
OCCUPATIONAL HEALTH AND SAFETY INFORMATION FOR BIDS

THE CONTRACTOR SHALL/MUST SUBMIT THE FOLLOWING TO THE MANAGER OH&S TO OBTAIN A CERTIFICATE OF COMPLIANCE FROM OH&S EKURHULENI METROPOLITAN MUNICIPALITY BEFORE ANY WORK MAY COMMENCE.

1. Proof of Registration with the Compensation Commissioner.
2. Letter of “Good Standing” with Compensation Commissioner.
3. Certified copy of first aid certificate.
4. Physical address where contract is taking place (on Company letterhead).
5. Detailed description of intended work (on Company letterhead).
6. List of all Personal Protective Equipment issued to employees (company letterhead).
7. List of ALL employees on site (on company letterhead).
8. Detailed Health and Safety Plan (on company letterhead).
11. All related statutory appointments.
12. Certificates of relevant Training.

The above list represents the minimum content of a safety file In terms of the Construction Regulations, 2014 (the regulations) as promulgated in Government Gazette No 37307 and Regulation Gazette No 10113 of 7 February 2014.

OHS Act 85 of 1993.
PLEASE REMEMBER:

(1) In order to obtain B-BBEE Status Level points in terms of the provisions of Regulations 5(2) or 6(2) of the Preferential Procurement Regulations, 2011, if a bidder is an Exempted Micro Enterprise (EME) in terms of the Broad-Based Black Economic Empowerment Act, Act No. 53 of 2003, the bidder must attach a certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, Act No. 69 of 1984) or an accredited verification agency, in compliance with the requirements of Regulation 10 of the Preferential Procurement Regulations, 2011;

(2) In order to obtain B-BBEE Status Level points in terms of the provisions of Regulations 5(2) or 6(2) of the Preferential Procurement Regulations, 2011 if a bidder is not an Exempted Micro Enterprise (EME) in terms of the Broad-Based Black Economic Empowerment Act, Act No. 53 of 2003, the bidder must attach an original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating its B-BBEE rating, in compliance with the requirements of Regulation 10 of the Preferential Procurement Regulations, 2011;

(3) TO ATTACH A VALID ORIGINAL TAX CLEARANCE CERTIFICATE OR COPY THEREOF;

(4) IN THE CASE OF A JOINT VENTURE/CONSORTIUM, THE VALID ORIGINAL TAX CLEARANCE CERTIFICATE OR COPY/IES THEREOF, OF EACH ENTITY CONSTITUTING THE JOINT VENTURE/CONSORTIUM, MUST BE SUBMITTED WITH THE BID DOCUMENT;

(5) ATTACH ALL REQUIRED DOCUMENTS TO THE LAST PAGE OF YOUR BID DOCUMENT

(6) BIDDERS OTHER THAN EMES MUST SUBMIT THEIR ORIGINAL AND VALID B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE OR A CERTIFIED COPY THEREOF, SUBSTANTIATING THEIR B-BBEE RATING ISSUED BY A REGISTERED AUDITOR APPROVED BY IRBA OR A VERIFICATION AGENCY ACCREDITED BY SANAS.
NAME OF BIDDING ENTITY .................................................................

FORM “B”

EKURHULENI METROPOLITAN MUNICIPALITY

CONTRACT NUMBER: A HEA 04/2017

THE APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY, DELIVERY, OFFLOADING AND DEMONSTRATION OF SPECIALISED MEDICAL EQUIPMENT TO PRIMARY HEALTH CARE FACILITIES ON AN AS AND WHEN REQUIRED BASIS FROM 01 JULY 2017 UNTIL 30 JUNE 2019

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name of Owner of the Bidding Entity: ..............................................

3.2 Identity Number if applicable: .................................................................

3.3 Position occupied in the Company (director, trustee, shareholder²): ..............

3.4 Company Registration Number: ..............................................................

3.5 Tax Reference Number: ...........................................................................

3.6 VAT Registration Number: ........................................................................

¹MSCM Regulations: “in the service of the state” means to be –

(a) a member of –

(i) any municipal council;

(ii) any provincial legislature; or

(iii) the national Assembly or the national Council of provinces;

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

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

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

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

(f) an employee of Parliament or a provincial legislature.
Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

3.7 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?  
(Tick applicable box)  

3.8.1 If yes, furnish particulars.  

3.9 Have you been in the service of the state for the past twelve months?  
(Tick applicable box)  

3.9.1 If yes, furnish particulars.

3.10 Do you have any relationship (close family member, partner or associate) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?  
(Tick applicable box)  

3.10.1 If yes, furnish particulars.

3.11 Are you aware of any relationship (close family member, partner or associate) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?  
(Tick applicable box)  

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?  
(Tick applicable box)  

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? (Tick applicable box)  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? (Tick applicable box)  YES  NO

3.14.1 If yes, furnish particulars:

Full details of directors / trustees / members / shareholders.

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Identity Number</th>
<th>Employee Number</th>
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</table>

CERTIFICATION

I, THE UNDERSIGNED (NAME) ........................................................................................................

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.
I ACCEPT THAT THE STATE AND/OR THE EMM MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.................................................  ...................................................
Signature                                                                                Date

.................................................  ...................................................
Capacity                                                                               Name of Bidding Entity
FORM “C”
EKURHULENI METROPOLITAN MUNICIPALITY

CONTRACT NUMBER: A HEA 04 -2017:

DEPARTMENT: HEALTH AND SOCIAL DEVELOPMENT: THE APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY, DELIVERY, OFF LOADING AND DEMONSTRATION OF SPECIALISED MEDICAL EQUIPMENT TO PRIMARY HEALTH CARE FACILITIES ON AN AS AND WHEN REQUIRED BASIS FROM 01 JULY 2017 UNTIL 30 JUNE 2019

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

MUST NOT BE COMPLETED FOR THIS BID

BIDDERS MUST COMPLETE THE FOLLOWING QUESTIONNAIRE:

1.1 Are you by law required to prepare annual financial Statements?
   (Tick applicable box)
   If yes:
   1.1.1 If a bidder is a registered company required by law to have its annual financial statements audited or independently reviewed in compliance with the requirements of the Companies Act ,Act No.71 of 2008, or any other law, audited or independently reviewed annual financial statements, as the case may be, prepared within six (6) months of the end of the bidders most recent financial year together with the audited or independently reviewed annual financial statements for the two immediately preceding financial years must be submitted, (unless the bidder was only established within the past three (3) years in which case all of its annual financial statements must be submitted).
   1.1.2 If a bidder is a registered close corporation, annual financial statements in compliance with the provisions of the Close Corporations Act, Act No. 69 of 1984 , prepared within nine (9) months of the end of the bidders most recent financial year together with the annual financial statements for the two immediately preceding financial years must be submitted, (unless the bidder was only established within the past three (3) years in which case all of its annual financial statements must be submitted).
   1.1.3 Annual financial statements submitted must comply with the requirements of the Companies Act or the Close Corporations Act. Summaries and/or extracts of annual financial statements shall not be acceptable and shall result in the rejection of the bid.

1.2 If your answer to 1.1 above is YES then, did you only commence business within the past three years?
   (Tick applicable box)
   1.2.1 If yes, the bidder is required to submit annual financial statements in compliance with the provisions of 1.1.1 , 1.1.2 and 1.1.3 above for each of its financial years since commencing business.

1.3 If your answers to 1.1 above is NO , un-audited financial statements must be submitted with your bid for the periods specified in 1.1.1, 1.1.2 or 1.2.1 above, as the case may be.

YES NO

..............................................................
2. Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days?
   (Tick applicable box)

   YES NO

2.1 If no, this serves to certify that the bidder 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.

2.2 If yes, provide particulars.

   ………………………………………………………………………………………………………
   ………………………………………………………………………………………………………
   ………………………………………………………………………………………………………

3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?
   (Tick applicable box)

3.1 If yes, furnish particulars.

   ………………………………………………………………………………………………………
   ………………………………………………………………………………………………………

4. Will any portion of goods or services be sourced from outside the Republic and if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?
   (Tick applicable box)

4.1 If yes, furnish particulars

   ………………………………………………………………………………………………………
   ………………………………………………………………………………………………………

CERTIFICATION

I, THE UNDERSIGNED (NAME) ………………………………………………………………………………………………………

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE AND/OR THE EMM MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

………………………………………  …………………………………………………………………..
Signature       Date

……………………………………………………………………………………………………
Position      Name of Bidder
NAME OF BIDDING ENTITY ……………………………………………………….

FORM “D”
EKURHULENI METROPOLITAN MUNICIPALITY

CONTRACT NUMBER: A HEA 04/2017

THE APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY, DELIVERY, OFF
LOADING AND DEMONSTRATION OF SPECIALISED MEDICAL EQUIPMENT TO PRIMARY
HEALTH CARE FACILITIES ON AN AS AND WHEN REQUIRED BASIS FROM 01 JULY 2017
UNTIL 30 JUNE 2019

DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>Is the bidder or any of its directors listed on the National Treasury’s</td>
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<td>database as a company or person prohibited from doing business with</td>
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<tr>
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<td>the public sector? (Companies or persons who are listed on this database</td>
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<td>were informed in writing of this restriction by the National Treasury</td>
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<td>after the <em>audi alteram partem</em> rule was applied).</td>
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<td>4.1.1</td>
<td>If so, furnish particulars:</td>
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<tr>
<td>4.2</td>
<td>Is the bidder or any of its directors listed on the Register for Tender</td>
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<td></td>
<td>Defaulters in terms of section 29 of the Prevention and Combating of</td>
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<td></td>
<td>Corrupt Activities Act (No 12 of 2004)? Tender Defaulters can be</td>
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<tr>
<td></td>
<td>accessed on the National Treasury’s website (<em><a href="http://www.treasury.gov.za">www.treasury.gov.za</a></em>) by</td>
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<td>clicking on its link at the bottom of the home page.</td>
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</table>
4.2.1 If so, furnish particulars:

4.3 Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?  
Yes [ ] No [ ]

4.3.1 If so, furnish particulars:

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.4</td>
<td>Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?</td>
<td>Yes [ ] No [ ]</td>
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<td></td>
<td>If so, furnish particulars:</td>
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</table>

4.5 Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?  
Yes [ ] No [ ]

4.7.1 If so, furnish particulars:

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) ………………………………………………………………………………………………………………………………..
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.
I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

………………………………………...   …………………………..
Signature        Date

………………………………………….   ………………………………………..………..
Position                                   Name of Bidder
FORM “E”
EKURHULENI METROPOLITAN MUNICIPALITY

THE APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY, DELIVERY, OFFLOADING AND DEMONSTRATION OF SPECIALISED MEDICAL EQUIPMENT TO PRIMARY HEALTH CARE FACILITIES ON AN AS AND WHEN REQUIRED BASIS FROM 01 JULY 2017 UNTIL 30 JUNE 2019

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1  This Form “E” must form part of all bids¹ invited.

2  Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a pe se prohibition meaning that it cannot be justified under any grounds.

3  Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
   a.  take all reasonable steps to prevent such abuse;
   b.  reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
   c.  cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

4  This Form “E” serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5  In order to give effect to the above, the attached Certificate of Bid Determination (Form “E”) must be completed and submitted with the bid:

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

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

I, the undersigned, in submitting the accompanying bid:

CONTRACT NUMBER: A HEA 04/2017

THE APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY, DELIVERY, OFF LOADING AND DEMONSTRATION OF SPECIALISED MEDICAL EQUIPMENT TO PRIMARY HEALTH CARE FACILITIES ON AN AS AND WHEN REQUIRED BASIS FROM 01 JULY 2017 UNTIL 30 JUNE 2019

(Bid Number and Description)

in response to the invitation for the bid made by:

EKURHULENI METROPOLITAN MUNICIPALITY

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: __________________________________________________ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
   (a) has been requested to submit a bid in response to this bid invitation;
   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
   (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive bidding.
3 Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   (a) prices;
   (b) geographical area where product or service will be rendered (market allocation)
   (c) methods, factors or formulas used to calculate prices;
   (d) the intention or decision to submit or not to submit, a bid;
   (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.......................................................... ..........................................................
Signature                               Date

.......................................................... ..........................................................
Position                                Name of Bidder
DECLARATION FOR MUNICIPAL ACCOUNTS

MUST BE COMPLETED FOR THIS BID

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

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

(i) I, the undersigned hereby declare that the signatory to this tender document; is duly authorised and further declare:

(ii) that at the closing date of the bid, no municipal rates and taxes or municipal service charges owed by the bidder or any of its directors/members to the EMM, or to any other municipality or municipal entity, are in arrears for more than three (3) months.

(iii). I acknowledge that should it be found that any municipal rates and taxes or municipal charges as set out in (i) above are in arrears for more than three (3) months, the bid will be rejected and the EMM may take such remedial action as is required, including the rejection of the bid and/or termination of the contract.

(iv) I further declare that copies of any rates and taxes or municipal service charges account/s, will be submitted to the EMM to its satisfaction, PRIOR to the commencement with the service/work but not later than 14 days after having been informed of the acceptance of the bid; and that

(v) I declare that if the bid is awarded to the bidding entity, any moneys due to the bidding entity for services/goods rendered shall be utilised to offset any monies due to a municipality or a municipal entity.

(vi) The following account/s of the bidding entity has reference:

<table>
<thead>
<tr>
<th>Municipality</th>
<th>Account number</th>
</tr>
</thead>
</table>

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

................................................................................................................................................................................................................
(NB: If insufficient space above, please submit on a separate page)

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

<table>
<thead>
<tr>
<th>Bidding entities who operate from informal settlements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bidding entities who operate from a property owned by a director / member / partner</td>
</tr>
<tr>
<td>Bidding entities who operate from somebody else’s property</td>
</tr>
<tr>
<td>Bidding entities who rent premises from a landlord</td>
</tr>
<tr>
<td>Other (Please specify)</td>
</tr>
</tbody>
</table>

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

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

Authorised Signature: ..............................................................

As witness: 1. .................................................................

2. .................................................................
DECLARATION FOR MUNICIPAL ACCOUNTS WHERE BIDS ARE EXPECTED TO EXCEED R10 MILLION

MUST NOT BE COMPLETED FOR THIS BID

Declaration in terms of paragraph 21(1)(d)(ii) of the Supply Chain Management Policy of the Ekurhuleni Metropolitan Municipality (EMM), to be completed by ALL bidders in cases where the value of the transaction is expected to exceed R10 million (VAT included).

(i). I, the undersigned hereby declare that the signatory to this tender document; is duly authorised and further declare:

(ii). that at the closing date of the bid, the bidder had 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.

(iii). I acknowledge that should it be found that any undisputed commitments for municipal services charges towards a municipality or other service provider in respect of which payment is overdue for more than 30 days, the EMM may take such remedial action as is required.

(iv) I further declare that copies of any rates and taxes or municipal service charges account/s, will be submitted to the EMM to its satisfaction PRIOR to the commencement with the service/work but not later than 14 days after having been informed of the acceptance of the bid: and that

(v) I declare that if the bid is awarded to the bidding entity, any moneys due to the bidding entity by the EMM for services/goods rendered in terms of this bid shall be utilised to offset any moneys due to a municipality or a municipal entity.

(vi) The following account/s has reference:

<table>
<thead>
<tr>
<th>Municipality</th>
<th>Account number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signed at..................................this................day of.................................. 20....
PLEASE NOTE further that if no municipal rates and taxes or municipal charges are payable by the bidding entity, indicate the reason/s for that in the space below by means of a tick next in the relevant block,

<table>
<thead>
<tr>
<th>Bidding entities who operate from informal settlements</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
<tr>
<td>Bidding entities who operate from a property owned by a director / member / partner</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Bidding entities who operate from somebody else’s property</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Bidding entities who rent premises from a landlord</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Other (Please specify)</td>
</tr>
</tbody>
</table>

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

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

Authorised Signature: ..........................................................

As witness: 1. ..........................................................

2. .............................................................
THE APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY, DELIVERY, OFFLOADING AND DEMONSTRATION OF SPECIALISED MEDICAL EQUIPMENT TO PRIMARY HEALTH CARE FACILITIES ON AN AS AND WHEN REQUIRED BASIS FROM 01 JULY 2017 UNTIL 30 JUNE 2019

SPECIFICATION:

SPECIFICATION AS APPROVED BY THE BID SPECIFICATION COMMITTEE IN TERMS OF REGULATION 27 OF THE EMM SUPPLY CHAIN MANAGEMENT REGULATION

ITEM 01: SPECIFICATIONS FULL DESCRIPTION OF ADULT ELECTRONIC SCALES WITH HEIGHT METER AND BODY MASS INDEX CALCULATION

<table>
<thead>
<tr>
<th>No</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Large, clear backlit LCD Display (Liquid Crystal Display)</td>
</tr>
<tr>
<td>2</td>
<td>Sealed Hold Keypad function</td>
</tr>
<tr>
<td>3</td>
<td>Automated Back light</td>
</tr>
<tr>
<td>4</td>
<td>Overload protection</td>
</tr>
<tr>
<td>5</td>
<td>Rechargeable battery/mains adaptor</td>
</tr>
<tr>
<td>6</td>
<td>2.7 instrument electric cabling</td>
</tr>
<tr>
<td>7</td>
<td>Weighing in Kgs</td>
</tr>
<tr>
<td>8</td>
<td>Capacity: 250kg</td>
</tr>
<tr>
<td>9</td>
<td>Readability 0.1kg</td>
</tr>
<tr>
<td>10</td>
<td>Repeatability</td>
</tr>
<tr>
<td>11</td>
<td>Linearity 0.2 kg</td>
</tr>
<tr>
<td>12</td>
<td>Platform size: 375 x 275</td>
</tr>
<tr>
<td>13</td>
<td>Applications: weighing, net weight/tare, measuring height, measuring BMI</td>
</tr>
<tr>
<td>14</td>
<td>Display: LCO back light, signal quality display, low sensitivity</td>
</tr>
</tbody>
</table>

Sensitivity: overweight & under weight

ITEM 02: AED-3 lead ECG Automatic External Defibrillator with Monitor

<table>
<thead>
<tr>
<th>No</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Automatic External Defibrillator With Monitor:</td>
</tr>
<tr>
<td>*</td>
<td>The following requirements must be met:</td>
</tr>
<tr>
<td>1.1</td>
<td>Automated External Defibrillator with Biphasic Defibrillation Waveform Version with compensation for patient impedance</td>
</tr>
<tr>
<td>1.2</td>
<td>Must have Shock Advisory System to advise operator when it detects a shakable rhythm with the new 2005 AHA &amp; ERC Guideline.</td>
</tr>
<tr>
<td>1.3</td>
<td>With three buttons operation (on – Analyze-Shock) and Manual override facility</td>
</tr>
<tr>
<td>1.4</td>
<td>Must have LCD screen with minimum 3.5 in display allows graphical &amp; ACG display</td>
</tr>
<tr>
<td>1.5</td>
<td>Must be Rugged device and portable with IP55</td>
</tr>
<tr>
<td>1.6</td>
<td>Facility to monitor through 3 wire monitoring lead II</td>
</tr>
<tr>
<td>1.7</td>
<td>Must be low maintenance unit with facility of daily auto self-test and if there is any service required or Low battery found the unit will give alarm, and service icon indication at the handle to be easy identified.</td>
</tr>
<tr>
<td>1.8</td>
<td>The unit must have a readiness indicator to show unit status, including the battery status.</td>
</tr>
<tr>
<td>1.9</td>
<td>The Biphasic output Energy sequence for Adult must be configurable from 150, 200, 225, 250, 275, 300, 325 &amp; 360 J Biphasic.</td>
</tr>
<tr>
<td>1.10</td>
<td>The Biphasic output Energy for Infant/Child with Reduced Energy Electrode must be at least Energy 50J Biphasic. No Key is allowed to change from Adult to Pediatric.</td>
</tr>
<tr>
<td>1.11</td>
<td>Must have the facility to program two CPR periods.</td>
</tr>
<tr>
<td>1.12</td>
<td>Fast charge time of less than 10 seconds for 200 joules.</td>
</tr>
<tr>
<td>1.13</td>
<td>Unit should have alarm to alert operator of low battery to allow at least 5 discharges after triggering the alarm, pads off, and other important information.</td>
</tr>
<tr>
<td>1.14</td>
<td>The device captures and stores at least last two patient data, the first patient with 20 min, with audio recording, 20 min. continuous ECG waveform and all events including waveform and annotations, the second Patient data with all events including waveform and annotations, and continuous ECG waveform, Data storage on internal memory No PCMCIA card.</td>
</tr>
<tr>
<td>1.15</td>
<td>The device must have the facility to be connected to PC to download data.</td>
</tr>
<tr>
<td>1.16</td>
<td>The unit should operate on Rechargeable Type: Lithium-ion, II, IV, 4.8 Ah, 53Wh. Capacity: Typically, will provide 261 200-joule discharges or 608 minutes of operating time with a new fully charged battery. Battery Charging Time: Within 4.5 hours. Standby Life: A new fully-charged battery provides device power for 6 months. Unit to be provided with spare, rechargeable battery as well as an external battery charging station.</td>
</tr>
<tr>
<td>1.17</td>
<td>The unit should have the facility to pre-connect Electrodes, can use with Adult &amp; Pediatric Electrode at AED mode, which must be Compatibility with the ALS Defibrillators at Ambulance services.</td>
</tr>
</tbody>
</table>

**Accessories:**

2.1 Carrying case (Qty:1)

2.2 Operating Instructions Manual & In-service Video with each unit.

2.3 3-lead ECG cable

**Consumables:** Must be quoted

3.1 Adult Defibrillator Electrodes with pre connect

3.2 Child Defibrillator Reduced Energy Electrodes with pre connect

**Obligatory conditions:** (I-IV)

i Warranty: One Year (services and parts)

ii Installation: All Equipment must be installed by the manufacturers Engineers(s) or those approved by the Hospital Engineering Department.


vi Unit must have both CE mark approval and FDA 510K approval

**Automatic External Defibrillator with ECG Monitoring**

- Automated External Defibrillator with Shock Advisory System to advise operator when it detects a shockable rhythm and motion detection.
- Manual Override, with new features to adapt to the new AHA & ERC Guideline
- LCD Screen minimum 3.0 in display allows graphical & ECG display
- Biphasic Energy with minimum output of 200 Joules
- 3 (Three) wire monitoring Lead II
- Capability of use for Pediatric patient (less than 8yrs) by the infant? Child defibrillation Electrode
- Advanced battery system provides more power with visible & accessible battery gauge at least 30 200 joules shock of 75 minutes of operating time remain when battery is first indicated. A new fully charged battery provides device power for 6 months.
- Designed for low maintenance, daily automatic self-testing saves time and improves testing consistency with the NEW readiness indicator.
- Critical event record and transfer via IR data port or cable
- Must be rugged defibrillator with splash proof & Dust protection, minimum% % rating
- Must have internal memory. Data card memory is not accepted
- Weight of fully featured AED /Monitor with less 3.5 kg

Standard Accessories
- One Operation Manual, One CD Service Manual, One In-service Video
- One 3-lead ECG cable
- One 3 lead cable pouch
- Two defibrillators /ECG electrodes with pre-connect system
- Carrying Case with Shoulder Strap for the Case
- One Rechargeable: Lithium –ion,11.1V,4.8 Ah,53Wh

ITEM 03: THE SUPPLY, DELIVERY, OFFLOADING AND DEMONSTRATION OF ECG MACHINES

SPECIFICATIONS:
Light and compact Electro Cardiograph (ECG) Machine with:

<table>
<thead>
<tr>
<th>No</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Approximately 5,7 inch screen and A 4 size thermal recorder,</td>
</tr>
<tr>
<td>2.</td>
<td>Simultaneous acquisition of 12-lead ECG data</td>
</tr>
<tr>
<td>3.</td>
<td>Real-time recording and printing of 12-channel ECG waveform.</td>
</tr>
<tr>
<td>4.</td>
<td>Graphic display of 12-lead ECG waveform</td>
</tr>
<tr>
<td>5.</td>
<td>Built-in analysis software of age which assures accurate analysis results</td>
</tr>
<tr>
<td>6.</td>
<td>Auto-measurement, auto-interpretation, waveform playback and storage of ECG date.</td>
</tr>
<tr>
<td>7.</td>
<td>RS232 and USB interface cope with data-share or remote data management requirement</td>
</tr>
<tr>
<td>8.</td>
<td>User friendly operation system contributed by built-in HELP function</td>
</tr>
<tr>
<td>9.</td>
<td>Literal and graphic operation interface</td>
</tr>
<tr>
<td>10.</td>
<td>Powerful filters to minimize interference</td>
</tr>
<tr>
<td>11.</td>
<td>Health rate measurement and pace-maker protection circuit</td>
</tr>
<tr>
<td>12.</td>
<td>Multi-printing formats: manual/automatic, standard 12 channels, 3 channel plus 3 rhythm lead, 6 channel, 6 channel plus rhythm lead, 60s analysis of arrhythmia, R-R histogram and trend graph</td>
</tr>
<tr>
<td>13.</td>
<td>AC,DC or built-in lithium battery power supply, alarm of battery weak and lead-off</td>
</tr>
<tr>
<td>14.</td>
<td>Comfort and durability contributed by silicone gel keypad</td>
</tr>
<tr>
<td>15.</td>
<td>Tremendous ECG data can be saved in build-in SD card.</td>
</tr>
</tbody>
</table>

ITEM 04: SPECIFICATION FOR SUCTION MACHINE
The supply, delivery and offloading of suction machines

<table>
<thead>
<tr>
<th>Physical Characteristics</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dimensions</td>
<td>Approximately (23,6cm x 19cm x 23.6 cm)</td>
</tr>
<tr>
<td>Weight</td>
<td>1,97kg</td>
</tr>
<tr>
<td>Canister Capacity</td>
<td>800ml</td>
</tr>
<tr>
<td>Patients tube length</td>
<td>6 (1,8m)</td>
</tr>
</tbody>
</table>
### Performance
- Air flow at vacuum inlet: 27LPm
- Vacuum-max: 550 +mmhg
- Vacuum-Range: 50-550mmhg
- Noise level: <70db(A)

### Electrical
- Internal battery operation: Rechargeable battery, charging time up to 5 hours (full capacity).
- External AC operation: AC / DC adapter Charger.
- Input: 100-240v and output +12v, 3.4a.
- External Battery Charger: input: 110 -240v,50-60hz and output: + 18.5 v 0.6A, mode operation.
- Intermittent Operation: 30 minutes on, 30 minutes off.

### Environmental conditions
- Temperature Range: 32-degree F
- Relative Humidity: 0-95%

### Accessories
- Wire stand for 800ml.
- Carry bag.
- Replacement filter.
- External battery charger
- AC/DC adaptor charger w/o Power –cord.

### ITEM 05: WALL MOUNTED DIAGNOSTIC SET

<table>
<thead>
<tr>
<th>No</th>
<th>Item</th>
<th>Specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Diagnostic set wall mounted</td>
<td>Wall mounted transformer unit 767.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Wall diagnostic</td>
</tr>
<tr>
<td></td>
<td></td>
<td>System 76754</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1x otoscope handle and head (macro view otoscope)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1x ophthalmoscope (coaxial handle &amp; head)</td>
</tr>
</tbody>
</table>

### ITEM 06: SPECIFICATIONS FOR PULSE OXIMETER

<table>
<thead>
<tr>
<th>Physical Characteristics</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description</td>
<td>Bright Yellow and black in colour</td>
</tr>
<tr>
<td></td>
<td>Rubberized edges</td>
</tr>
<tr>
<td></td>
<td>Has a sturdy metal stand</td>
</tr>
<tr>
<td></td>
<td>Lightweight and easy to carry</td>
</tr>
<tr>
<td></td>
<td>Able to record 256 measurements and it can be deleted manually</td>
</tr>
<tr>
<td></td>
<td>SPO2 +PR measurement recorded and saved every 2 seconds</td>
</tr>
<tr>
<td>Power management Function</td>
<td></td>
</tr>
</tbody>
</table>
On/OFF KEY
Navigation keys up and down
Black light /Mute Key

Display Screen
5.5 Cm segment mono LCD screen with LED light
SPO2 %
Blood pressure monitoring
Battery status (Empty Battery icon flashes when battery is almost empty
Volume, date, Bar Plethysmograph
Sensor Icon on screen prompts repositioning of the sensor /no signal

Alarms
Audible and visual alarm functions

Parameter Specifications
SPO2
Measuring range 35% to 99%
Accuracy : 70% t0 75% +- 3 digits
Pulse rate : Measuring range : 30bpmto 240 bpm
Product life : 5yrs

Dimension
145 mmlx74mmWx29mmH
Weight
140g excl. batteries and accessories

ITEM 07: SPECIFICATIONS FOR FOETAL DOPPLER

CHARACTERISTICS
DESCRIPTION
Portable and lightweight
Built in speaker
Numeric and trend curve display for HR
Automatic power –Off function
Backlight LCD display
Audible and visual alarm function
Date, time , battery status display
Audio-out interface
Foetal monitor DSP technology
Data storage for 8hours and data transmittable to PC
High sensitivity probe

ITEM 08: SPECIFICATIONS: BABY BASSINET/CRIBS

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>MEASUREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plastic baby bassinet hospital type A mobile with stand</td>
<td>• Non-portable bassinet</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• No drop sides</td>
<td></td>
</tr>
</tbody>
</table>
| | • Stainless steel frame | Sturdy: Four casters, two with brakes
| | Allows Trendelenburg position | |
| | • Wheels | 10mm diameter & sturdy caster,
| | | two with brakes
| | Silent transportation | |
| | • PMMA basket | Not less than 5mm thickness Plastic basket
| | Hyaline plastic basket | Transparent
| | | Smooth surfaced not less than 3x sides - thick folded top edges
| | | Non-breakable
<p>| | • Size | 800<em>450</em>850mm |</p>
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
</tr>
</thead>
</table>
| Mattress | - Firm, correct fitting into bassinet  
- Non-slippery (stable)  
- Protected with plastic whole surface |
| Bottom shelve | |
| Easy to clean not disinfectant damageable | |
| SABS Safety Approval | |

**ITEM: 9 THE SUPPLY, DELIVERY, OFF-LOADING AND INSTALLATION OF UPPER-ROOM ULTRA VIOLET GERMICIDAL IRRADIATION (UVGI) LAMPS**

**SPECIFICATION:**

- The Upper Room Ultra Violet Germicidal Irradiation (UVGI) Lamp must be able to kill or inactivate airborne mycobacteria e.g. Mycobacterium Tuberculosis while increasing protection with safe level of UVGI in the occupied lower portion of the room.

- The Upper Room Ultra Violet Lamp shall ensure the optimal wavelength for Ultra Violet (UV) Germicidal Radiation of 254 nanometers (nm) in the wavelength UV – C range.

- The UVGI lamps shall be mounted or installed on walls in the upper-room ensuring UV radiation zone above 2.4 meters (wall height) with more volume above installation level of up to 3 meters, thus a minimum of 2.7 meters’ volume from the floor to the ceiling is required.

- The base of the UVGI lamp should be shielded to direct the radiation upwards and outwards in order to create an intense zone of UVGI in the upper air (UV – C Range) while minimizing the level of UVGI in the lower (occupied) portion of the room area (UV – A & B Ranges).

- The unit shall be designed and fitted to provide an average UV fluence (UV dose) in the upper irradiated zone in the range of 30 microwatts per square centimeter to 50 microwatts per square centimeter.

- The UVGI Lamp must conform to the Republic of South African Medical Research Council (MRC) guidelines and specification.

- The UVGI Lamps to adhere to The National Institute for Occupational Safety and Health (NIOSH, division of Centre for Disease Control_CDC) International Specifications.

- A certificate of accreditation from a registered scientific source must be attached confirming the validation and effectiveness of the UVGI Lamp. Such a certificate shall originate from a recognized registered radiometry and or photometric laboratory.

- A guarantee of at least 12 months from the date of installation is to be offered.

- The availability of spares in South Africa.

- Installation to comply with the Ekurhuleni Metropolitan Municipality’s electrical by-laws.

- In this regard it will be the responsibility of supplier and installer to ensure there is no breach of Ekurhuleni Metropolitan Municipality’s electricity by-laws, including but not limited: Qualifications and Competencies of the technicians installing the lamps; understanding of...
voltage capacity and the impact thereof of installing the lamps, etc. [compulsory Certificate of Compliance is to be issued]

1. DETAILED CATALOGUE OF OPERATING PROCESSES AND MAINTENANCE

- A detailed catalogue in English describing the function of the Ultra Violet Germicidal Irradiation Lamps and the Maintenance procedures must be attached to the application, describing, (but not limited):
  - Cleaning of the lamp,
  - testing, recording and ensuring radiation levels are as specified above for effective UVGI;
  - UV fluence (UV dose) in the upper irradiated zone in the range of 30 microwatts per square Centimeter to 50 microwatts per square centimeter; and
  - for Ultra Violet (UV) Germicidal Radiation of 254 nanometers (nm) in the wavelength UV – C range)

The Suppliers will attach a brochure of the model offered including safe use procedures, maintenance of /and parts to be available in South Africa.

2. ASSEMBLING, INSTALLATION AND INSTRUCTIONAL DEMONSTRATION

Installation must be made at the applicable Primary Health Care facility of the Ekurhuleni Metropolitan Municipality as indicated on the official order, or as per instruction from the Primary Health Care Manager in each Service Delivery Region/Sub-district.

The Installation is to comply with the Ekurhuleni Metropolitan Municipality’s electrical by-laws and a compulsory Certificate of Compliance is to be issued.

All deliveries must be accompanied by an official delivery note and an invoice per primary health care facility, stating the description of the item and quantity.

It is essential that this equipment be assembled and be installed at the individual Primary Health Care facility.

Full demonstration in the use of this equipment by a knowledgeable and skilled professional is essential

Any additional costs not covered by the pricing schedule must be stipulated by the Bidder in the quotation.

3. ON SITE INSPECTION

An on-site inspection will be carried out to the premises of the company by the Health Department to view the equipment being offered, to ensure that all equipment complies with the health and safety standards, is according to the prescribed specifications and is not outdated equipment.
ITEM: 10 FULLY AUTOMATIC 24-LITRE AUTOCLAVE WITH PRE- AND DRY-VACUUM FUNCTION INCLUDING 25-LITRES OF DISTILLED WATER AND 10 PACKETS OF CHAMBER MATE AUTOCLAVE CLEANER PER UNIT FOR PRIMARY HEALTH CARE FACILITIES

SPECIFICATIONS:

FUNCTIONS:
- **Fully automatic** autoclave with pre-vacuum and dry-vacuum function;
- Durable washable surfaces
- It is essential that the autoclave function allows for the effective sterilisation of instruments, bandages, gauze and cotton wool in aseptor bags;
- A stainless steel sterilization box that is rust-proof and fits into the chamber must be provided;
- A stainless steel tray that is rust-proof and fits into the chamber must be provided;
- Chamber to be of stainless steel and be rust-proof;
- Auto water fill system;
- Auto drying function with dry time select function;
- Digital temperature display;
- Pressure display: Pressure/vacuum gage;
- Programme function display: LED display;
- Indicator displays for: Door closed, Low water level, Over heat and Over pressure;
- Sterilization temperature: 121\(^0\) C and 135\(^0\) C;
- Programme for selection: 121\(^0\) C or 135\(^0\) C, wrapped or unwrapped, dry or un-dry, liquid, PRION programme, Bowie-dick and pump test;
- Sterilisation function: Liquid, PRION programme, Bowie-dick and pump test;
- Drying function: 0, 15, 30, 35, 40 minutes with vacuum function;
- Pressure safety valve;
- Over temperature protection; Temperature protection programme and independent temperature protection device;
- Electric overload protection;
- Over pressure protection switch;
- Door lock sensor and indicator;
- Water tank level sensor;
- Chamber water level sensor in “ADD WATER” step;
- Silicon berrow pressure lock;
- Adhere to code of vessels under pressure safety standards.

DIMENSIONS:
- Overall dimension: approximately 660mm(D) x 540mm(W) x 440mm(H);
- Chamber size: approximately 260mm x 450mm(D);
- Chamber diameter: approximately 260mm;
- Water capacity per cycle: approximately 300cc;
- Water capacity of water tank: approximately 4200cc;
- Chamber capacity: approximately **24 litres**;
- Gross weight: approximately 61kg.
• All autoclaves must have a connected electrical plug;
• It is essential that this equipment be assembled and be installed at the individual health facility;
• **25 Litres of distilled water** must be provided per unit to enable immediate use of the equipment;
• **Ten (10) packets of “Chamber Mate”** Autoclave Cleaner (or equivalent) must be provided per unit to ensure that the routine cleaning of the chamber is undertaken as required. Each packet approximately 32grams.

DEMONSTRATION AND TRAINING:
• Full demonstration in the use of this equipment by a knowledgeable and skilled professional is essential at each facility where it is delivered too;
• Use of the “Chamber Mate” for cleaning of the water tank and chamber must be fully explained and be recorded as such;

• Full training on the use, safety precautions and routine maintenance must be provided to personnel at the facility where it is delivered;
• Record of such demonstration and training indicating names and signatures of personnel trained as well as the trainer must be left at the premises.
• Provision must be made on the delivery note that demonstration and training was conducted and the same is to be signed by the facility head;
• All autoclaves must be accompanied by an instruction manual.

AFTER CARE SERVICE:
• All autoclaves are to be under guarantee for full functionality for a period of one year from the delivery date;
• Maintenance and all parts to be available in South Africa;
• All complaints/problems must be resolved within twenty-one (21) days after the complaint was lodged;
• All items that are returned must be accompanied by a receipt note from the Bidder to that effect.

ADDITIONAL REQUIREMENTS
• **A detailed catalogue in English** with a visual representation and description of the autoclave indicating functions, sterilizing and safety processes must be attached to the Document; **FAILURE TO ATTACH THE DETAILED CATALOGUE OF THE PRODUCT BEING QUOTED ON WILL RESULT IN DISQUALIFICATION.**
• The goods to be supplied are to be, in all aspects of the best description and according to the sample and specifications provided;
• No second-hand/refurbished materials/parts will be used in the final goods to be delivered by the Bidder, only new materials/parts bearing the SABS mark of quality will be considered.
• The Successful Bidder / Supplier to provide operating manuals where of all the items, including demonstration and installation of equipment as and when required.
ITEM 11: EMERGENCY TROLLEY

<table>
<thead>
<tr>
<th>No</th>
<th>Item</th>
<th>Specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Emergency trolley</td>
<td>Emergency trolley</td>
</tr>
<tr>
<td></td>
<td></td>
<td>5 drawer – 4 small and one big drawer</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Stainless steel top</td>
</tr>
<tr>
<td></td>
<td></td>
<td>With oxygen cage</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Drip-stand</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Cardiac board</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Movable</td>
</tr>
</tbody>
</table>

Bid Conditions/Requirements
- All equipment must be in line with CE/SABS standards and relevant or equivalent certification if applicable and a copy should be supplied when equipment is delivered.
- The winning Bidder/Supplier to provide cleaning and maintenance manuals where applicable.
- The winning Bidder/Supplier must provide warranty periods for all products and guarantees or replace any and all parts within 2-4 weeks’ time of receiving such a request, should the product prove to be deficient within this period at the Bidder/Supplier cost.
- The price quoted for must include supply, delivery, assembly, installation and demonstration.
- It is the Bidder responsibility to quote for final price. The EMM will not accept any responsibility for goods in transit.
- Delivery should take place 4-6 weeks after receiving the official order.
- Evaluation and award of the bid will be per item.
THE APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY, DELIVERY, OFFLOADING AND DEMONSTRATION OF SPECIALISED MEDICAL EQUIPMENT TO PRIMARY HEALTH CARE FACILITIES ON AN AS AND WHEN REQUIRED BASIS FROM 01 JULY 2017 UNTIL 30 JUNE 2019

VARIATIONS AND OMISSIONS:

The item/s / service/s offered in terms of this contract may be considered as complying with the requirements of the Municipality’s specification, in all respects, except as stated hereunder;


NAME OF BIDDING ENTITY ……………………………………………………….

FORM “K”
EKURHULENI METROPOLITAN MUNICIPALITY

CONTRACT NUMBER: A HEA 04/2017

THE APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY, DELIVERY, OFF LOADING AND DEMONSTRATION OF SPECIALISED MEDICAL EQUIPMENT TO PRIMARY HEALTH CARE FACILITIES ON AN AS AND WHEN REQUIRED BASIS FROM 01 JULY 2017 UNTIL 30 JUNE 2019

SCHEDULE OF PRICES

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>ITEM DESCRIPTION</th>
<th>ESTIMATED QUANTITY</th>
<th>UNIT PRICE (EXCL VAT)</th>
<th>TOTAL PRICE (EXCL VAT)</th>
<th>% FOREIGN EXCHANGE RATE CONTENT</th>
<th>DELIVERY PERIOD</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Adult Scale with height Meter and Body mass index Calculation</td>
<td>20</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>AED 3 Lead Automatic External Defibrillator with Monitor</td>
<td>20</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>ECG machine</td>
<td>20</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Suction Machine</td>
<td>20</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Wall Mounted Diagnostic Set</td>
<td>20</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>6</td>
<td>Handheld Pulse Oximeter</td>
<td>30</td>
<td></td>
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<tr>
<td>7</td>
<td>Foetal Doppler</td>
<td>30</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Baby Bassinets /Crib</td>
<td>30</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Upper Room Ultra Violet Germicidal (UVGI Lamps)</td>
<td>20</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Autoclave 24L with Pre &amp; Dry vacuum function including 25L distilled water &amp; 10 packets</td>
<td>10</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
NB: The EMM reserves the right to evaluate and award this bid either in part or in whole to more than one bidder.

- PLEASE NOTE THAT THE ESTIMATED QUANTITIES ARE FOR EVALUATION PURPOSE ONLY.
- Delivery should take place 4 - 6 weeks after receiving of official order.

1. CONSUMER PRICE INDEX

   **PERIOD ONE (01)**
   - BID PRICE(S) MUST BE FIXED FOR THE FIRST 12 MONTHS AFTER THE BASE MONTH WITH BASE MONTH BEING ONE MONTH PRIOR TO CLOSING OF BID
   - BID PRICE(S) IS/ARE SUBJECT TO ESCALATION OF CPI FOR THE FOLLOWING 12 MONTHS WITH THE BASE MONTH BEING THE 12\textsuperscript{th} MONTH OF PERIOD ONE (01)

   **PERIOD TWO (02)**
   - BID PRICE(S) IS/ARE SUBJECT TO ESCALATION OF CPI FOR THE FOLLOWING 12 MONTHS WITH THE BASE MONTH BEING THE 12\textsuperscript{th} MONTH OF PERIOD TWO (02)

**QUOTED PRICE:**

If any portion of the bid contains imported goods, that portion must be indicated (%) and based on a rate of exchange of R14.00 per US$ 1-00 for evaluation purposes.

Bidders must note that the final rate of exchange will be the rate applicable on date of order.

________________________________________
Signature of person authorised to sign bid documents

________________________________________
Name in block letters

________________________________________
Designation Date
FORM “L”

EKURHULENI METROPOLITAN MUNICIPALITY
GENERAL CONDITIONS OF CONTRACT

1. Definitions
The following terms shall be interpreted as indicated:
1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
1.2 “Contract” means the written agreement as contained in the bidding documents, including all attachments and appendices thereto and all documents incorporated by reference therein that comes into existence between the Municipality and the successful bidder on acceptance of the bid by way of a letter of acceptance.
1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
1.4 “Corrupt activities” means any corrupt activities as contemplated in the Prevention and Combating of Corrupt Activities Act 2004 (Act no. 12 of 2004)
1.5 “Countervailing duties” are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
1.7 “Day” means calendar day.
1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
1.9 “Dumping” occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
1.10 "Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
1.11 “GCC” means the General Conditions of Contract.
1.12 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
1.13 “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.
1.14 “Local content” means that portion of the bidding price, which is not included in the imported content, provided that local manufacture does take place.
1.15 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.16 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.17 “Purchaser” means the organization purchasing the goods.

1.18 “Republic” means the Republic of South Africa.

1.19 “SCC” means the Special Conditions of Contract.

1.20 “SCM” means Supply Chain Management.

1.21 “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.

1.22 “Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.23 “Written” or “in writing” means hand-written 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 (excluding professional services related to the building and construction industry), 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 goods, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information inspection

5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such
employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. **Patent Rights and Copyright**

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

6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity, as provided for in paragraph 35 (4) of the Supply Chain Management Policy.

7. **Performance security**

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier’s failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser’s country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier’s or certified cheque

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

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 goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor’s premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods 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 goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Goods 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 goods 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 goods 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 goods which do comply with the requirements of the contract. Failing such removal, the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods 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 22 of GCC.

9. **Packing**

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods’ final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. **Delivery and documents**

Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.

11. **Insurance**

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.

12. **Transportation**

Should a price other than an all-inclusive delivered price be required, this shall be specified.
13. **Incidental Services**

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser’s personnel, at the supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods or services, shall be agreed upon in advance by the parties before it is provided and shall not exceed the prevailing rates charged to other parties by the supplier for similar goods or services.

14. **Spare parts**

14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. **Warranty**

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

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
15.4 Upon receipt of such notice, the supplier shall, within the period specified 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, 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 All payments to bidders will only be made by means of Electronic Fund Transfer (EFT). Successful bidders will be requested to submit within 14 days after appointment, the following documents:
   - An original letter from the banking institution to confirm full details of the bank account to the Council (Company name, account number)
   - An original cancelled cheque (if applicable)
   - An original letter on the bidding entity’s letterhead confirming bank account details into which all contract payments must be made, signed by an authorised official of bidding entity

16.2 The method and conditions of payment to be made to the supplier under this contract shall be specified.

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

16.4 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of the documentation referred to in 16.3 above.

16.5 Payment will be made in Rand unless otherwise stipulated.

17. Prices
Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser’s request for bid validity extension, as the case may be.

18. Variation orders
In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Assignment
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
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.

A supplier shall not be awarded points for B-BBEE status level if it is indicated in the tender documents that such a supplier intends subcontracting more than 25% of the value of the contract to any other enterprises that does not qualify for at least the points that such a supplier qualifies for,
unless the intended sub-contractor is an exempted micro enterprise that has the capability and ability to execute the sub-contract.

A supplier awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an exempted micro enterprise that has the capability and ability to execute the sub-contract.

A supplier awarded a contract in relation to a designated sector, designated in terms of section 9 of the Preferential Procurement Regulations, 2011, or a contract where it is a specific condition that only locally produced services, works or goods or locally manufactured goods with a minimum threshold for local production and content will be considered, 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.

21. Delays in the supplier’s performance
21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier’s notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier’s time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, where the supplier’s point of supply is not situated at or near the place where the goods are required, or the supplier’s services are not readily available.

21.4 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 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods 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
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 judgement of the purchaser, has committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

23.2 In the event that the purchaser lawfully 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 lawfully terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, 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 purchaser actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

(i) the name and address of the supplier and/or person restricted by the purchaser;

(ii) the date of commencement of the restriction;

(iii) the period of restriction; and

(iv) the reasons for the restrictions

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

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

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

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 subsidized import, the Purchaser 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 supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. **Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. **Termination for insolvency**

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**

The settlement of disputes will be in terms of paragraph 50 of the EMM SCM Policy, which provides as follows:

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50. (1) The accounting officer must appoint an independent and impartial person, not directly involved in the supply chain management processes –
       (a) to assist in the resolution of disputes between the municipality and other persons regarding -
           (i) any decisions or actions taken in the implementation of the supply chain management system; or
           (ii) any matter arising from a contract awarded in the course of the supply chain management system; or
       (b) to deal with objections, complaints or queries regarding any such decisions or actions or any matters arising from such contract.

(2) The accounting officer, or another official designated by the accounting officer, is responsible for assisting the appointed person to perform his or her functions effectively.

(3) The person appointed must –
       (a) strive to resolve promptly all disputes, objections, complaints or queries received; and
       (b) submit monthly reports to the accounting officer on all disputes, objections, complaints or queries received, attended to or resolved.

(4) A dispute, objection, complaint or query may be referred to the relevant provincial treasury if –
       (a) the dispute, objection, complaint or query is not resolved within 60 days; or
       (b) no response is forthcoming within 60 days.
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(5) If the provincial treasury does not or cannot resolve the matter, the dispute, objection, complaint or query may be referred to the National Treasury for resolution.

(6) This paragraph must not be read as affecting a person’s rights to approach a court at any time.

28. **Governing language**

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.

29. **Applicable law**

The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

29.1 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.

29.2 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.

30. **Taxes and duties**

30.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser’s country.

30.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

30.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

30.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

31. **Transfer of contracts**

The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser.

32. **Amendment of contracts**

No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

33. **Prohibition of restrictive practices**

33.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/are or a contractor(s) was/were involved in collusive bidding.

33.2 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 section 59 of the Competition Act No 89 of 1998.

33.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.
FORM “M”

EKURHULENI METROPOLITAN MUNICIPALITY
SPECIAL CONDITIONS AND UNDERTAKINGS:

1 1.1 DEFINITIONS:
1.1.1  “Accounting Officer” in relation to the Municipality, means the Municipal Manager
1.1.2  "Bid" means an offer to supply goods and/or services to the EMM at a specified price or rate;
1.1.3  "Bidder” means any person offering to supply goods and/or services to the EMM;
1.1.4  “CCC” shall mean Customer Care Centre
1.1.5  “CM” shall mean City Manager of EMM appointed in terms of Section 82 of the Local Government: Municipal Structures Act 117 of 1998
1.1.6  "Contractor(s)" means the bidder whose bid has been accepted by the EMM;
1.1.7  “ED” means the Executive Director of the Department in the EMM responsible for this bid or her/his duly authorised representative;
1.1.8  “EMM” or “Municipality” shall mean the Ekurhuleni Metropolitan Municipality;
1.1.9  “Final delivery certificate” means the document issued by the EMM confirming that all the known defects have been rectified and that the works, goods or services appear in good order and have been accepted;
1.1.10  “Letter of acceptance” means the written communication by the EMM to the Contractor recording the acceptance by the EMM of the Contractor's bid subject to the further terms and conditions to be included in the contract;
1.1.11  “Signature date” and in relation to any contract, means the date of the letter of acceptance;
1.1.12  "Termination date" - in relation to any contract means the date therein indicated as the termination date, or the final delivery certificate, the completion certificate or the occupancy certificate which ever is the latter;
1.1.13  "Value added" means that portion of the bid price not constituting the cost of materials;
1.1.14  "Warranties" - means collectively any and all warranties (if any) given by the Bidder in terms of this agreement.

1.2 Interpretation:
1.2.1  In this agreement clause headings are for convenience and shall not be used in its interpretation and, unless the context clearly indicates a contrary intention: -
1.2.2  An expression which denotes-
1.2.2.1  any gender includes the other gender;
1.2.2.2  a natural person includes an artificial or juristic person and vice versa;
1.2.2.3  the singular includes the plural and vice versa;
1.2.3  Any reference to any statute, regulation or other legislation or official policy shall be a reference to that statute, regulation or other legislation or national policy as at the signature date, and as amended or re-enacted from time to time;
1.2.4  When any number of days is prescribed, such shall be reckoned as calendar days, exclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a business day, in which case the last day shall be the next succeeding day which is a business day;
1.2.5 Where any term is defined within a particular clause, other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this agreement.

2 GENERAL UNDERTAKINGS BY THE BIDDER

2.1 I/we hereby bid:
2.1.1 to supply all or any of the supplies and/or to render all or any of the services described in the attached documents [Forms, Schedule(s), and/or Annexure(s)] to the EMM;
2.1.2 on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and incorporated into, this bid);
2.1.3 at the prices and and/or rates on the terms regarding time for delivery and/or execution inserted therein.

2.2 I/we agree further that:
2.2.1 the offer herein shall remain binding upon me/us and open for acceptance by the EMM during the validity period indicated and calculated from the closing time of the bid.
2.2.2 this bid and its acceptance shall be subject to the terms and conditions contained in the Forms, Schedule(s) and/or Annexure(s) attached hereto with which I am/we are fully acquainted.
2.2.3 notwithstanding anything to the contrary in the Forms, Schedule(s) and/or Annexure(s) attached hereto:
   2.2.3.1 if I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the EMM may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and the EMM;
   2.2.3.2 in such event, I/we will then pay to the EMM any additional expense incurred by the EMM for having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid;
   2.2.3.3 the EMM shall also have the right in these circumstances, to recover such additional expenditure by set-off against monies which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other bid or contract;
   2.2.3.4 pending the ascertainment of the amount of such additional expenditure the EMM may retain such monies, guarantee or deposit as security for any loss the EMM may sustain, as determined hereunder, by reason of my/our default.
2.2.4 if my/our bid is accepted, that acceptance may be communicated to me/us by letter or facsimile or electronic mail and that proof of delivery of such acceptance to SA Post Office Ltd or the production of a document confirming that a fax or e-mail has been sent, shall be treated as delivery to me/us.
2.2.5 I/we have satisfied myself/ourselves as to the correctness and validity of this bid, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
2.2.6 I/we accept full responsibility for the proper execution and fulfilment of all obligations and conditions defaulting on me/us under this agreement as the principal(s) liable for the due fulfilment of this contract.

2.2.7 Notwithstanding the amount or cause of action involved I hereby consent to the jurisdiction of the Magistrate Court.

GENERAL BID CONDITIONS & DIRECTIVES

3 It is a condition of all requests or invitations to bid that Bidders accept, as a condition of bidding, that the obligation rests, without exception, on the Bidder/s to fully acquaint themselves with all requirements and conditions of a request, including, but not limited to, compliance with all policies and legislation to which the EMM adheres.

4 Without limiting the generality of the provisions of Clause 3 above, Bidders are required to acquaint themselves and to comply in their bid with the following policy documents of the EMM:

4.1 SUPPLY CHAIN MANAGEMENT POLICY;

4.2 PREFERENTIAL PROCUREMENT POLICY (read with the Preferential Procurement Policy Framework Act, Act No.5 of 2000, and the regulations made in accordance therewith from time to time)

Bidders are expressly required to acquaint themselves with the requirements and standards of these and all other applicable policy documents prior to completing and submitting any bids as these policies are deemed to be incorporated into the Conditions of all the EMM's Requests for Bids.

5 Failure on the part of the Bidder to sign this bid form and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications in all respects, shall invalidate this bid. Each and every part of the bid document shall be deemed to be material.

6 Bid prices must be submitted on the official bid Form “K” – “Schedule of Prices” form, which must be filled in and completed in all respects.

7 Bids must be submitted in sealed envelopes.

8 Separate envelopes must be used for each bid invitation.

9 The address, bid number and closing date must appear on the front of the envelope.

10 The name and address of the Bidder must appear on the back of the envelope.

11 Each bid document is allocated with a certain bid box number in which the bid documents must be deposited and NO bid document found to be deposited in the wrong bid box as specified, subsequent to the closing date and time of the bid, will be considered.

12 Posted bid documents will not be considered, unless they were received and deposited in the correct bid box, by a Municipality representative, before the closing date and time of the bid. The EMM accepts no responsibility nor liability in this regard for any bid not timeously placed in the correct bid box by such Municipality representative or any person or employee.

13.1 All Bidders are advised that it is an express Condition of this bid that all Bidders will be required to furnish proof, on demand, that the Bidder, or in the case of an artificial or juristic person - including its trustees, members or directors as the case may be - are in good standing in respect of any levy, rates, fine, service charge or the like due to the EMM or any other municipality or municipal entity.

13.2 In the event of the Bidder/Contractor not being in good standing and that the Bidder/Contractor is indebted to the EMM, as contemplated in this clause which arises after the signature date and before final payment has been made to the Contractor, the Contractor hereby consents to the EMM deducting from the amount of the bid awarded such amount/s as may be lawfully owing to the EMM and/or to any CCC located within the area of jurisdiction of the EMM.
13.3 The books and records of the EMM, or any extracts there from certified by the City Manager or other officer authorised thereto by the EMM shall, for the purposes of this clauses be prima facie evidence of the amounts lawfully owing to the EMM.

13.4 For purposes of this clause the term “in good standing” means that the Bidder shall not be in any way lawfully indebted to the EMM and/or to any CCC located within the area of jurisdiction of the EMM, and/or that such indebtedness shall not be older than thirty (30) days and/or that the Bidder has concluded an agreement or compromise to settle the indebtedness and is not in breach of such agreement or compromise;

14 In the event that a contract is awarded, the EMM shall accept the bid that scores the highest total number of points, having regard to the provisions of Regulations 5 and 6 of the Preferential Procurement Regulations, 2011, unless objective criteria justify the award to another Bidder as contemplated in Section 2(1)(f) of the Preferential Procurement Policy Framework Act, Act No.5 of 2000. The EMM reserves the right to negotiate additional conditions with the Bidder and/or to award a bid, where it deems appropriate, to more than one (1) Contractor/Bidder.

15 The Bidder undertakes that it will make itself and its members, officials, employees and agents, aware of the appropriate regulations and by-laws of the EMM that might have application on the Bidder’s activities in terms hereof.

16 Neither the EMM nor any official in the EMM will be held responsible for loss of a potential opportunity to bid due to the failure of the Bidder to comply with any of the requirements of these instructions, including, but not limited to, the failure to properly describe and/or categorise any requirements.

17 DETAILS OF OFFERS MADE
17.1 The covering letter or other matter submitted with the official bid document may explain, amplify or illustrate, but not replace any part of the official document or the information furnished therein;
17.2 The main offer shall be in accordance with the specifications and alternative offers shall be adequately and clearly described and differentiated, if necessary, by submitting additional schedules or a separate bid document.
17.3 ADJUDICATION OF BIDS
Bidders’ attention is drawn to the fact that the adjudication of bids will be based on a point system as indicated in Form “A” - “Procurement Form”, included in this bid document. Form “A” – “Procurement Form”, must be completed by bidders and submitted together with their bid documents by the closing date and time of the bid.

18. VARIATIONS AND OMISSIONS
Where offers depart from requirements of the specification, such departure shall be fully described on the official bid Form “J” – “Variations and Omissions” document.

GENERAL CONTRACTUAL UNDERTAKINGS

19 QUALITY OF GOODS
Notwithstanding anything to the contrary in this agreement:
19.1 The goods to be supplied under the contract are to be, in all aspects, of the best description and according to the sample (if any) and specifications provided.
19.2 In every case the goods shall be subject to the inspection and approval of the ED or his duly authorised representative, who shall be at liberty to reject them and in cases of such rejection, the Bidder agrees to be bound by the rejection of the ED or his duly authorised representative.
19.3 In the event of the approval of the goods by the said ED or his duly authorised representative and if it is later discovered that the goods are in any way defective, the EMM may reject same, in spite of such approval by its ED or his duly authorised representative.
19.4 Tests and analyses may be made as deemed necessary and the cost thereof shall be borne by the EMM provided that the goods are of the stipulated quality, failing which such cost shall be defrayed by the Bidder. The EMM shall have the right to deduct such cost from payments due to the Bidder, or otherwise to recover the same from him.

19.5 No second-hand/refurbished materials/parts will be used in the final goods to be delivered by the Bidder, only new materials/parts bearing the SABS mark of quality will be considered.

20 INDEMNITY

20.1 Without prejudice to any of the rights of the EMM arising from any of the provisions of this agreement, the Bidder indemnifies and holds the EMM harmless against all loss, liability, damage, claim, proceeding or expense of any nature whatever (including without limiting the generality of the aforesaid any party and attorney and client costs incurred by the EMM) which the EMM may suffer as a result of or which may:

20.1.1 be attributable to-

20.1.1.1 any liability of the Bidder, whether actual or contingent;

20.1.1.2 any liability of the Bidder for taxation, for which purpose the terms "taxation" shall include:

20.1.1.2.1 normal taxation;

20.1.1.2.2 value added tax;

20.1.1.2.3 minimum or secondary taxation on companies;

20.1.1.2.4 all other forms of levies or taxation.

20.1.1.3 any penalties or interest as a result thereof.

20.1.2 arise out of or in the course of or by reason of the Bidder's performance in terms of this agreement;

20.2 The Bidder undertakes to indemnify the EMM in respect of all actions, prosecutions or claims of any nature that might be brought in any manner against the EMM as a consequence of the negligence of the Bidder, its employees, members or any persons under its control;

20.3 The Bidder shall not be liable for such liability, loss, damage, claim, proceeding or expense where same was due to any act or neglect of the EMM or any person for whose actions the EMM is legally liable.

21 POWERS OF THE EMM IN THE EVENT OF GOODS BEING DEFECTIVE

21.1 In the event of the goods being defective in quantity or quality, it is agreed that, either-

21.1.1 the ED shall have power to purchase other goods or make good the deficiency in any manner he may deem fit, and any excess costs so incurred over the contract price, together with all charges and expenses attending the purchase, shall be recoverable from the Bidder; or,

21.1.2 if the EMM so determines, the Bidder shall, at his own expense, replace the affected goods or make good the deficiency at once, or within such period or at such time as the EMM may fix.

21.2 Nothing contained in this clause or with regard to delivery conditions, shall prejudice the power of the EMM in terms of clause 23 of the GCC, or of the dispute resolution provisions of this agreement.

22 DELIVERY OF GOODS

22.1 The goods shall be delivered, at the Bidder's risk and expense, subject to clause 10 of the GCC, to:

The Offices of the Ekurhuleni Metropolitan Municipality,
Corner Cross and Roses Streets,
Germiston; or,
such other place in the Municipal Area of the EMM as may be specified and at the time/s and in the manner appointed by the ED;

22.2 Each delivery must be accompanied by a correct delivery note;

22.3 All invoices (accompanied by TAX invoices) must be forwarded to the EMM without delay, clearly stating the contract and order numbers.

22.4 All equipment and material shall be marked with the appropriate contract and order numbers.

22.5 Bidders shall state in their bids as well as on the official Form “I” – “Schedule of Prices” document, the minimum time required to effect delivery of the goods required under this contract, after receipt of official order.

22.6 Delivery shall be made in accordance with the requirements set out in the contract.

22.7 All goods under contract arising from this bid shall be supplied only when ordered upon an official letter or form or order issued by the EMM.

23 RATE OF DELIVERY
As and when required, during the period of this contract.

24 FAILURE TO DELIVER GOODS
24.1 In the event-

24.1.1 of the Bidder failing to deliver the stipulated quantity of goods of the contract quality at the time and in the manner appointed by the ED, or

24.1.2 of the Bidder, if required to deliver by instalments, failing to deliver any instalment, either in whole or in part, at the time and in the manner appointed by the ED, or

24.1.3 of the EMM suffering damage by delay while rejected goods are being replaced under Clause 19,

it is agreed that the Bidder shall pay liquidated damages and not by way of penalty, to the EMM;

24.2 Such liquidated damages shall be determined in each case by the City Manager of the EMM and shall be:

24.2.1 With regard to 24.1.1: a sum equal to any excess cost incurred by the EMM over the contract price in making good the deficiency in such manner as it may deem fit, together with all charges and expenses connected therewith;

24.2.2 With regard to 24.1.2: a sum equal to any excess cost incurred by the EMM over the contract price in making good the deficiency in such manner as it may deem fit, together with all charges and expenses connected therewith;

24.2.3 With regard to 24.1.3: a sum not exceeding the actual damage so incurred by the EMM.

24.3 A certificate by the City Manager or his duly authorised representative shall constitute prima facie evidence of the indebtedness of the Contractor.

24.4 The City Manager of the EMM shall also determine the manner in which and the time when, such payment of excess costs or damages shall be made and the decision of the City Manager of the EMM shall be binding in every case.

24.5 Notwithstanding the above, the Bidder shall not be held liable to enforcement of the penalties stated above should such failure be due to vis major.

25 SURETY
25.1 The Bidder shall, if it is required of him/her, provide good and sufficient surety for the due fulfilment of the contract to the satisfaction of the EMM and such surety shall remain in force until the handing over of a final delivery certificate by the EMM;

25.2 The only surety acceptable to the EMM is cash, a certified cheque, or a bank guarantee from a banking institution registered in terms of the Banks Act, 1990 (Act. No 94 of 1990) or from an Insurer registered in terms of the Insurance Act, 1998 (Act No. 53 of 1998). Any surety shall be valid for the entire contract period and beyond if required by the EMM.
Guarantees will be required as follows:

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>PROJECT VALUE (INCL. OF VAT)</th>
<th>GUARANTEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>&lt; R500 000</td>
<td>2.5%</td>
</tr>
<tr>
<td>B</td>
<td>R500 001 – R1 000 000</td>
<td>5%</td>
</tr>
<tr>
<td>C</td>
<td>R1 000 001 – R2 000 000</td>
<td>7.5%</td>
</tr>
<tr>
<td>D</td>
<td>&gt;R2 000 000</td>
<td>10%</td>
</tr>
</tbody>
</table>

25.3 Unless otherwise provided for, the security shall be for NIL % of the total value of the bided price;
25.4 The cost of obtaining any such surety shall be borne by the Bidder;
25.5 The liability under such surety shall terminate upon the issue of a final delivery Certificate
25.6 In the event of the bidder providing a cash amount (deposit) or a bank guaranteed cheque from a registered bank drawn in favour of the EMM, the EMM will not be held accountable nor obliged to pay the Bidder interest earned as a result of such action.

26 ACCEPTANCE
26.1 Unless otherwise specified in the invitation to bid, this bid shall remain open for acceptance by the EMM for a period of one hundred and twenty (120) days from the date on which bids are due and during this period the Bidder agrees not to withdraw its bid or impair or derogate from its effect;
26.2 The written approval of this bid by the EMM, by way of letter of acceptance, shall constitute a contract binding on both parties incorporating all the terms and conditions set out in the bid documents and the letter of acceptance;
26.3 Notwithstanding anything to the contrary in this agreement, the contract shall come into existence with effect from the signature date.

27 PRICE
The price and/or rates quoted shall be nett and shall include cost of delivery and shall be quoted inclusive of all taxes excluding VAT.

28 GOVERNMENT PRICE CONTROL
28.1 Where the price of any item place on contract is controlled by legislation, the contract price shall in the event of any amendment to the price ruling at the time the bid was submitted, be subject to a like increase or decrease as the case may be.
28.2 In the event of price control over any item of contract being withdrawn during the currency of the contract, the contract price applicable to such item after the date of such withdrawal shall be the contract price in operation immediately prior to the withdrawal of price control.
28.3 Bidders shall, where appropriate, submit with their bid, details of present controlled prices. Failure to do this, shall render the bid liable to rejection on the grounds of being incomplete.
28.4 Any subsequent claims for increases in the prices shall be substantiated by documentary proof acceptable to the ED.

29 CONTRACT PRICE ADJUSTMENT
Should no price adjustment or variation clauses be included in the bid documents, the prices will be considered as being firm and the EMM will not, under any circumstances, accept for its account, any increase in the prices bided during the duration of the contract.
30 PAYMENT
Payment will be made within thirty (30) days after goods are supplied and date of invoice. The EMM may deduct any sum due to it by the Bidder under any of the provisions of this contract from any sum due to the Bidder.
All payments to bidders will only be made by means of Electronic Fund Transfer (EFT). Successful bidders will be requested to submit within 14 days after appointment, the following documents:

- An original letter from the banking institution to confirm full details of the bank account to the Council (Company name, account number)
- An original cancelled cheque (if applicable)
- An original letter on the bidding entity's letterhead confirming bank account details into which all contract payments must be made, signed by an authorised official of bidding entity

31 PERIOD OF CONTRACT
This contract is for a period with effect from date of acceptance by the Municipality, until 30 June 2019.

32 ORDERS FOR REQUIREMENTS
During the period of the contract official orders for the Municipality's requirements will be placed with the Bidder/s and the Bidder/s shall only supply the items required under this contract on receipt of such official orders.

33 DISCOUNT
A minimum of 2,5% settlement discount must be allowed on this bid for payment made within 30 days from date of receipt of invoice.

34 CONFIDENTIALITY
34.1 It is recorded that the Bidder, by virtue of his/her association with the EMM, will become possessed of and will have access to confidential information belonging to the EMM including, but without limiting the generality of the aforesaid, the following matters:

34.1.1 the contractual and financial arrangements between the EMM and other Bidders;
34.1.2 the EMM's financial matters;
34.1.3 all other matters which relate to the EMM's business and in respect of which information is not readily available in the ordinary course of business to a competitor.

34.2 Notwithstanding the aforesaid provisions of this clause, the information referred to therein as confidential information shall cease to be confidential information if:

34.2.1 it is publicly available or becomes publicly available other than as a result of a breach of this contract;
34.2.2 it comes or came into the possession of the Bidder other than by virtue of the Bidder's relationship with the EMM.

34.3 Having regard to the facts recorded above, the Bidder undertakes that in order to protect the proprietary interest of the EMM in the confidential information-

34.3.1 he/she will not during the period that he/she is a Bidder or at any time thereafter, directly or indirectly, either use or disclose any of the confidential information, other than as may be required by his/her contract with the EMM or as may be required to comply with any law or to enforce the Bidder's rights in terms of this contract;
34.3.2 any written or other instructions, drawings, notes, memoranda or records relating to the confidential information which are made by him/her or which come into his/her possession by any means whatever shall be deemed to be the property of the EMM. Such property of the EMM shall be surrendered to the EMM on demand and in any event on the termination date and the Bidder shall not retain any copies thereof or extracts therefrom.

34.4 Any action which can be construed as a contravention of the condition referred to in clause
34.3.1 and 34.3.2 above, will expose any bidder to the rejection of his bid by the EMM alternatively the summary termination of any contract entered into.

35  **BREACH**

35.1 Should either the Bidder or the EMM commit a breach of any material provision of this agreement and fail to remedy such breach within fourteen (14) days after receiving written notice from the party aggrieved thereby requiring the defaulting party to do so, then the aggrieved party shall be entitled, without prejudice to the aggrieved party's other rights in law, to cancel this agreement or to claim immediate specific performance of all of the defaulting party's obligations whether or not due for performance, in either event without prejudice to the aggrieved party's right to claim damages;

35.2 Should any party permit a non-material breach of any provision of this agreement and fail to remedy such breach within fourteen (14) days of receiving written notice from any other party to the contract requiring it to do so, then the aggrieved party shall be entitled to claim immediate specific performance of all of the defaulting party's obligations whether or not due for performance, without prejudice to the aggrieved party's other rights in law, including the right to claim damages.

36  **PUBLICITY**

None of the parties shall issue any public document or make any press release relating to or arising out of this agreement or its subject matter without obtaining the prior written approval of the EMM, to the contents thereof and the manner of its presentation and publication; provided that such approval shall not be unreasonably withheld or delayed.

37  **SEVERABILITY OF THE CONTRACT TERMS**

37.1 Each provision of this agreement is, notwithstanding the grammatical relationship between that provision and the other provisions of this agreement, severable from the other provisions of this agreement;

37.2 any provision of this agreement which is or becomes invalid, unenforceable or unlawful in any jurisdiction shall, in such jurisdiction only, be treated as *pro non scripto* to the extent that it is so invalid, unenforceable or unlawful, without invalidating or affecting the remaining provisions of this agreement which shall remain of full force and effect.

37.3 The parties declare that it is their intention that this agreement would be executed without such invalid, unenforceable or unlawful provision if they were aware of such invalidity, unenforceable or unlawful at the execution of this agreement.

38  **WAIVER OF RIGHTS**

38.1 No party's partial exercise of, failure to exercise or delay in exercising any right, power, privilege or remedy in terms of this agreement shall be construed as a waiver by that party;

38.2 Such partial exercise or failure shall not operate so as to preclude that party from exercising its rights strictly in accordance with this agreement, unless such party has expressly waived or otherwise foregone its ability to exercise such right, power, privilege or remedy (at all or in part or until after such period of delay) in terms of a written document signed by such party;

38.3 In the event of a party having concluded such a written document same shall be strictly construed.

39  **CESSION OF RIGHTS**

39.1 Save as is otherwise expressly stipulated in this agreement; this agreement is personal to the parties;
39.2 No party may cede, delegate or assign any of its rights or obligations in terms of this agreement without the prior written consent of the other parties, which consent shall not be unreasonably withheld or delayed.

39.3 Should the EMM be succeeded or replaced by any other entity that entity shall automatically substitute the EMM in this agreement unless the succeeding entity notifies the contractor to the contrary within 120 days, in writing.

40 DOMICILE & NOTICES

40.1 The parties choose their domicile for all purposes relating to this agreement; including the giving of any notice, the payment of any sum, the serving any process, as follows-

40.1.1 THE Ekurhuleni Metropolitan Municipality

<table>
<thead>
<tr>
<th>Physical</th>
<th>Finance Head Office</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>68 Woburn Avenue</td>
</tr>
<tr>
<td></td>
<td>Benoni</td>
</tr>
<tr>
<td></td>
<td>1501</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Postal</th>
<th>Private Bag x 65</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Benoni</td>
</tr>
<tr>
<td></td>
<td>1500</td>
</tr>
</tbody>
</table>

| Fax             | +27.(0)11.999-7511  |

40.1.2 [THE BIDDER / CONTRACTOR] [PROVIDE DETAILS OF BIDDING ENTITY]

| Physical Address | ........................................................................................................................... |
|                 | ........................................................................................................................... |
|                 | ........................................................................................................................... |

| Postal Code     | ........................................................................................................................... |

| Postal Address  | ........................................................................................................................... |
|                 | ........................................................................................................................... |

| Postal Code     | ........................................................................................................................... |

| Fax Number      | ........................................................................................................................... |

40.2 Each party shall be entitled from time to time, by giving written notice to the others, to vary its physical domicile to any other physical address (not being a post office box or Post Restante) within the Republic or to vary its postal domicile or its facsimile domicile to any other within the Republic.

40.3 Any notice given or any payment made by any party to any other ("addressee") which is delivered by hand between the hours of 08h00 and 16h15 on any business day to the addressee's physical domicile for the time being, shall be deemed to have been received by the addressee at the time of delivery;
40.3.2 posted by registered post to the addressee's postal domicile for the time being, shall be presumed to have been received by the addressee on the fourteenth day after date of posting.

40.4 Any notice given by any party to any other which is sent by facsimile to the addressee's facsimile domicile for the time being shall be deemed to have been received by the addressee on the day immediately succeeding the date of successful transmission thereof.

40.5 This domicile clause shall not operate so as to invalidate the giving or receipt of any notice which is actually received by the addressee other than by a method referred to in this clause.

40.6 Any notice required or permitted to be given in terms of this agreement shall be valid and effective only if in writing.

41 TOTALITY OF AGREEMENT
This agreement constitutes the sole record of the agreement between the parties in relation to the subject matter hereof. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein. This agreement supersedes and replaces all prior commitments, or representations, whether oral or written, between the parties in respect of the subject matter hereof.

42 APPLICABLE LAW
This contract shall be governed by the laws of the Republic of South Africa and notwithstanding the amount or cause of action involved and the rights of either party to approach any other court having jurisdiction, the parties consent to the jurisdiction of, the Magistrates Court.

43 DEFAULT/CANCELLATION OF BID AND/OR CONTRACT
Should it appear to the EMM that the Bidder is not executing the contract in accordance with the true intent and meaning thereof, or that the Bidder is refusing or delaying the execution of the contract or is not carrying on the work at such rate of progress as to ensure delivery by the date of delivery or, in the event of default by the Bidder, then in any of such event the EMM may give notice in writing to the Bidder to make good the failure or default, and should the Bidder fail to comply with the notice within the period specified therein, then and in such case the EMM shall, without prejudice to any of its rights under the contract, be at liberty forthwith to perform such work as the Bidder may have neglected to do, or to take the contract wholly or in part out of the Bidder's hands and order from any other person. The Bidder shall be responsible for any loss the EMM may sustain by reason of such action as the EMM may take in terms of this clause.

44 PACKING
All goods shall be crated, packed or battened securely in such a manner as to prevent damage during loading, transport and off-loading.

Unless otherwise specified, packing cases and packing materials are included in the contract price and shall be and remain the property of the EMM.

45 FALSE INFORMATION
Should it come to the attention of EMM that false information has been given in whatever way with the intention of the Bidder/Contractor to position himself/herself to be awarded the bid/contract or in respect of the performance of the contract, the EMM holds the right to disqualify the bid and/or terminate the contract.

46 LABOUR CONDITIONS
The bidder shall ensure that all remuneration paid to employees is in line with the relevant sectoral determination in terms of the Basic Conditions of Employment Act, No 75 of 1997.
FORM – “N”
CONTRACT FORM - RENDERING OF SERVICES
EKURHULENI METROPOLITAN MUNICIPALITY

CONTRACT NUMBER: A HEA 04/2017

THE APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY, DELIVERY, OFF
LOADING AND DEMONSTRATION OF SPECIALISED MEDICAL EQUIPMENT TO PRIMARY
HEALTH CARE FACILITIES ON AN AS AND WHEN REQUIRED BASIS FROM 01 JULY 2017
UNTIL 30 JUNE 2019

PART 1 (TO BE COMPLETED BY THE SUCCESSFUL BIDDER AFTER AWARD OF CONTRACT)

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

1. I hereby undertake to render services described in the attached bid documents to (name of the
institution) .......................................................... in accordance with the requirements and task directives
/proposals specifications stipulated in Bid Number......................... at the tendered price/s. My
offer/s remain binding upon me and open for acceptance by the EMM during the validity period
indicated and calculated from the closing date of the bid.

2. The bid documents shall be deemed to form and be read and construed as part of this agreement:

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s)
and rate(s) tendered cover all the services specified in the bid documents; that the price(s) and
rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and
calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions
devolving on me under this agreement as the principal liable for the due fulfilment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person
regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.
NAME (PRINT) ........................................................................................................

CAPACITY ................................................................................................................

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

NAME OF FIRM ..................................................................................................

DATE .......................................................................................................................

WITNESS:

1 ................................

DATE.............................
FORM – “N”

CONTRACT FORM - RENDERING OF SERVICES

EKURHULENI METROPOLITAN MUNICIPALITY

CONTRACT NUMBER: A HEA 04/2017

THE APPOINTMENT OF SERVICE PROVIDERS FOR THE SUPPLY, DELIVERY, OFF LOADING AND DEMONSTRATION OF SPECIALISED MEDICAL EQUIPMENT TO PRIMARY HEALTH CARE FACILITIES ON AN AS AND WHEN REQUIRED BASIS FROM 01 JULY 2017 UNTIL 30 JUNE 2019

CONTRACT FORM - RENDERING OF SERVICES
PART 2 (TO BE COMPLETED BY THE EMM)

1. I……………………………………………. in my capacity as ……………………………………………
…………………………………………… accept your bid under reference number…………………dated………………………..for the rendering of services indicated hereunder and/or further specified in the annexure(s).

2. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

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

SIGNED AT ………………………………………ON……………………………….

NAME (PRINT) ……………………………………………  SIGNATURE………………………………

WITNESS:
1 …………………………….

DATE…………………………..