


<b>TENDER DOCUMENT GOODS AND SERVICES</b>		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD
<b>SUPPLY CHAIN MANAGEMENT</b>		
SCM - 542	Approved by Branch Manager: February 2024	Version: 10

**TENDER NO: 294G/2025/26**

**TENDER DESCRIPTION: SUPPLY AND DELIVERY OF CARBON-BASED WATER TREATMENT CHEMICALS AND MEDIA AND INSTALLATION AND MAINTENANCE OF DOSING SYSTEMS FOR BULK WATER TREATMENT PLANTS**

**CONTRACT PERIOD: 120 MONTHS FROM THE COMMENCEMENT DATE OF THE CONTRACT**

**CLOSING DATE** **31/07/2026**

**CLOSING TIME** **10:00 am**

**TENDER BOX NUMBER** **223**

**TENDER FEE** **R 200**

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

<b>TENDERER</b>	
<b>NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual (hereinafter the "Tenderer")</b>	
<b>TRADING AS (if different from above)</b>	
<b>Registration number of Tenderer</b>	
<b>Physical address and chosen domicilium citandi et executandi of Tenderer</b>	

<b>NATURE OF TENDER OFFER (please indicate below)</b>	
<b>Main Offer (see clause 2.2.11.1)</b>	
<b>Alternative Offer (see clause 2.2.11.1)</b>	

<b>TENDER SERIAL NO.:</b>
<b>SIGNATURES OF CCT OFFICIALS AT TENDER OPENING</b>
<b>1</b>
<b>2</b>
<b>3</b>

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# THE TENDER

## T.1 GENERAL TENDER INFORMATION

<b>TENDER ADVERTISED</b>	:	<b>26/06/2026</b>
<b>SITE VISIT/CLARIFICATION MEETING</b>	:	Time: <b>10:00</b> on Date: <b>09 July 2026</b> (Compulsory meeting)
<b>VENUE FOR SITE VISIT/CLARIFICATION MEETING</b>	:	<b>Faure WTP – Training Centre</b> <b>34°01'49.4"S 18°46'18.0"E</b>  <b>Virtual meeting via Microsoft Teams;</b>  <b>Join:</b> <a href="https://teams.microsoft.com/meet/380244779589486?p=Anb2fhigxc4nJKS0kf">https://teams.microsoft.com/meet/380244779589486?p=Anb2fhigxc4nJKS0kf</a>  <b>Meeting ID: 380 244 779 589 486</b> <b>Passcode: gp32FE3V</b>
<b>TENDER BOX &amp; ADDRESS</b>	:	<b>Tender Box as per front cover at the Tender &amp; Quotation Boxes Office, 2<sup>nd</sup> Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.</b>  : The Tender Document (which includes the Form of Offer and Acceptance) completed and signed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the endorsement <b>“TENDER NO. 294G/2025/26: - TENDER DESCRIPTION: SUPPLY AND DELIVERY OF CARBON-BASED WATER TREATMENT CHEMICALS AND MEDIA AND INSTALLATION AND MAINTENANCE OF DOSING SYSTEMS FOR BULK WATER TREATMENT PLANTS</b> , the tender box number. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time. If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. It remains the tenderer’s responsibility to ensure that the tender is placed in either the original box or as alternatively instructed.
<b>CCT TENDER REPRESENTATIVE</b>	:	Email: <a href="mailto:SCM.Tenders22@capetown.gov.za">SCM.Tenders22@capetown.gov.za</a>

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

## T.2 CONDITIONS OF TENDER

### 2.1 General

#### 2.1.1 Actions

**2.1.1.1** The City of Cape Town (hereafter referred to as the “CCT”) and each tenderer submitting a tender offer (hereinafter referred to as the “tenderer” or the “supplier”) shall comply with item T.2 of this Tender Document Goods and Services (hereinafter referred to as these “Conditions of Tender”). The tenderer and the CCT shall collectively hereinafter be referred to as the “Parties” and individually a “Party”). In their dealings with each other, the Parties shall discharge their duties and obligations as set out in these Conditions of Tender, timeously and with integrity, and behave equitably, honestly and transparently, and shall comply with all legal obligations imposed on the Parties herein and in accordance with all applicable laws.

**The Parties agree that this tender Tender Document Goods and Services (hereinafter referred to as the”Tender” / “Tender Document”), its evaluation and acceptance and any resulting contract shall also be subject to the CCT’s Supply Chain Management Policy (‘SCM Policy’) that was applicable on the date the bid was advertised and as amended from time to time. If the CCT adopts a new SCM Policy which contemplates that any clause therein would apply to the Contract emanating from this tender (hereinafter referred to as the “Contract”), such clause shall also be applicable to that Contract. Please refer to this document contained on the CCT’s website.**

**Abuse of the supply chain management system is not permitted and may result, inter alia, (1) in the tender being rejected; (2) cancellation of the contract; (3) restriction of the supplier, and/or (4) the exercise by the CCT of any other remedies available to it as provided for in the SCM Policy and/or the the Contract and/or this tender and/or any applicable laws .**

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

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

#### 2.1.2 Interpretation

**2.1.2.1** The additional requirements contained in Annexure F to the contract (hereinafter referred to as the “returnable documents” / “Returnable Schedules”) are part of these Conditions of Tender and are specifically hereby incorporated into these Conditions of Tender.

**2.1.2.2** These Conditions of Tender and returnable Documents which are required for CCT’s tender evaluation purposes herein, shall form part of the Contract arising from the CCT’s corresponding invitation to tender.

#### 2.1.3 Communication during tender process

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

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

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

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

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

## 2.1.5 Procurement procedures

### 2.1.5.1 General

Unless otherwise stated in the Conditions of Tender, a contract will be concluded with the tenderer who scores the highest number of tender adjudication points per category per area (where applicable). For the purpose of this tender, four categories have been identified and are outlined in the table below.

Category	Scope
A	CO <sub>2</sub> – Bulk Silo/Microbulk – Bulk Water Area North
B	CO <sub>2</sub> – Bulk Silo/Microbulk – Bulk Water Area South
C	CO <sub>2</sub> Cylinders - Citywide
D	PAC/GAC - Citywide

The CCT intends to appoint three tenderers the highest ranked tenderer (“the winner”) and in addition two “alternative tenderers” for the allocation of work per category. If insufficient responsive bids are received, the CCT reserves the right to appoint fewer tenderers, or not to appoint any tenderers at all.

Tenderers may elect to tender for one or more categories. As such, a single tenderer may be awarded one or more categories. Tenderers must indicate their preference in the schedule F.15 titled Category of Preference.

Suppliers, once appointed and subject to operational requirements, will be invited to deliver the goods or services on a “winner-takes-all” basis, whereby the order will always be offered and, if accepted, allocated to the highest ranked tenderer (“the winner”), and only if he refuses will the work be offered to the next highest ranked tenderer from the alternative tenderers).

The contract period shall be for a period of **120** months from the commencement date of the contract.

### 2.1.5.2 Proposal procedure using the two stage-system

A two-stage system will not be followed

### 2.1.5.3 Nomination of Standby Bidder

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

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

#### **2.1.6.1 Disputes, objections, complaints and queries**

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

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

#### **2.1.6.2 Appeals**

- a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the CCT, may appeal against that decision by giving written notice of the appeal and reasons to the City Manager within 21 days of the date of the notification of the decision.
- b) An appeal must contain the following:
  - i. Must be in writing
  - ii. It must set out the reasons for the appeal
  - iii. It must state in which way the Appellant's rights were affected by the decision;
  - iv. It must state the remedy sought; and
  - v. It must be accompanied with a copy of the notification advising the person of the decision
- c) The relevant CCT appeal authority must consider the appeal and **may confirm, vary or revoke** the decision that has been appealed, but no such revocation of a decision may detract from any rights that may have accrued as a result of the decision.

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

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

- 2.1.6.4** All requests referring to sub clauses 2.1.6.1 and 2.1.6.2 must be submitted in writing to:  
**The City Manager** - C/o the Manager: Legal Compliance Unit, Legal Services Department, Office of the City Manager  
**Via hand delivery at:** 20<sup>th</sup> Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001  
**Via post at:** Private Bag X918, Cape Town, 8000  
**Via email at:** [MSA.Appeals@capetown.gov.za](mailto:MSA.Appeals@capetown.gov.za)

- 2.1.6.5** All requests referring to clause 2.1.6.3 must be submitted in writing to:  
**The City Manager** - C/o the Manager: Access to Information Unit, Legal Service Department, Office of the City Manager  
**Via hand delivery at:** 20<sup>th</sup> Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001  
**Via post at:** Private Bag X918, Cape Town, 8000  
**Via email at:** [Access2info.Act@capetown.gov.za](mailto:Access2info.Act@capetown.gov.za)

#### **2.1.6.6 The minimum standards regarding accessing and 'processing' of any personal information belonging to another in terms of Protection of Personal Information Act, 2013 (POPIA).**

For purposes of this clause 2.1.6.6, the contract and these Conditions of Tender, the terms "data subject", "Personal Information" and "Processing" shall have the meaning as set out in section 1 of POPIA, and "Process" shall have the corresponding meaning.

The CCT, its employees, representatives and sub-contractors may, from time to time, Process the tenderer's and/or its employees', representatives' and/or sub-contractors' Personal Information, for purposes of, and/or relating to, the tender, the contract and these Conditions of Tender, for research purposes, and/or as otherwise may be envisaged in the CCT's Privacy Notice and/or in relation to the CCT's Supply Chain Management Policy or as may be otherwise permitted by law. This includes the Processing of the latter Personal Information by the CCT's due diligence assurance provider, professional advisors and the Appeal Authority as applicable. The CCT's justification for the processing of such aforesaid Personal Information is based on section 11(1)(b) of POPIA, i.e., in terms of which the CCT's Processing of the said Personal Information is necessary to carry out actions for the conclusion and/or performance of the contract, to which the applicable data subject (envisaged in this clause 2.1.6.6 above) is a party.

All requests relating to data protection must be submitted in writing to:  
The City Manager - C/o the Information Officer, Office of the City Manager  
Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001  
Via post at: Private Bag X9181, Cape Town, 8000  
Via email at: Popia@capetown.gov.za.

#### **2.1.6.7 Compliance to the CCTs Appeals Policy.**

In terms of the CCT's Appeals Policy, a fixed upfront administration fee will be charged. In addition, a surcharge may be imposed for vexatious and frivolous or otherwise manifestly inappropriate tender related appeals.

The current approved administration fee is R300.00 and may be paid at any of the Municipal Offices or at the Civic Centre in Cape Town using the GL Data Capture Receipt attached as Annexure F.13: Appeal Application Form. Alternatively, via EFT into the CCT's NEDBANK Account: CITY OF CAPE TOWN and using Reference number: 198158966. You are required to send proof of payment when lodging your appeal.

The current surcharge for vexatious and frivolous or otherwise manifestly inappropriate tender related appeals will be calculated as  $\frac{1}{2}$  (Administrative cost of the tender appeal) + 0.25 % (Appellant's tender price).

Should the payment of the administration fee of R300.00 or the surcharge not be received, such fee or surcharge will be added as a Sundry Tariff to the bidder's municipal account.

In the event where the bidder does not have a Municipal account with the CCT, the fee or surcharge may be recovered in terms of the CCT's Credit Control and Debt Collection By-law, 2006 (as amended) and its Credit Control and Debt Collection Policy.

#### **2.1.7 CCT Supplier Database Registration**

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

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

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

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

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

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

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

## 2.2 Tenderer's obligations

### 2.2.1 Eligibility Criteria

**2.2.1.1 Tenderers are obligated to submit a tender offer that complies in all aspects to the conditions as detailed in this tender document and the Conditions of Tender. An acceptable tender must "COMPLY IN ALL" aspects with the tender, Conditions of Tender, all Specifications (i.e., item C.5 below, hereinafter the "Specifications"), pricing instructions herein and the Contract including its conditions.**

#### 2.2.1.1.1 Submit a tender offer

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

#### 2.2.1.1.2 Compliance with requirements of CCT SCM Policy and procedures

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

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

#### 2.2.1.1.3 Compulsory clarification meeting

Tenderers are required to attend a compulsory clarification meeting at which they may familiarise themselves with aspects of the proposed work, services or supply and pose questions.

Details of the meeting(s) are stated in the General Tender Information (i.e. in item T.1 above).

Only those tenders submitted by tenderers whose attendance at this meeting have been recorded, will be declared responsive.

#### 2.2.1.1.4 Mandatory Requirements

The Bulk CO<sub>2</sub> gas supply Tenderer must submit a suitable, feasible and acceptable concept level technical proposals including all assumptions and risks for the installation of the “external equipment” (refer to specifications paragraph 1.1.3) to ensure sustainable supply of carbon dioxide gas to each of the bulk storage plants. The Constantia Nek Water Treatment Plant uses cylinders and does not require any changes. Tenders shall familiarize themselves with each site prior to tendering. Failure to submit the technical proposal will render the tender nonresponsive.

The bulk CO<sub>2</sub> contractor must submit, at the time of tender closure, a Certificate of Analysis of the carbon dioxide gas to be supplied. Failure to submit the Certificate of Analysis will render the tender nonresponsive.

The PAC contractor must submit a sample independent of the tender documents as soon as possible but no later than 5 working days after closing of tender to Scientific Services Branch Laboratory accompanied by a Certificate of Analysis of PAC to be supplied. Failure to submit the sample will render the tender nonresponsive.

The GAC contractor must submit a sample independent of the tender documents as soon as possible but no later than 5 working days after closing of tender to Scientific Services Branch Laboratory accompanied by a Certificate of Analysis of GAC to be supplied. Failure to submit the sample will render the tender nonresponsive.

#### 2.2.1.1.5 Minimum score for functionality

Only those tenders submitted by tenderers who achieve the minimum score for functionality as stated below will be declared responsive.

The description of the functionality criteria and the maximum possible score for each is shown in the tables below. The score achieved for functionality will be the sum of the scores achieved, in the evaluation process, for the individual criteria.

#### Category A & B – Bulk Supply of Carbon Dioxide

The following criteria is applicable to bulk supply of **Carbon Dioxide (CO<sub>2</sub>) Gas**:

Criteria	Evaluation Criteria	Points	Max
Track Record in the Bulk Supply and Delivery of Pressurised Carbon Dioxide or Similar* Pressurised Gas (Complete Schedule F.13:B1)	0 to 3 months relevant experience	0	25
	>3 months to < 1 years relevant experience	10	
	1< to < 2 years relevant experience	15	
	2 to 3 years relevant experience	20	
	> 3 years relevant experience	25	
Supply Capability of Pressurised Carbon Dioxide (Complete Schedule F.13:B1)	< 250 tonnes per annum	0	35
	250 to 500 tonnes per annum	15	
	> 500 to 1000 tonnes per annum	25	
	> 1000 tonnes per annum	35	
Transport (evidence of delivery capacity) (Complete Schedule F.13:C1)	Capacity to deliver < 5 tonnes per delivery	0	20
	Capacity to deliver 5 to 10 tonnes per delivery	10	
	Capacity to deliver > 10 - 15 tonnes per delivery	15	
	> 15 tonnes per delivery	20	

Technical Lead – Maintenance Experience with ECSA Pr Tech Eng/ Pr Eng (Complete Schedule F.13:D1)	< 1 years relevant experience	<b>0</b>	<b>20</b>
	1 to < 2 years relevant experience	<b>10</b>	
	2 to 4 years relevant experience	<b>15</b>	
	> 4 years relevant experience	<b>20</b>	
<b>Total</b>			<b>100</b>

\*A similar Pressurised Gas to CO<sub>2</sub> shall be any of the following:

- Chlorine Gas
- Liquid Petroleum Gas

This is only applicable to Track Record in the Bulk Supply and Delivery of Pressurised Carbon Dioxide

The minimum qualifying score for functionality is **70** out of a maximum of **100**.

Where the entity tendering is a Joint Venture or Consortium, the tenderer's tender response must be accompanied by a statement describing exactly what aspects of the work will be undertaken by each party to the joint venture.

Technical capability, experience, and functionality requirements will be assessed collectively across the Joint Venture or Consortium, provided that the Joint Venture / Consortium Agreement clearly demonstrates how the combined experience and resources meet the tender requirements.

Where specific minimum requirements apply to individual disciplines, roles, or key personnel, such requirements must be met by the member(s) responsible for that portion of the work.

Tenderers shall ensure that all relevant information has been submitted with the tender offer in the prescribed format to ensure optimal scoring of functionality points for each Evaluation Criteria. Failure to provide all information **IN THIS TENDER SUBMISSION** could result in the tenderer not being able to achieve the specified minimum scoring.

A more detailed explanation of the functionality criteria is given below:

**Track Record & Supply Capability**

The Tenderer shall provide evidence that they have the capability to supply and deliver Pressurised Carbon Dioxide or Similar\* Pressurised Gas. Evidence in the form of an agreement with a manufacturer or manufacturing plant design capacity, previous contracts, invoices, reference letter from clients etc. must be supplied. Refer to Schedule F.13 B1.

**Equipment and Vehicles**

The Tenderer must provide evidence of signed agreements/commitments with external partners for the transportation components (where applicable), for the duration of the contract period. (Supporting documents must be submitted with the tender document e.g. licence/registration or lease). Refer to Schedule F.13 C1

**Technical Team Lead Experience**

Evidence of a suitable qualified and experienced team lead for the system maintenance must be provided. Proof in the form of CV's, company reference letters, qualifications and certifications etc. must be submitted. Refer to Schedule F.13 D1

### Category C –Supply of Carbon Dioxide in Cylinders

The following criteria is applicable to the supply of **Carbon Dioxide (CO<sub>2</sub>) Gas in cylinders:**

Criteria	Evaluation Criteria	Points	Max
Track Record in the Bulk Supply and Delivery of Pressurised Carbon Dioxide or Similar* Pressurised Gas (Complete Schedule F.13:B1)	< 1 years relevant experience	0	25
	1 < to < 2 years relevant experience	10	
	2 to 5 years relevant experience	15	
	> 5 years relevant experience	25	
Supply Turnover of Pressurised Carbon Dioxide or Similar* Pressurised Gas (Complete Schedule F.13:B1)	< 5 tonnes per annum	0	25
	5 to 10 tonnes per annum	10	
	> 10 to 20 tonnes per annum	20	
	> 20 tonnes per annum	25	
Transport (evidence of delivery capacity) (Complete Schedule F.13:C1)	Capacity to deliver < 350 kg per delivery	0	15
	Capacity to deliver 350 - 500 kg per delivery	5	
	Capacity to deliver > 500 kg - 1 tonne per delivery	10	
	> 1 tonne per delivery	15	
Technical Lead – Maintenance Experience (Complete Schedule F.13:D1)	< 1 year's relevant experience	0	35
	1 to < 2 years relevant experience	10	
	2 to 4 years relevant experience	25	
	> 4 years relevant experience	35	
<b>Total</b>			<b>100</b>

The minimum qualifying score for functionality is **70** out of a maximum of **100**.

Where the entity tendering is a Joint Venture or Consortium, the tenderer's tender response must be accompanied by a statement describing exactly what aspects of the work will be undertaken by each party to the joint venture.

Technical capability, experience, and functionality requirements will be assessed collectively across the Joint Venture or Consortium, provided that the Joint Venture / Consortium Agreement clearly demonstrates how the combined experience and resources meet the tender requirements.

Where specific minimum requirements apply to individual disciplines, roles, or key personnel, such requirements must be met by the member(s) responsible for that portion of the work.

Tenderers shall ensure that all relevant information has been submitted with the tender offer in the prescribed format to ensure optimal scoring of functionality points for each Evaluation Criteria. Failure to provide all information **IN THIS TENDER SUBMISSION** could result in the tenderer not being able to achieve the specified minimum scoring.

A more detailed explanation of the functionality criteria is given below:

## Track Record & Supply Turnover

The Tenderer shall provide evidence that they have experience in the supply and delivery of Pressurised Carbon Dioxide or Similar\* Pressurised Gas and Powdered Activated Carbon or similar\* water treatment chemical. Evidence in the form of previous contracts, invoices, reference letter from clients etc. must be supplied. Refer to Schedule F.13 B2

## Equipment and Vehicles

The Tenderer must provide evidence of signed agreements/commitments with external partners for the transportation components (where applicable), for the duration of the contract period. (Supporting documents must be submitted with the tender document e.g. licence/registration or lease). Refer to Schedule F.13 C2

## Technical Team Lead Experience

Evidence of a suitable qualified and experienced team lead for the system maintenance must be provided. Proof in the form of CV's, company reference letters, qualifications and certifications etc. must be submitted. Refer to Schedule F.13 D2

## Category D - Powdered Activated Carbon (PAC) & Granular Activated Carbon (GAC)

The following criteria is applicable to **Powdered Activated Carbon (PAC) and Granular Activated Carbon (GAC)**

Criteria	Evaluation Criteria	Points	Max
Track record in the supply of PAC/GAC or similar* water treatment chemical. (Complete Schedule F.13:B2)	< 1 years relevant experience	0	30
	1 to < 2 years relevant experience	10	
	2 to 4 years relevant experience	20	
	> 4 years relevant experience	30	
Previous Supply turnover of PAC/GAC or similar* water treatment chemical. (Complete Schedule F.13:B2)	< 20 tonnes per annum	0	40
	20 to 100 tonnes per annum	15	
	> 100 to 150 tonnes per annum	25	
	> 150 tonnes per annum	40	
Transport (evidence of delivery capacity) (Complete Schedule F.13:C2)	Capacity to deliver < 5 tonnes per delivery	0	30
	Capacity to deliver 5 to 20 tonnes per delivery	15	
	Capacity to deliver > 20 tonnes per delivery	30	
<b>Total</b>			<b>100</b>

\*A similar water treatment chemical to PAC/GAC shall be any of the following:

- Bentonite
- Powdered Coagulants or Flocculants
- Hydrated Lime
- Filter sand media
- Ion Exchange Resin

The minimum qualifying score for functionality is **70** out of a maximum of **100**.

Where the entity tendering is a Joint Venture or Consortium, the tenderer's tender response must be accompanied by a statement describing exactly what aspects of the work will be undertaken by each

party to the joint venture.

Technical capability, experience, and functionality requirements will be assessed collectively across the Joint Venture or Consortium, provided that the Joint Venture / Consortium Agreement clearly demonstrates how the combined experience and resources meet the tender requirements.

Where specific minimum requirements apply to individual disciplines, roles, or key personnel, such requirements must be met by the member(s) responsible for that portion of the work.

Tenderers shall ensure that all relevant information has been submitted with the tender offer in the prescribed format to ensure optimal scoring of functionality points for each Evaluation Criteria. Failure to provide all information **IN THIS TENDER SUBMISSION** could result in the tenderer not being able to achieve the specified minimum scoring.

A more detailed explanation of the functionality criteria is given below:

### **Track Record & Supply Turnover**

The Tenderer shall provide evidence that they have experience in the supply and delivery of Pressurised Carbon Dioxide or Similar\* Pressurised Gas and Powdered Activated Carbon or similar\* water treatment chemical. Evidence in the form of previous contracts, invoices, reference letter from clients etc. must be supplied. Refer to Schedule F.13 B3

### **Equipment and Vehicles**

The Tenderer must provide evidence of signed agreements/commitments with external partners for the transportation components (where applicable), for the duration of the contract period. (Supporting documents must be submitted with the tender document e.g. licence/registration or lease). Refer to Schedule F.13 C3

#### **2.2.1.1.7 Provision of samples**

Only those tenders submitted by tenderers who provided acceptable samples as stated in the Tender Specifications will be declared responsive. Refer to clause 2.3 of the Specifications.

- PAC
- GAC

#### **2.2.2 Cost of tendering**

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

#### **2.2.3 Check documents**

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

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

#### **2.2.4 Confidentiality and copyright of documents**

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

### **2.2.5 Reference documents**

The tenderer shall obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, Conditions of Contract and other publications, which are not attached but which are incorporated into the tender document(s) by reference.

### **2.2.6 Acknowledge and comply with notices**

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

### **2.2.7 Clarification meeting**

The tenderer shall attend, where required, a clarification meeting at which tenderers may familiarise themselves with aspects of the proposed work, services or supply and pose questions. Details of the meeting(s) are stated in the General Tender Information (i.e., in item T.1 above).

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

### **2.2.8 Seek clarification**

The tenderer shall request clarification of the tender documents, if necessary, by notifying the CCT at least one week before the closing time stated in the General Tender Information (i.e., in item T.1 above), where possible.

### **2.2.9 Pricing the tender offer**

**2.2.9.1** The tenderer shall comply with all pricing instructions as stated on the Price Schedule.

### **2.2.10 Alterations to documents**

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

### **2.2.11 Alternative tender offers**

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

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

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

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

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

tender offer is higher than the ranking of the next ranked acceptable main tender offer.

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

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

**2.2.11.2** Acceptance of an alternative tender offer by the CCT may be based only on the criteria stated in the Conditions of Tender or applicable criteria otherwise acceptable to the CCT.

#### **2.2.12 Submitting a tender offer**

**2.2.12.1** The tenderer is required to submit one tender offer only on the original tender documents as issued by the CCT, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the Conditions of Contract and described in the Specifications. Only those tenders submitted on the tender documents as issued by the CCT together with all Tender Returnable Documents duly completed and signed will be declared responsive.

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

**2.2.12.3** The tenderer shall sign the original tender offer where required in terms of the Conditions of Tender. The tender shall be signed by a person duly authorised by the tenderer to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation / founding document of the joint venture or any other document signed by all Parties, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner.

**2.2.12.4** Where a two-envelope system is required in terms of the Conditions of Tender, place and seal the returnable documents listed in the Conditions of Tender in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the CCT's address and identification details stated in the General Tender Information (i.e., item T.1 above), as well as the tenderer's name and contact address.

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

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

**2.2.12.7** Tender offers submitted by facsimile or e-mail will be rejected by the CCT, unless stated otherwise in the Conditions of Tender.

**2.2.12.8** By signing the offer part of the Form of Offer (**Section 5, Part A hereto**) the tenderer warrants and agrees that all information provided in the tender submission is true and correct.

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

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

### **2.2.13 Information and data to be completed in all respects**

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

### **2.2.14 Closing time**

**2.2.14.1** The tenderer shall ensure that the CCT receives the tender offer, together with all applicable documents specified herein, at the address specified in the General Tender Information herein prior to the closing time stated on the front page of the tender document.

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

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

### **2.2.15 Tender offer validity and withdrawal of tenders**

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

**2.2.15.2** Notwithstanding the period stated in clause 2.2.15.1 above, bids shall remain valid for acceptance for a period of twelve (12) months after the expiry of the original validity period, unless the CCT is notified in writing of anything to the contrary by the bidder. The validity of bids may be further extended by a period of not more than six months subject to mutual agreement by the parties, administrative processes and upon approval by the City Manager, unless the required extension is as a result of an appeal process or court ruling.

In circumstances where the validity period of a tender has expired, and the tender has not been awarded, the tender process is considered "completed", despite there being no decision (award or cancellation) made. This anomaly does not fall under any of the listed grounds of cancellation and should be treated as a "non award". A "non award" is supported as a recommendation to the CCT's Bod Adjudication Committee ("BAC") for noting.

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

- a) it shall be liable to the CCT for any additional expense incurred or losses suffered by the CCT in having either to accept another tender or, if new tenders have to be invited, the additional expenses incurred or losses suffered by the invitation of new tenders and the subsequent acceptance of any other tender;
- b) the CCT shall also have the right to recover such additional expenses or losses by set-off against monies which may be due or become due to the tenderer under this or any other tender or contract or against any guarantee or deposit that may have been furnished by the tenderer or on its behalf for the due fulfilment of this or any other tender or contract. Pending the ascertainment of the amount of such additional expenses or losses, the CCT shall be entitled to retain such monies, guarantee or deposit as security for any such expenses or loss, without prejudice to the CCT's other rights and/or remedies available to it in accordance with any applicable laws.

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

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

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

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

## **2.2.17 Provide other material**

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

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

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

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

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

## **2.2.18 Samples, Inspections, tests and analysis**

Tenderers shall provide access during working hours to premises for inspections, tests and analysis as provided for in the Conditions of Tender or Specifications.

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

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

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

## **2.2.19 Certificates**

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

### **2.2.19.1. Preference Points for Specific Goals**

In order to qualify for preference points for Specific Goals, it is the responsibility of the tenderer to submit sufficient, relevant and verifiable documentary proof in support of any claim for preference points. Failure to submit adequate and verifiable evidence may result in the non-awarding of preference points claimed.

Tenderers are further referred to the Preference Schedule for the detailed methodology, scoring criteria, and conditions applicable to the allocation of preference points for Specific Goals.

#### **2.2.19.2 Evidence of tax compliance**

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

Each party to a Consortium/Joint Venture shall submit a separate Tax Compliance Status Pin.

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

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

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

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

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

#### **2.2.21 Claims arising from submission of tender**

By responding to the tender herein, the tenderer warrants that it has:

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

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

## **2.3 The CCT's undertakings**

### **2.3.1 Respond to requests from the tenderer**

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

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

### **2.3.2 Issue Notices**

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

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

### **2.3.3 Opening of tender submissions**

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

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

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

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

### **2.3.4 two-envelope system**

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

**2.3.4.2** The CCT shall evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who have submitted responsive technical proposals of the time and place when the financial proposals will be opened. The CCT shall open only the financial proposals of tenderers, who have submitted responsive technical proposals in accordance with the requirements as stated in the Conditions of Tender, and announce the total price and any preference claimed. Return unopened financial proposals to tenderers whose technical proposals were non responsive.

### **2.3.5 Non-disclosure**

The CCT shall not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers and recommendations for the award of

a contract, until after the award of the contract to the successful tenderer.

### **2.3.6 Grounds for rejection and disqualification**

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

### **2.3.7 Test for responsiveness**

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

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

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

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

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

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

### **2.3.8 Arithmetical errors, omissions and discrepancies**

**2.3.8.1** Check the responsive tenders for:

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

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

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

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

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

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

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

### **2.3.9 Clarification of a tender offer**

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

### **2.3.10 Evaluation of tender offers**

#### **2.3.10.1 General**

**2.3.10.1.1** The CCT may reduce each responsive tender offer to a comparative price and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the Conditions of Tender.

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

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

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

#### **2.3.10.2 Decimal places**

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

### 2.3.10.3 Scoring of tenders (price and preference)

**2.3.10.3.1** Points for price will be allocated in accordance with the formula set out in this clause based on the price per item / rates as set out in the **Price Schedule (Section 7)**:

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

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

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

**2.3.10.3.4** Applicable formula:

Either the 80/20 or 90/10 preference point system will apply to this tender or the lowest acceptable tender will be used to determine the applicable preferences

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

Price shall be scored as follows:

$$P_s = 80 \times \left( 1 - \frac{(P_t - P_{min})}{P_{min}} \right)$$

Where:  $P_s$  is the number of points scored for price;  
 $P_t$  is the price of the tender under consideration;  
 $P_{min}$  is the price of the lowest responsive tender.

Preference points shall be based on the Specific Goal as per below:

**Table B1: Awards above R750 000 and up to R50 mil (VAT Inclusive)**

#	Specific goals allocated points	Preference Points (80/20)
	<i>Reconstruction and Development Programme (RDP) as published in Government Gazette</i>	
1	<p><b>Promotion of Micro and Small Enterprises</b></p> <p><i>Micro with a turnover up to R20million and Small with a turnover up to R80 million as per National Small Enterprise Act, 1996 (Act No.102 of 1996)</i></p> <p><i>SME partnership, sub-contracting, joint venture or consortiums</i></p>	8
2	<p><b>Enterprise Supplier Development and Socio Economic Development</b></p> <p>&gt; 15% of total expenditure = 6 points</p> <p>&gt; 12% up to 15% of total expenditure = 5 points</p> <p>&gt; 9% up to 12% of total expenditure = 4 points</p> <p>&gt; 6% up to 9% of total expenditure = 3 points</p> <p>&gt; 3% up to 6% of total expenditure = 2 points</p> <p>&gt;= 1% up to 3% total expenditure = 1 points</p> <p>&lt; 1% of total expenditure = 0 points</p>	6

3	<p><b>Skills Development OR Employee Share Scheme</b></p> <p><b>Skills Development</b></p> <p>&gt; 5% of total profit = 6 points</p> <p>&gt; 4% up to 5% of total profit = 5 points</p> <p>&gt; 3% up to 4% of total profit = 4 points</p> <p>&gt; 2% up to 3% of total profit = 3 points</p> <p>&gt; 1% up to 2% of total profit = 2 points</p> <p>&gt;= 0.5% up to 1% of total profit = 1 points</p> <p>&lt; 0.5% of total profit = 0 points</p> <p><b>OR Employee Share Scheme</b></p> <p>&gt; 15% employee ownership = 6 points</p> <p>&gt; 12% up to 15% employee ownership = 5 points</p> <p>&gt; 9% up to 12% employee ownership = 4 points</p> <p>&gt; 6% up to 9% employee ownership = 3 points</p> <p>&gt; 3% up to 6% employee ownership = 2 points</p> <p>&gt;= 1% to 3% employee ownership = 1 points</p> <p>&lt; 1% employee ownership = 0 points</p>	6
	<b>Total points</b>	<b>20</b>

**OR**

The 90/10 price/preference points system will be applied to the evaluation of responsive tenders above a Rand value of R50'000'000 (all applicable taxes included), whereby the order(s) will be placed with the tenderer(s) scoring the highest total number of adjudication points.

Price shall be scored as follows:

$$P_s = 90 \times \left( 1 - \frac{(P_t - P_{min})}{P_{min}} \right)$$

Where:             $P_s$  is the number of points scored for price;  
                          $P_t$  is the price of the tender under consideration;  
                          $P_{min}$  is the price of the lowest responsive tender.

Preference points shall be based on the Specific Goal as per below:

**Table B2: Awards above R50 mil (VAT Inclusive)**

#	Specific goals allocated points	Preference Points (90/10)
	<i>Reconstruction and Development Programme (RDP) as published in Government Gazette</i>	
1	<p><b>Promotion of Micro and Small Enterprises</b></p> <p><i>Micro with a turnover up to R20million and Small with a turnover up to R80 million as per National Small Enterprise Act, 1996 (Act No.102 of 1996)</i></p> <p><i>SME partnership, sub-contracting, joint venture or consortiums</i></p>	4

2	<p><b>Enterprise Supplier Development and Socio Economic Development</b></p> <p>&gt; 15% of total expenditure = 3 points  &gt; 10% up to 15% of total expenditure = 2 points  &gt;= 5% up to 10% of total expenditure = 1 points  &lt; 5% of total expenditure = 0 points</p>	3
3	<p><b>Skills Development OR Employee Share Scheme</b></p> <p><b>Skills Development</b></p> <p>&gt; 5% of total profit = 3 points  &gt; 3% up to 5% of total profit = 2 points  &gt;= 1% up to 3% of total profit = 1 points  &lt; 1% of total profit = 0 points</p> <p><b>OR Employee Share Scheme</b></p> <p>&gt; 15% employee ownership = 3 points  &gt; 10% up to 15% employee ownership = 2 point  &gt;= 5% up to 10% employee ownership = 1 point  &lt; 5% employee ownership = 0 point</p>	3
	<b>Total points</b>	<b>10</b>

#### 2.3.10.5 Risk Analysis

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

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

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

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

### **2.3.11 Negotiations with preferred tenderers**

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

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

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

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

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

In terms of the CCT's SCM Policy, tenders must be cancelled in the event that negotiations fail to achieve a market related price with any of the three highest scoring tenderers.

### **2.3.12 Acceptance of tender offer**

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

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

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

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

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

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

- 2.3.12.4** The CCT reserves the right not to make an award, or revoke an award already made, where the implementation of the contract may result in reputational risk or harm to the CCT as a result of (inter alia):
- a) reports of poor governance or unethical behaviour, or both;
  - b) association with known notorious individuals and family of notorious individuals;
  - c) poor performance issues, known to the CCT;
  - d) negative media reports, including negative social media reports;
  - e) adverse assurance (e.g. due diligence) report outcomes; and
  - f) circumstances where the relevant vendor has employed, or is directed by, anyone who was previously employed in the service of the state (as defined in clause 1.53 of the SCM Policy), where the person is or was negatively implicated in any SCM irregularity.

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

### **2.3.13 Prepare contract documents**

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

- a) Notices issued during the tender period,
- b) Inclusion of some of the returnable documents, and
- c) Other revisions agreed between the CCT and the successful tenderer.

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


### **2.3.14 Notice to successful and unsuccessful tenderers**

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

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

### **2.3.15 Provide written reasons for actions taken**

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

<b>TENDER DOCUMENT GOODS AND SERVICES</b>		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD
<b>SUPPLY CHAIN MANAGEMENT</b>		
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<b>TENDER NO: 294G/2025/26</b>
<b>TENDER DESCRIPTION: [SUPPLY AND DELIVERY OF CARBON-BASED WATER TREATMENT CHEMICALS AND MEDIA AND INSTALLATION AND MAINTENANCE OF DOSING SYSTEMS FOR BULK WATER TREATMENT PLANTS]</b>
<b>CONTRACT PERIOD: 120 MONTHS FROM THE COMMENCEMENT DATE OF THE CONTRACT</b>

## THE CONTRACT

<b>THE CITY OF CAPE TOWN</b>	
A metropolitan municipality, established in terms of the Local Government: Municipal Structures Act, 117 of 1998 read with the Province of the Western Cape: Provincial Gazette 5588 dated 22 September 2000, as amended ("the Purchaser") herein represented by	
<b>AUTHORISED REPRESENTATIVE</b>	

AND

<b>SUPPLIER</b>	
<b>NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual (The "Supplier" / "tenderer")</b>	
<b>TRADING AS (if different from above)</b>	
<b>REGISTRATION NUMBER</b>	
<b>PHYSICAL ADDRESS / CHOSEN DOMICILIUM CITANI ET EXECTUANDI OF THE SUPPLIER</b>	
<b>AUTHORISED REPRESENTATIVE</b>	
<b>CAPACITY OF AUTHORISED REPRESENTATIVE</b>	

(HEREINAFTER COLLECTIVELY REFERRED TO AS "THE PARTIES" AND INDIVIDUALLY A "PARTY")

<b>NATURE OF TENDER OFFER (please indicate below)</b>	
<b>Main Offer (see clause 2.2.11.1)</b>	
<b>Alternative Offer (see clause 2.2.11.1)</b>	

## C.1 DETAILS OF TENDERER/SUPPLIER

### 1.1 Type of Entity (Please tick one box)

- Individual / Sole Proprietor
  Close Corporation
 Company
- Partnership or Joint Venture or Consortium
  Trust
 Other:

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

<b>Name of Company / Close Corporation or Partnership / Joint Venture / Consortium or Individual /Sole Proprietor</b>	
<b>Trading as</b> (if different from above)	
<b>Company / Close Corporation registration number</b> (if applicable)	
<b>Postal address</b>	Postal Code _____
<b>Physical address</b> (Chosen Domicilium Citandi Et Executandi)	Postal Code _____
<b>Contact details of the person duly authorised to represent the tenderer</b>	Name: Mr/Ms _____ <span style="margin-left: 300px;">(Name &amp; Surname)</span> Telephone : (____) _____ Fax : (____) _____ Cellular Telephone: _____ E-mail address: _____
<b>Income tax number</b>	
<b>VAT registration number</b>	
<b>SARS Tax Compliance Status PIN</b>	
<b>CCT Supplier Database Registration Number</b> (See Conditions of Tender)	
<b>National Treasury Central Supplier Database registration number</b> (See Conditions of Tender)	
<b>Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered?</b>	<input type="checkbox"/> Yes <span style="margin-left: 100px;"><input type="checkbox"/> No</span> If yes, enclose proof
<b>Is tenderer a foreign based supplier for the Goods / Services / Works offered?</b>	<input type="checkbox"/> Yes <span style="margin-left: 100px;"><input type="checkbox"/> No</span> If yes, answer the Questionnaire to Bidding Foreign Suppliers (below)
<b>Questionnaire to Bidding Foreign Suppliers</b>	a) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa? <input type="checkbox"/> Yes <span style="margin-left: 100px;"><input type="checkbox"/> No</span>
	b) Does the tenderer have a permanent establishment in the Republic of South Africa? <input type="checkbox"/> Yes <span style="margin-left: 100px;"><input type="checkbox"/> No</span>
	c) Does the tenderer have any source of income in the Republic of South Africa? <input type="checkbox"/> Yes <span style="margin-left: 100px;"><input type="checkbox"/> No</span>
	d) Is the tenderer liable in the Republic of South Africa for any form of taxation? <input type="checkbox"/> Yes <span style="margin-left: 100px;"><input type="checkbox"/> No</span>
<b>Other Required registration numbers</b>	

## C.2 FORM OF OFFER AND ACCEPTANCE

### TENDER [294G/2025/26: SUPPLY AND DELIVERY OF CARBON-BASED WATER TREATMENT CHEMICALS AND MEDIA AND INSTALLATION AND MAINTENANCE OF DOSING SYSTEMS FOR BULK WATER TREATMENT PLANTS

#### C.2.1 Offer (To Be Completed by the Tenderer as Part of Tender Submission)

The tenderer, identified in the offer signature table below,

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

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

SIGNED AT \_\_\_\_\_ (PLACE) ON THE \_\_\_\_ (DAY) OF \_\_\_\_\_ (MONTH AND YEAR)

\_\_\_\_\_  
For and on behalf of the Supplier  
(Duly Authorised)  
Name and Surname:

\_\_\_\_\_  
Witness 1 Signature  
Name and Surname:

\_\_\_\_\_  
Witness 2 Signature  
Name and Surname:

INITIALS OF CCT OFFICIALS		
1	2	3

**FORM OF OFFER AND ACCEPTANCE (continued)**

**TENDER [294G/2025/26: SUPPLY AND DELIVERY OF CARBON-BASED WATER TREATMENT CHEMICALS AND MEDIA AND INSTALLATION AND MAINTENANCE OF DOSING SYSTEMS FOR BULK WATER TREATMENT PLANTS ]**

**C.2.2 Acceptance (To Be Completed by the CCT)**

By signing this part of this *Form of Offer and Acceptance*, the CCT accepts the tenderer's (if awarded the Supplier's) offer. In consideration thereof, the CCT shall pay the Supplier the amount due in accordance with the conditions of contract. Acceptance of the Supplier's offer shall form an agreement between the CCT and the Supplier upon the terms and conditions contained in this document.

The terms of the agreement are contained in the Contract (as defined) including drawings and documents or parts thereof, which may be incorporated by reference.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the *Tender Returnable Documents* as well as any changes to the terms of the offer agreed by the tenderer and the CCT during this process of offer and acceptance, are contained in the *Schedule of Deviations* attached to and forming part of this *Form of Offer and Acceptance*. No amendments to or deviations from said documents are valid unless contained in the *Schedule of Deviations*.

The Supplier shall within 2 (two) weeks after receiving a complete, copy of the Contract, including the *Schedule of Deviations* (if any), contact the CCT to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documents to be provided in terms the *Special Conditions of Contract*. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation / breach of the agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the Commencement Date, being the date upon which the Supplier confirms receipt from the CCT of 1 (one) complete, signed copy of the Contract, including amendments or deviations contained in the *Schedule of Deviations* (if any).

\_\_\_\_\_  
For and on behalf of the City of Cape Town  
(Duly Authorised)  
Name and Surname:

\_\_\_\_\_  
Witness 1 Signature  
Name and Surname:

\_\_\_\_\_  
Witness 2 Signature  
Name and Surname:

**FORM OF OFFER AND ACCEPTANCE (continued)**

**TENDER [294G/2025/26: SUPPLY AND DELIVERY OF CARBON-BASED WATER TREATMENT CHEMICALS AND MEDIA AND INSTALLATION AND MAINTENANCE OF DOSING SYSTEMS FOR BULK WATER TREATMENT PLANTS ]**

**C.2.3 Schedule of Deviations (To be Completed by the CCT upon Acceptance)**

**Notes:**

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

1 Subject .....  
Details .....

2 Subject .....  
Details .....

3 Subject .....  
Details .....

4 Subject .....  
Details .....

ONLY TO BE COMPLETED AT ACCEPTANCE STAGE

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

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the Commencement Date, shall have any meaning or effect between the Parties arising from the agreement.

**FORM OF OFFER AND ACCEPTANCE (continued)**

**TENDER [294G/2025/26: SUPPLY AND DELIVERY OF CARBON-BASED WATER TREATMENT CHEMICALS AND MEDIA AND INSTALLATION AND MAINTENANCE OF DOSING SYSTEMS FOR BULK WATER TREATMENT PLANTS ]**

**C.2.4 Confirmation of Receipt (To be Completed by Supplier upon Acceptance)**

The Supplier identified in the offer part of the Contract hereby confirms receipt from the CCT of 1 (one) complete, signed copy of the Contract, including the *Schedule of Deviations* (if any) on:

The..... (Day)

Of..... (Month)

20..... (year)

At..... (Place)

For the Supplier: Signature(s) .....

Name(s) .....

Capacity .....

Signature and name of witness:

Signature ..... Name .....

**ONLY TO BE COMPLETED AT ACCEPTANCE STAGE**

**C.3 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**

**AGREEMENT MADE AND ENTERED INTO BETWEEN THE CCT (HEREINAFTER CALLED THE "CCT")  
AND**

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

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

I, ....., representing

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

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

COID ACT Registration Number: .....

OR Compensation Insurer: ..... Policy No: .....

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

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

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

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

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

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Mandatory**

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
for and on behalf of  
CCT

## C.4 PRICE SCHEDULE

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

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

CATEGORY A - AREA NORTH			
<b>1</b>	<b>CATEGORY A: BULK CO<sub>2</sub> SUPPLY, ON-SITE STORAGE, AND MAINTENANCE OF PRESSURISED CO<sub>2</sub> SYSTEMS</b>		
Item No.	Water Treatment Plant	Unit	Rate Excluding VAT
1.1	Blackheath Water Treatment Plant	per kg	R
1.2	Voelvie Water Treatment Plant	per kg	R
1.3	Wemmershoek Water Treatment Plant	per kg	R
1.4	Ad-hoc Site	per kg	R
<b>2</b>	<b>CATEGORY A: ROUTINE ASSESSMENT INSPECTION AND REPORT – CO<sub>2</sub> GAS (on the operation, maintenance and control of the dosing system)</b>		
Item No.	All Sites	Unit	Rate Excluding VAT
2.1	Assessment Inspection and Report	per Assessment Report	R
<b>3</b>	<b>CATEGORY A: SUPPLY ON-SITE TRAINING TO THE CITY’S PROCESS &amp; TECHNICAL STAFF (on the operation, maintenance and control of the dosing system)</b>		
ITEM NO.	ALL SITES	UNIT	Rate Excluding VAT
3.1	Onsite Training	per session	R

CATEGORY B - AREA SOUTH			
<b>4</b>	<b>CATEGORY B: BULK CO<sub>2</sub> SUPPLY, ON-SITE STORAGE, AND MAINTENANCE OF PRESSURISED CO<sub>2</sub> SYSTEMS</b>		
Item No.	Water Treatment Plant	Unit	Rate Excluding VAT
4.1	Faure Water Treatment Plant	per kg	R
4.2	Steenbras Water Treatment Plant	per kg	R
4.3	Kloofnek Water Treatment Plant	per kg	R

4.4	Brooklands Water Treatment Plant	per kg	R
4.5	Phillipi Water Treatment Plant	per kg	R
4.6	Ad-hoc Site	per kg	R
<b>5</b>	<b>CATEGORY B: ROUTINE ASSESSMENT INSPECTION AND REPORT – CO<sub>2</sub> GAS (on the operation, maintenance and control of the dosing system)</b>		
<b>ITEM NO.</b>	<b>ALL SITES</b>	<b>UNIT</b>	<b>Rate Excluding VAT</b>
5.1	Assessment Inspection and Report	per Assessment Report	R
<b>6</b>	<b>CATEGORY B: SUPPLY ON-SITE TRAINING TO THE CITY'S PROCESS &amp; TECHNICAL STAFF (on the operation, maintenance and control of the dosing system)</b>		
<b>ITEM NO.</b>	<b>ALL SITES</b>	<b>UNIT</b>	<b>Rate Excluding VAT</b>
6.1	Onsite Training	per session	R

<b>CATEGORY C</b>			
<b>7</b>	<b>CATEGORY C: SUPPLY AND DELIVERY OF PRESSURISED CARBON DIOXIDE GAS IN CYLINDERS</b>		
<b>Item No.</b>	<b>All Water Treatment Plant</b>	<b>Unit</b>	<b>Rate Excluding VAT</b>
7.1	Carbon Dioxide in Cylinders	per kg	R
7.2	Cylinder Replacement (Lost or Damaged)	per cylinder	R
<b>8</b>	<b>CATEGORY C: ROUTINE ASSESSMENT INSPECTION AND REPORT – CO<sub>2</sub> GAS (on the operation, maintenance and control of the dosing system)</b>		
<b>ITEM NO.</b>	<b>ALL SITES</b>	<b>UNIT</b>	<b>Rate Excluding VAT</b>
8.1	Assessment Inspection and Report	per Assessment Report	R
<b>9</b>	<b>CATEGORY C: SUPPLY ON-SITE TRAINING TO THE CITY'S PROCESS &amp; TECHNICAL STAFF (on the operation, maintenance and control of the dosing system)</b>		
<b>ITEM NO.</b>	<b>ALL SITES</b>	<b>UNIT</b>	<b>Rate Excluding VAT</b>
9.1	Onsite Training	per session	R

<b>CATEGORY D</b>			
<b>10</b>	<b>CATEGORY D: SUPPLY AND DELIVERY OF POWDERED ACTIVATED CARBON TO ALL WATER TREATMENT PLANTS (WTPs)</b>		
<b>Item No.</b>	<b>All Sites</b>	<b>Unit</b>	<b>Rate Excluding VAT</b>
10.1	PAC supplied in 20kg bags	per Tonne	R
10.2	PAC supplied in 50 – 100 kg bags	per Tonne	R
10.3	PAC supplied in 200 to 250 kg bulk bags	per Tonne	R
<b>11</b>	<b>CATEGORY D: SUPPLY AND DELIVERY OF GRANULAR ACTIVATED CARBON TO ALL WATER TREATMENT PLANTS (WTPs)</b>		
<b>Item No.</b>	<b>All Sites</b>	<b>Unit</b>	<b>Rate Excluding VAT</b>
11.1	Supply, Delivery and offloading of Granular Activated Carbon in 1 tonne bags - 12 x 40 mesh size	per Tonne	R
11.2	Supply, Delivery and offloading of Granular Activated Carbon in 1 tonne bags - 8 x 30 mesh size	per Tonne	R
11.3	Removal of spent Granular Activated Carbon from Filters	per Tonne	R
11.4	Filling of filters with virgin/regenerated Granular Activated Carbon	per Tonne	R
11.5	Transport and disposal of spent Granular Activated Carbon to Landfill	per Tonne	R
11.6	Offsite regeneration of spent Granular Activated Carbon and Transportation from and to site	per Tonne	R
<b>12</b>	<b>CATEGORY D: OPTIONAL PROPOSAL FOR ONSITE REGENERATION OF GAC</b>		
12.1	Onsite handling and regeneration of spent Granular Activated Carbon (optional – proposal with breakdown of cost)	per Tonne	R

### Pricing Instructions:

- 5.1 State the rates and prices in Rand unless instructed otherwise in the Conditions of Tender.
- 5.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.
- 5.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.
- 5.4 All prices shall be tendered in accordance with the units specified in this schedule.

- 5.6 The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word “included” or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the CCT may also perform a risk analysis with regard to the reasonableness of such rates.**
  
- 5.7 Provide fixed rates and prices for the duration of the contract that are not subject to adjustment except as otherwise provided for in clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract.
  
- 5.8 All prices per category **must** be completed in order to be considered.
- 5.8.1 All pricing schedules **must** be accompanied with a detailed price breakdown which is inclusive of all associated works.
- 5.8.2 Item 12.1 is an optional proposal that may be submitted under and will not be evaluated under price and preference

INITIALS OF CCT OFFICIALS		
1	2	3

## C.5 SPECIFICATION(S)

### 1. CARBON DIOXIDE GAS (CATEGORY A, B & C)

#### 1.1. SCOPE

- 1.1.1. Carbon dioxide (CO<sub>2</sub>) gas is used for pH adjustment and stabilization in the water treatment process across the City of Cape Town. It is required at multiple water treatment plants (WTPs) and will also be used at future treatment plants. The tender calls for the supply of carbon dioxide needed to treat water at the following water treatment plants broken up into three groups or categories:

Category A	Category B	Category C
Blackheath WTP	Faure WTP	Constantia Nek WTP
Voelvlei WTP	Steenbras WTP	All Sites (Ad-hoc basis)
Wemmershoek WTP	Kloofnek WTP	
Ad-hoc Sites	Brooklands WTP	
	Phillipi WTP	
	Ad-hoc Sites	

**TABLE 1: SITES PER CATEGORY**

It must be clearly understood that the tendered prices must include the cost of all arrangements necessary for the actual delivery of gas to the relevant sites. Pricing must include the cost of transportation, the installation and maintenance of onsite “external equipment” to store (Bulk Storage/Microbulk) the carbon dioxide and deliver the volumes and quality of CO<sub>2</sub> gas specified.

Category A and B require supply, delivery and transfer of pressurized carbon dioxide gas to onsite bulk storage tanks/silos via bulk carriers and/or microbulk carbon dioxide gas systems. The Phillipi WTP under construction and will require carbon dioxide once commissioned (estimated late 2028 to early 2029).

Category C requires supply and delivery of pressurized carbon dioxide gas in cylinders.

- 1.1.2. Adjustment of pH and stabilization (or buffering) are important elements of the treatment process, ensuring that water leaving the treatment works is at the optimum pH, acidity and alkalinity to best meet the needs of the consumers and that the water’s safety and purity comply with legislated drinking water standards. Stabilization helps ensure that the water will remain fit for drinking throughout the distribution system whilst not being corrosive to the pipework or causing any precipitation in the reticulation systems.
- 1.1.3. The Bulk CO<sub>2</sub> gas supply Tenderer must submit a suitable, feasible and acceptable concept level technical proposals including all assumptions and risks for the installation of the “external equipment” to ensure sustainable supply of carbon dioxide gas to each of the bulk storage plants. The Constantia Nek Water Treatment Plant uses cylinders and does not require any changes. Tenders shall familiarize themselves with each site prior to tendering. Table 2 provides contact details to the relevant sites. All requests to visit the site will close one week prior to tender closing. Failure to submit the technical proposal will render the tender nonresponsive.
- 1.1.4. External Equipment includes storage tanks, heat exchangers/vaporisers, pressure reducing and control valves, meters, and anything else required to supply carbon dioxide in accordance with the specification. **DIAGRAM 1** illustrates the boundary at the flange between the internal and external equipment at the bulk storage plants

## 1.2. DELIVERIES/SERVICES TO WATER TREATMENT PLANTS IN GENERAL

1.2.1. The City reserves the right to refuse late deliveries, especially if not previously arranged and any additional transport costs will be for the contractor's payment.

CCT WATER TREATMENT PLANTS	DEPOT/SCHEME MANAGER	EMAIL	LOCATION
Faure WTP	Allen Blanckenberg	<a href="mailto:Allen.Blanckenberg@capetown.gov.za">Allen.Blanckenberg@capetown.gov.za</a>	34°01'49.4"S 18°46'18.0"E
	Daisy Legodi	<a href="mailto:Ngwakhamela.Legodi@capetown.gov.za">Ngwakhamela.Legodi@capetown.gov.za</a>	
Steenbras WTP	Phillip Jacobs	<a href="mailto:Phillip.Jacobs@capetown.gov.za">Phillip.Jacobs@capetown.gov.za</a>	34°10'31.4"S 18°50'58.4"E
	Haroon Prince	<a href="mailto:Haroon.Prince@capetown.gov.za">Haroon.Prince@capetown.gov.za</a>	
Kloofnek WTP	Willem De Kock	<a href="mailto:Willem.DeKock@capetown.gov.za">Willem.DeKock@capetown.gov.za</a>	33°56'49.5"S 18°23'41.3"E
	Charles Klaase	<a href="mailto:Joseph.Klaase@capetown.gov.za">Joseph.Klaase@capetown.gov.za</a>	
Brooklands WTP	Thurston Appels	<a href="mailto:Thurston.Appels@capetown.gov.za">Thurston.Appels@capetown.gov.za</a>	34°10'09.4"S 18°23'59.1"E
	Charles Klaase	<a href="mailto:Joseph.Klaase@capetown.gov.za">Joseph.Klaase@capetown.gov.za</a>	
Constantia Nek WTP	Daniel Lukas	<a href="mailto:DanielWayne.Lukas@capetown.gov.za">DanielWayne.Lukas@capetown.gov.za</a>	34°00'40.7"S 18°24'19.0"E
	Charles Klaase	<a href="mailto:Joseph.Klaase@capetown.gov.za">Joseph.Klaase@capetown.gov.za</a>	
Blackheath WTP	Ashraf Abrahams	<a href="mailto:Ashraf.Abrahams@capetown.gov.za">Ashraf.Abrahams@capetown.gov.za</a>	33°56'54.9"S 18°43'41.8"E
	Hilton Southgate	<a href="mailto:Hilton.Southgate@capetown.gov.za">Hilton.Southgate@capetown.gov.za</a>	
Voelvie WTP	Patricia Gone	<a href="mailto:Patricia.Gone@capetown.gov.za">Patricia.Gone@capetown.gov.za</a>	33°23'07.7"S 19°01'58.7"E
	Graham Alexander	<a href="mailto:Graham.Alexander2@capetown.gov.za">Graham.Alexander2@capetown.gov.za</a>	
Wemmershoek WTP	Lesiba Tema	<a href="mailto:Lesiba.Tema@capetown.gov.za">Lesiba.Tema@capetown.gov.za</a>	33°50'01.0"S 19°04'21.0"E
	Anthony Ramcwana	<a href="mailto:Anthony.Ramncwana@capetown.gov.za">Anthony.Ramncwana@capetown.gov.za</a>	
Helderberg WTP	Aubrey Vaaltyn	<a href="mailto:Aubrey.Vaaltyn@capetown.gov.za">Aubrey.Vaaltyn@capetown.gov.za</a>	34°03'54.9"S 18°52'21.5"E
	Daisy Legodi	<a href="mailto:Ngwakhamela.Legodi@capetown.gov.za">Ngwakhamela.Legodi@capetown.gov.za</a>	
Witzands WTP	Zwelethu Piliso	<a href="mailto:Zwelethu.Piliso@capetown.gov.za">Zwelethu.Piliso@capetown.gov.za</a>	33°37'35.3"S 18°26'35.7"E
	Nosisa Nqayi	<a href="mailto:Nosisa.Nqayi@capetown.gov.za">Nosisa.Nqayi@capetown.gov.za</a>	
Silwerstroom WTP	Zwelethu Piliso	<a href="mailto:Zwelethu.Piliso@capetown.gov.za">Zwelethu.Piliso@capetown.gov.za</a>	33°34'57.2"S 18°21'58.8"E
	Nosisa Nqayi	<a href="mailto:Nosisa.Nqayi@capetown.gov.za">Nosisa.Nqayi@capetown.gov.za</a>	
Phillipi WTP	Janet Chunderduri	<a href="mailto:Janet.Chunderduri@capetown.gov.za">Janet.Chunderduri@capetown.gov.za</a>	To be provided
Mitchells Plain WTP	Janet Chunderduri	<a href="mailto:Janet.Chunderduri@capetown.gov.za">Janet.Chunderduri@capetown.gov.za</a>	To be provided
Strandfontein West WTP	Janet Chunderduri	<a href="mailto:Janet.Chunderduri@capetown.gov.za">Janet.Chunderduri@capetown.gov.za</a>	34°04'17.0"S 18°32'36.7"E

**TABLE 2: BULK WATER TREATMENT PLANT LOCATIONS**



**FIGURE 1: CCT WATER TREATMENT PLANT LOCATION MAP**

- 1.2.2. Service providers will only be able to access the equipment during the hours of 08:00 till 15:30 on weekdays excluding Public Holidays. Work permits may be obtained from the plant’s management.
- 1.2.3. Delivery tankers are to have drip free transfer pumps. No spillage or leakage at the transfer points will be allowed.

- 1.2.4. Tankers used for delivering bulk carbon dioxide gas should preferably be dedicated to the supply of carbon dioxide gas to prevent contamination. If a non-dedicated tanker is used, a Cleanliness Certificate must be provided with each delivery of carbon dioxide gas, certifying the fact that the tanker has been inspected after it has been thoroughly cleaned to remove any trace of the previous contents. In case of a cleanliness certificate, the nature of the previous product must be stated.
- 1.2.5. If a non-dedicated tanker is going to be used, this must be stated in the tender submission, indicating the other products for which the tanker would be used.
- 1.2.6. The Bulk CO<sub>2</sub> contractor will be required to draw up a weekly delivery schedule in conjunction with the managers of all the treatment plants included in this tender (subject to receiving a PO). The delivery schedule must meet normal treatment requirements and should always be adhered to by the supplier.
- 1.2.7. Provision for weekend or after-hours deliveries by the Bulk CO<sub>2</sub> contractor can be made but would preferably only be utilized in the case of operational emergencies. If night work is proposed, suitable lighting must be installed on the tanker, and a specific Safe Work Procedure must be approved by the city prior to commencing deliveries.
- 1.2.8. While delivering and transferring the carbon dioxide gas or services, the contractor and his transporter or other sub-contractor are to comply with the appropriate safety regulations, which will be rigorously enforced at the treatment plants and will be available onsite.
- 1.2.9. Under normal routine operation, the Bulk CO<sub>2</sub> contractor must be able to make deliveries to the respective plants within 5 days after receipt of an order. In case of emergencies, which will be rare, the contractor must be able to make emergency deliveries (1 tanker load) within 48 hours of receipt of request/order.
- 1.2.10. Water demand in the Cape Town area varies significantly with the seasons and therefore so does the requirement for carbon dioxide gas. Furthermore, treatment plant flows can be drastically adjusted from time to time as a means of optimally managing the dam levels of the Western Cape.
- 1.2.11. Bulk CO<sub>2</sub> contractors are to note that, depending on the size of their on-site storage facilities for carbon dioxide at each plant, frequent and regular deliveries are required.
- 1.2.12. Microbulk CO<sub>2</sub> systems that incorporate cryogenic storage vessels may also be considered as suitable onsite bulk carbon dioxide gas supply systems. This system may include the necessary manifolds, mixers, telemetry and other components. These systems may be fully enclosed in a stainless-steel cage and may be mounted on a skid base or installed.
- 1.2.13. The supplier must comply with a minimum onsite storage volume equal to 7 days of plant operation per site at maximum demand. If a Microbulk system is proposed, the use of two skids/storage vessels with duty standby operation may be necessary.

<b>WATER TREATMENT PLANT</b>	<b>ESTIMATED ANNUAL QUANTITY OF CO<sub>2</sub> GAS EXPECTED TO BE USED (tonnes)</b>	<b>MAX QUANTITY OF CO<sub>2</sub> GAS EXPECTED TO BE USED (kg/h)</b>	<b>AVERAGE QUANTITY OF CO<sub>2</sub> GAS EXPECTED TO BE USED (kg/h)</b>
Constantia Nek	8	1.5	0.9
Blackheath	1664	312	190
Brooklands	31	4	3.5
Faure	1936	375	221
Kloofnek	70	12	8
Steenbras	788	112	90
Voelvrei	394	72	45
Wemmershoek	508	144	58
Phillipi	65	12	7.5

**TABLE 3: ESTIMATED CO<sub>2</sub> DEMAND FORECAST**

\*Zero flow may be expected because of seasonal shutdown of a treatment plants or if annual maintenance is required. The above figures are only an estimation with actual figures dependent on operation and water demand.

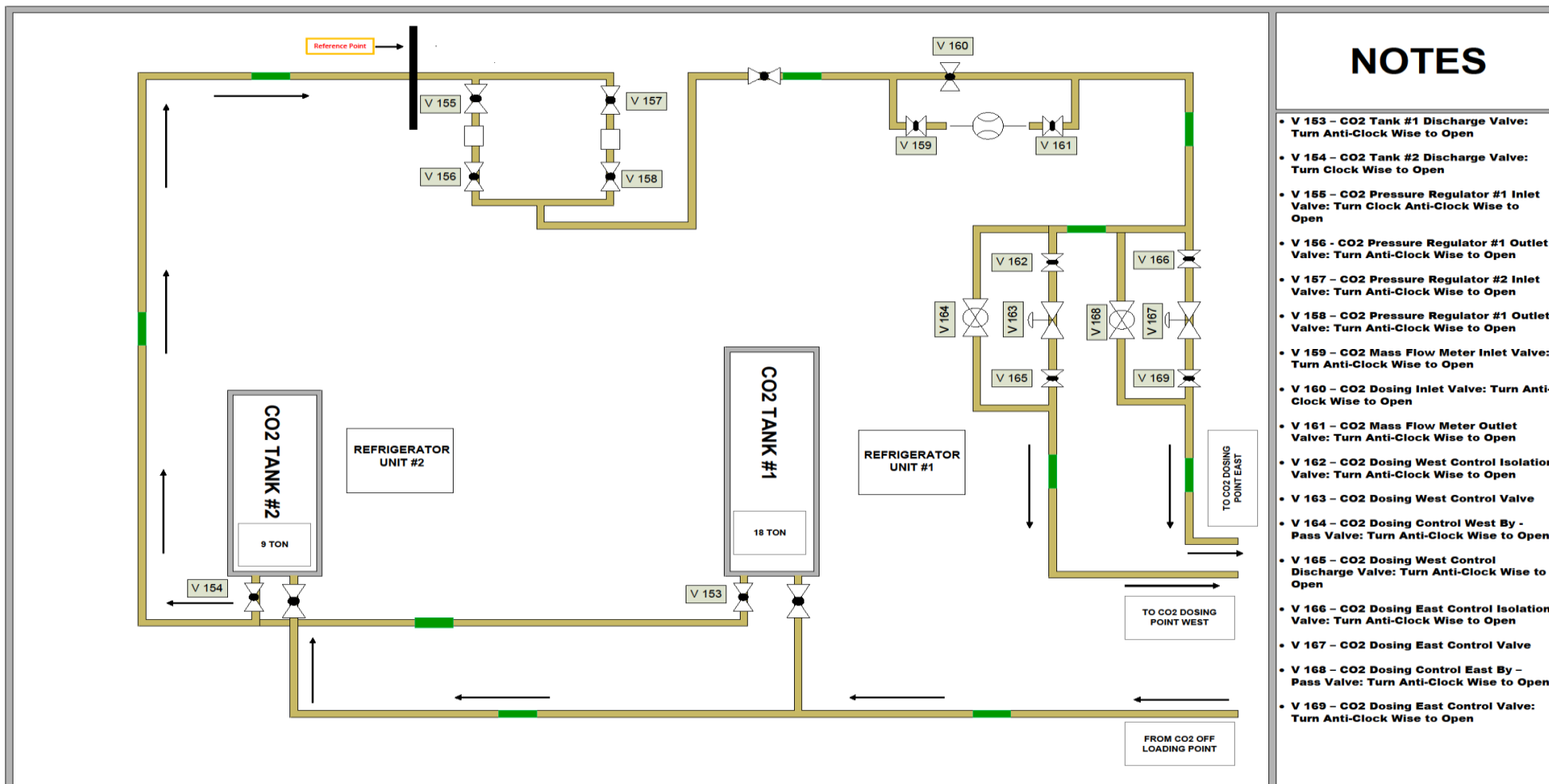
### 1.3. FACILITIES

**The following is applicable to onsite bulk storage tank silo systems as well as microbulk systems**

- 1.3.1. The Tenderer must provide on-site storage for the bulk carbon dioxide. If the tenderer is not the owner of the bulk carbon dioxide storage facilities to be erected on site and the tenderer does not intend to install his/her own facilities, a signed agreement with the owner for use of the bulk carbon dioxide storage facility for the duration of the contract is to be provided upon award.
- 1.3.2. The Bulk CO<sub>2</sub> facilities provided shall be capable of providing carbon dioxide for the maximum daily treatment capacity of the water treatment plants at all times. The figures given in the tables above are intended to give some indication of possible variations in demand and what peaks can be expected. Tenderer to determine storage requirements in accordance with the quantities indicated in the above table.
- 1.3.3. Internal and external equipment (as defined below) was installed by the current (or previous suppliers) at the Cities Water Treatment Plants. The internal equipment is the property of the City of Cape Town, while the external equipment remains the property of the current/previous Bulk CO<sub>2</sub> contractor.
- 1.3.4. The successful Bulk CO<sub>2</sub> tenderer shall supply and install all the necessary external equipment at each plant, up to the flange (termination point) which defines the boundary between the internal and external equipment at each treatment plant, to effectively supply, deliver and feed the carbon dioxide gas into the treated water via the existing internal supply system. The diagram below illustrates a typical layout of CO<sub>2</sub> installation, indicating the interface point of internal and external equipment.
- 1.3.5. The successful Bulk/Microbulk CO<sub>2</sub> Tenderer shall provide for a failsafe system whereby the gas feed will be shut down in the event of suction pressure being lost at the inductors or failure of the sparge pipe or any other related system.
- 1.3.6. The successful tenderer must provide a plan for installation and indicate a date for completion upon award. The Bulk CO<sub>2</sub> Tenderer must provide technical drawings (e.g. Process Flow Diagrams, preliminary Piping & Instrumentation Diagrams, layout drawings, etc.) of the proposed installation and equipment approved by an ECSA registered professional engineer/engineering technologist. Process descriptions and control philosophies must also be provided.
- 1.3.7. All work on site shall be under the supervision of the City's GMR2(1) Competent Person and shall conform to the OHS Act legal requirements and safety standards in operation at the plants at the time. All electrical and earthing equipment must be installed in accordance with SANS 10142-1: 2024 (or latest update). All safety and security regulations at the plants shall be adhered to at all times.
- 1.3.8. Copies of the attached "Form of Undertaking in respect of the Occupational Health and Safety Act, 1993" shall be completed by the Tenderer and submitted to the relevant Plant Manager before any service, audit or other work commences.
- 1.3.9. The equipment at each plant is divided into two sections, defined as follows:
- 1.3.10. External Equipment - includes storage tanks, heat exchangers/vaporizers, pressure reducing and control valves, meters, and anything else required to supply carbon dioxide in accordance with the specification. The Constantia Nek Water Treatment Plant does not have bulk storage facilities but instead uses CO<sub>2</sub> cylinders.
- 1.3.11. Internal Equipment – includes all pipework, equipment and telemetry downstream of the boundary flange (Reference Point) as indicated on DIAGRAM 1. Proposed concept layout diagrams to be

- provided in tender submissions with updated detailed design diagrams to be provided upon tender award.
- 1.3.12. The successful Bulk/Microbulk CO<sub>2</sub> contractor will be responsible for the supply, installation, connection to internal equipment, inspection and successful commissioning of all external infrastructure and equipment and comply with the Department of Labour OHS Act. 85 of 1993 Pressure Equipment Regulations, applicable safety standards, and to SANS 347:2026 (or latest update) fit for the scope of works required under this contract.
  - 1.3.13. The successful Bulk/Microbulk CO<sub>2</sub> contractor will be responsible for the maintenance of the External equipment, which will remain the property of the Bulk CO<sub>2</sub> contractor.
  - 1.3.14. Connecting up new equipment to the existing systems, testing and verifying equipment at each plant shall be dependent on operational conditions and must be arranged with the Managers of the plants.
  - 1.3.15. The tender shall provide evidence to demonstrate Tenderers' competency to provide the goods, services, and bulk storage infrastructure required at each WTP, for successful and safe execution of the Contract.
  - 1.3.16. The Bulk CO<sub>2</sub> contractor shall provide an accurate meter, adequately compensated for temperature, at each plant from which monthly accounts can be generated. Provision shall be made to have the meter recalibrated at least annually during the contract. All such costs shall be borne by the contractor.
  - 1.3.17. Where the CCT obtains CO<sub>2</sub> gas from a Bulk Supplier, the Bulk Supplier shall install and maintain a measuring device at the supply point. The CCT may, at its discretion, install and maintain its own measuring device at the same supply point. Where both parties have a measuring device in place both measuring devices shall be read, and if the readings are within 5% of each other, the readings shall be averaged and the averaged reading shall be the quantity billed by the Bulk Supplier. If either party's records show that the discrepancy is attributable to one meter only, the reading of the other meter shall be taken, and in the absence of manifest error, be deemed to be the applicable reading.
  - 1.3.18. If the discrepancy is due to the inaccuracy of both meters, a reasonable estimate shall be made by the Bulk Supplier, in consultation with the CCT, of the correct quantity supplied. Both meters shall, as soon as practically possible, be tested and the account adjusted once the inaccuracy has been ascertained. Any inaccurate meter shall be rectified as soon as possible.
  - 1.3.19. Where only the Bulk Supplier's measuring device is in place: The quantity of CO<sub>2</sub> gas registered at the Bulk Supplier's measuring device at the supply point(s) shall be deemed to be the quantity actually supplied, unless it can be demonstrated that the measuring device reading(s) was incorrectly recorded or that the measuring device(s) was not registering accurately at the time of such reading. In such event, a reasonable estimate of the correct quantity supplied shall be made by the Bulk Supplier, in consultation with the CCT, and the account adjusted accordingly. The Bulk Supplier's meter shall, as soon as practically possible, be tested and any inaccuracy rectified.
  - 1.3.20. The latest edition/version of all standards listed within the specification must be utilised at all times.

**DIAGRAM 1: SCHEMATIC DIAGRAM INDICATING TYPICAL EXTERNAL EQUIPMENT UPSTREAM AND INTERNAL EQUIPMENT DOWNSTREAM OF THE REFERENCE POINT**



## NOTES

- V 153 – CO2 Tank #1 Discharge Valve: Turn Anti-Clock Wise to Open
- V 154 – CO2 Tank #2 Discharge Valve: Turn Clock Wise to Open
- V 155 – CO2 Pressure Regulator #1 Inlet Valve: Turn Clock Anti-Clock Wise to Open
- V 156 - CO2 Pressure Regulator #1 Outlet Valve: Turn Anti-Clock Wise to Open
- V 157 – CO2 Pressure Regulator #2 Inlet Valve: Turn Anti-Clock Wise to Open
- V 158 – CO2 Pressure Regulator #1 Outlet Valve: Turn Anti-Clock Wise to Open
- V 159 – CO2 Mass Flow Meter Inlet Valve: Turn Anti-Clock Wise to Open
- V 160 – CO2 Dosing Inlet Valve: Turn Anti-Clock Wise to Open
- V 161 – CO2 Mass Flow Meter Outlet Valve: Turn Anti-Clock Wise to Open
- V 162 – CO2 Dosing West Control Isolation Valve: Turn Anti-Clock Wise to Open
- V 163 – CO2 Dosing West Control Valve
- V 164 – CO2 Dosing Control West By - Pass Valve: Turn Anti-Clock Wise to Open
- V 165 – CO2 Dosing West Control Discharge Valve: Turn Anti-Clock Wise to Open
- V 166 – CO2 Dosing East Control Isolation Valve: Turn Anti-Clock Wise to Open
- V 167 – CO2 Dosing East Control Valve
- V 168 – CO2 Dosing Control East By - Pass Valve: Turn Anti-Clock Wise to Open
- V 169 – CO2 Dosing East Control Valve: Turn Anti-Clock Wise to Open



CITY OF CAPE TOWN  
ISIXEKO SASEKAPA  
STAD KAAPSTAD

Making progress possible. Together.

# CO2 INSTALLATION

PERMIT TO WORK  
AND ENERGY  
ISOLATION  
PROCEDURE TO BE  
FOLLOWED PRIOR  
PERFORMING ANY  
WORK ON  
EQUIPMENT

COMPILED BY:  
A. ABRAHAMS

APPROVED BY:  
H. SOUTHGATE

REVISION NUMBER: 0

REVISED DATE: 03.08.2017

#### 1.4. CO<sub>2</sub> CHEMICAL SPECIFICATION

1.4.1. The Carbon Dioxide gas provided by the CO<sub>2</sub> contractor must be suitable for use in drinking water treatment and generally meet the requirements of SABS Specifications SANS 1827:2024 (or latest update), The safety of water treatment chemicals for use in the food industry and SANS 50936:2020 (or latest update), Chemicals used for treatment of water intended for human consumption.

1.4.2. Products must conform to the requirements specified in **TABLE 4:**

Carbon dioxide, CO <sub>2</sub>	Volume fraction ≥ 99.9 %
---------------------------------	--------------------------

**TABLE 4: COMPOSITION OF PRODUCT**

1.4.3. The product tested in liquid phase shall generally conform to the requirements specified in **TABLE 5:**

By-products	Content
Moisture	volume fraction ≤ 50 × 10 <sup>-6</sup> (mass fraction ≤ 20 × 10 <sup>-6</sup> )
Ammonia	volume fraction ≤ 2.5 × 10 <sup>-6</sup>
Oxygen	volume fraction ≤ 30 × 10 <sup>-6</sup>
Oxides of Nitrogen (NO/NO <sub>2</sub> )	volume fraction ≤ 2.5 × 10 <sup>-6</sup> each
Non-volatile residue (particulates)	mass fraction ≤ 10 × 10 <sup>-6</sup>
Non-volatile organic components (oil and fat)	mass fraction ≤ 5 × 10 <sup>-6</sup>
Phosphine	volume fraction ≤ 0.3 × 10 <sup>-6</sup>
Total volatile hydrocarbons (calculated as methane)	volume fraction ≤ 50 × 10 <sup>-6</sup> of which ≤ 20 × 10 <sup>-6</sup> non-methane hydrocarbons
Acetaldehyde	volume fraction ≤ 0.2 × 10 <sup>-6</sup>
Benzene	volume fraction ≤ 0.02 × 10 <sup>-6</sup>
Carbon Monoxide	volume fraction ≤ 10 × 10 <sup>-6</sup>
Methanol	volume fraction ≤ 10 × 10 <sup>-6</sup>
Hydrogen Cyanide	volume fraction ≤ 0.5 × 10 <sup>-6</sup>
Total sulfur (as S)	volume fraction ≤ 0.1 × 10 <sup>-6</sup>
Taste and odour in water	Acceptable to consumers and no abnormal change

**TABLE 5: BY-PRODUCTS**

#### 1.5. QUALITY ASSURANCE AND ISO 9001 REQUIREMENTS

1.5.1. The carbon dioxide gas supplied shall comply with the relevant standards for food/industrial grade carbon dioxide as listed above. In the event of contaminated or sub-specification carbon dioxide being delivered to treatment plants, the Bulk CO<sub>2</sub> contractor will bear the cost of removing the Carbon dioxide gas from Council property and disposing of the gas. Verifiable documented evidence of the legally compliant and environmentally safe disposal of the nonconforming product must be submitted to the Treatment Plant Manager and the City of Cape Town. All consequential costs because of the off-loading of the contaminated product will also be for the Bulk CO<sub>2</sub> contractor's account.

- 1.5.2. The City of Cape town reserves the right to take a CO<sub>2</sub> sample at any time and have it analysed at its Scientific Services Branch. In the event of contaminated or sub-specification CO<sub>2</sub> gas being delivered to treatment plants, the Bulk CO<sub>2</sub> contractor will bear the cost of purging, flushing, cleaning, repairing and re-commissioning all pipelines, valves and equipment, flow and pressure controlling or measuring systems and other appurtenances in contact with carbon dioxide gas. Likewise, in the event of any activity of a Service Providing contractor damaging or contaminating the City's infrastructure, or the successful CO<sub>2</sub> contractor's External Equipment, the Service Providing contractor will also bear the cost of purging, flushing, cleaning, repairing and re-commissioning all pipelines, valves and equipment, flow and pressure controlling or measuring systems and other appurtenances or civil structures damaged.
- 1.5.3. The carbon dioxide gas supplied by the CO<sub>2</sub> contractor/s shall not contain any toxic or other substance that could taint, contaminate or detrimentally alter in any way the water treated at the plants. The presence of detectable taste and/or odour inducing contaminants in the carbon dioxide gas supplied may result in the CCT refusing to accept further deliveries until such problems are rectified and that the purging of the on-site installation/s be effected at the successful Tenderer's own cost
- 1.5.4. CO<sub>2</sub> contractor/s must submit, at the time of tender, a Certificate of Analysis of the carbon dioxide gas to be supplied. Failure to do so will render the tender nonresponsive.
- 1.5.5. The successful CO<sub>2</sub> contractor/s must supply a Certificate of Analysis for each and every tanker load/Microbulk tank of CO<sub>2</sub> delivered for the duration of the contract. The contractor must ensure that the volume fraction value is indicated on the COA. The City will also accept a Certificate of Conformance for Liquid Carbon Dioxide certifying that the individual tanker load has been sampled and tested and was found to meet the minimum specification determinands.
- 1.5.6. The successful CO<sub>2</sub> contractor/s shall give timeous advice to the Project Manager and Head of Operations of any expected variations in the quality of its product.
- 1.5.7. The successful CO<sub>2</sub> contractor/s is not at liberty to change manufacturers or sources of the carbon dioxide gas during the contract period without consultation with the City. Requests must be directed to the Project Manager and Head of Operations. The contractor shall notify the Project Manager and Head of Operations timeously should they change their carbon dioxide source. Approval will be subject to the inspection of the manufacturer's facilities and the specifications of this tender and the merit of the reasoning for the change in manufacturer/supplier. If not approved, the City reserves the right to award the tender to an alternative supplier.
- 1.5.8. The successful contractor shall conduct and submit one annual CONFIDENTIAL site assessment per site, and the reports shall cover on site CO<sub>2</sub> storage, dosing equipment condition , leak detection equipment, and effectiveness of staff in terms of handling, dealing with leaks and safe work procedures including use of equipment and recommendations for improvement and to ensure compliance to the relevant OSHA 85 of 1993, Pressure Equipment Regulation. Further assessments may be required upon request.
- 1.5.9. The successful contractor/s shall maintain all cylinders and bulk vessels in good working order at all times and ensure pressure vessels are clean and uncontaminated. All reported defective cylinders and CO<sub>2</sub> vessels must be removed and replaced /fixed promptly and a replacement must be provided to the City of Cape Town promptly.
- 1.5.10. All cylinders and vessels shall be labelled in accordance with relevant legislation, identifying the specific utilization of the applicable cylinder or vessels.
- 1.5.11. All works shall be to Department of Labour OHS Act. 85 of 1993 Pressure Equipment Regulations, (SANS 347, 1518, 10228, 10231, et. al as applicable ), environmental safety standards and fit for the scope and specifications required under this contract. The latest SANS standard must be used at all times.

- 1.5.12. The Bulk Water Branch, or its Quality Management Representative reserves the right to inspect and audit the Bulk CO<sub>2</sub> contractor's facilities, as well as the Bulk CO<sub>2</sub> transporter's facilities during the tender stage or after award of the tender. The focus of such inspection will be to verify the details of the record keeping, quality control, safety, health, risk and environmental protection controls. Documentation and proof will be required for the Bulk Water Branch's ISO 9001 compliance.

## **1.6. HEALTH AND SAFETY**

- 1.6.1. The Bulk Water Branch's strategy is to become ISO 45000 compliant. While delivering the carbon dioxide, the CO<sub>2</sub> contractor/s and/or his sub-contractor/s are to comply with the appropriate safety regulations, which will be rigorously enforced at the treatment plants.
- 1.6.2. The bulk CO<sub>2</sub> tenderer is required to provide appropriate safety notices, describing the agreed safe procedure to be adopted at the off-loading points as well as HAZCHEM safety information
- 1.6.3. The 24Hr emergency service should incorporate a fully trained team with equipment designed to effectively deal with potential carbon dioxide emergency situations, infrastructure malfunctions and leaks at any of the tendered Council's installations and should be available at all times.
- 1.6.4. A Safety Plan covering the transport, handling, emergency procedures, security of supply, contingency measures, safe disposal of non-compliant product and other relevant information such as officials' names and contact numbers must be provided to the Bulk Water Branch via the Project Manager for acceptance within one month of the commencement of the tender. Once accepted, copies of the Safety Plan must be supplied to each WTP that is supplied with CO<sub>2</sub>.
- 1.6.5. The successful contractor/s and their sub-contractor/s shall familiarise themselves with the Site Emergency Plans, plant layout and safety equipment, such as breathing apparatus, eye wash and safety showers, etc. Whilst working on-site the Supplier shall adhere to the safety precautions such as permit to work, electrical lockouts, way-leave and emergency evacuation procedures.
- 1.6.6. The successful contractor/s and their sub-contractor/s shall arrange for induction meetings with their staff to address workplace safety and emphasise that the chlorine plant and associated infrastructure is a hazardous installation.
- 1.6.7. The successful contractor/s shall ensure that any issue or complaint arising from the WTP's monthly Health and Safety Meetings that has bearing or emanates from the Supplier's operations shall be discussed with the Site Management and addressed as soon as practically possible.

## **1.7. TRANSITION FROM ONE SUPPLIER TO THE NEXT**

- 1.7.1. If the successful CO<sub>2</sub> tenderer is not the current supplier, then the changeover of external equipment (storage facilities and related equipment as specified in 3.9.1) must be affected in the shortest possible period so as to minimize the disruption to the treatment process.
- 1.7.2. In view of Clause 7.1, the successful CO<sub>2</sub> tenderer must arrange so that the changeover period (i.e. the disruption of Carbon Dioxide gas supply) should not exceed 30 days after the site has been evacuated, after which penalties will be imposed.
- 1.7.3. The current contractor must remove all external equipment within 30 days after expiry of the contract at his/her own cost if he/she is unsuccessful in securing the next tender, failing which the City will remove the equipment at the contractor's cost.

**1.8. PRESSURE TESTS**

- 1.8.1. The successful Bulk CO<sub>2</sub> contractor must supply pressure tests certificates for all carbon dioxide pressure vessels at each site to meet legal requirements before start-up and periodically as prescribed by the OSH Act for the period of the tender.

**1.9. EMERGENCY RESPONSE**

- 1.9.1. The successful Bulk CO<sub>2</sub> contractor must be able to supply at all hours Emergency staff and suitable equipment with vehicles to deal with carbon dioxide leaks and emergencies. This service is to be available on standby 24hours for prompt response to each site where the City uses or stores CO<sub>2</sub> as and when required.

**1.10. INSTRUMENTATION CALIBRATION**

- 1.10.1. The successful contractor will be responsible for testing, calibration and verification of all CO<sub>2</sub> meters, gauges and CO<sub>2</sub> leak detection instruments for the whole CO<sub>2</sub> installation at each site.
- 1.10.2. The successful contractor must supply certification/test certificate for each component after each annual test round. The first calibration/verification test round of all the Carbon Dioxide installations is to be done upon commissioning and start up.

**1.11. TRAINING**

- 1.11.1. Supply onsite training of the City's process and technical staff at each of the individual sites where the City uses carbon dioxide to ensure staff understand the storage, dosing and leak detection equipment, maintenance, as well as safety measures for the handling, efficient dosing, dealing with leaks and safe work practices for CO<sub>2</sub>.
- 1.11.2. The training provider must be a Subject Matter Expert (SME) in bulk carbon dioxide storage, handling, operation and safety.
- 1.11.3. The training provider must provide a Certificate of Competence to each candidate.
- 1.11.4. Note that at least 2 to 4 training sessions annually will be required per site due to rotation of shift staff and training sessions to accommodate a maximum of 20 candidates, which will be the maximum candidates expected to be trained per session.
- 1.11.5. The successful Contractor will not be expected to provide any catering services during training sessions.

## 2. POWDERED ACTIVATED CARBON (CATEGORY D)

### 2.1. SCOPE

- 2.1.1. Powdered Activated Carbon (PAC) is required for the removal of substances such as Geosmin and Methyl-iso- borneol (MIB), which causes unacceptable tastes and odours in the water treated at the various Water Treatment Plants.
- 2.1.2. As dosing facilities are limited, only carbons which have a high degree of effectiveness in removing these substances will be considered.
- 2.1.3. These substances generally occur seasonally when continuous dosing is required. At other times, only intermittent dosing may be required to arrest the problem if present.

### 2.2. PAC CHEMICAL SPECIFICATION

- 2.2.1. The powdered activated carbon provided by the contractor must be suitable for use in drinking water treatment and generally meet the requirements of SABS Specifications SANS 52903:2020 (or latest update).
- 2.2.2. Typical characteristics shall be as follows:

Sieve Size (mm)	Maximum % Retained
0,355	0
0,150	1
0,075	15

**TABLE 6: SIEVE ANALYSIS**

- 2.2.3. Moisture Content: Maximum 5%
- 2.2.4. The iodine number of the powdered activated carbon shall be not less than 600 mg/g.
- 2.2.5. The Powdered Activated Carbon shall be certified as suitable for the treatment of potable water and shall contain no soluble mineral or organic substances. A Certificate of Analyses must be submitted with the tender submission for product/s offered as well as with every powdered activated carbon consignment.
- 2.2.6. The Powdered Activated Carbon must have a high adsorption capacity for geosmin and microcystin and cost-effective removal will be of prime importance. Carbon with a geosmin removal efficiency of less than 80% will be deemed **non-responsive** and unacceptable.
- 2.2.7. Activation shall be done preferably by the steam activation process only.
- 2.2.8. Reactivated or recycled carbons will not be considered and shall not be offered as any part of the tender and contract.
- 2.2.9. Any bag containing debris or physical contaminants will be rejected. Unwanted material of this nature may lead to the whole batch being rejected.
- 2.2.10. The tenderer shall be liable for any damage caused by physical contaminants in the Powdered Activated Carbon.

### 2.3. SAMPLE SUBMISSION

- 2.3.1. Evaluation of carbon performance will be done by the Council's Scientific Services Branch laboratory on a 1 kg sample offered, as well as on all available data sheets and specifications of the physical, chemical characteristics of the products and Certificate of Analyses.
- 2.3.2. A product sample should be submitted independent of the tender documents as soon as possible but no later than 5 working days after closing of tender.

A 1 kg sample of the product must be submitted to the Sample Receiving Area at the Scientific Services Branch, off Jan Smuts Drive, Athlone between the hours of 08h30 to 15h30 for the attention of: Dr Brendan Pearce, or alternatively Mr Hennie Kotze or Ms Bulelwa Javu.

The contact person at the Scientific Services Branch is Dr Brendan Pearce. He can be contacted during office hours at 021 444 9186 or [brendan.pearce@capetown.gov.za](mailto:brendan.pearce@capetown.gov.za). The alternate points of contacts are Hennie Kotze who is contactable on 021 444 9184 or [hendrik.kotze@capetown.gov.za](mailto:hendrik.kotze@capetown.gov.za) and Ms Bulelwa Javu on 021 444 9192 or [bulelwa.javu@capetown.gov.za](mailto:bulelwa.javu@capetown.gov.za).

Samples must be enclosed in a sealed, air tight and chemically resistant containers clearly marked with the details below:

- CONTENTS / DESCRIPTION OF THE SAMPLE / TRADENAME
- MANUFACTURER
- NAME OF THE TENDERER
- CONTACT DETAILS
- TENDER NUMBER
- SAMPLE DATE
- SAMPLE BATCH NUMBER
- SAMPLE EXPIRY DATE
- CLOSING DATE OF TENDER
- HAZCHEM LABELS
- "THIS SIDE UP" ARROWS
- SAFETY DATA SHEET

- 2.3.3. Only one sample shall be submitted by Tenderer for analyses and evaluation.
- 2.3.4. The Tenderers will be responsible for providing 1kg samples for analyses from consignments prior to delivery.
- 2.3.5. The Tenderer must give a guarantee that all carbon delivered under the contract will come from a single manufacturer. Should, at any time during the contract period, this no longer be possible, prior agreement from the CCT must be obtained before material from an alternate source is supplied. Such agreement will depend on the results of tests carried out on samples of the proposed new materials by the City of Cape Town at the Tenderer's expense.
- 2.3.6. The Tenderer is to specify the total quantity of Powdered Activated Carbon produced per batch and the quantity dispatched to the client from the said batch. The Tenderer is to clearly indicate the number and mass of 200 – 250 kg bulk bags or 20 kg or 50-100 kg paper bags to be dispatched per consignment. This information is required by Scientific Services Branch for identification purposes to reconcile batches/consignments/sampling and shipping procedures prior to shipment.
- 2.3.7. Depending on the sizes of batches and consignments, a sampling schedule will be set up with the tenderer to send 1 kg samples of Powdered Activated Carbon for geosmin removal tests, prior to shipment. Only carbon with the required geosmin removal efficiency and compliance with SANS 52903:2020 (or latest update) specification limits will be acceptable to the City of Cape Town. All costs of dispatching the samples by courier to the Scientific Services Branch will be for the Tenderer's account.

- 2.3.8. The tenderer will ensure that batches that do not conform to the characteristics of the reference sample are not dispatched to the City of Cape Town Bulk Water sites. The City will not accept non-conforming PAC and this will be at the cost of the tenderer.
- 2.3.9. All consignments will be sampled and tested prior to delivery. The City of Cape Town reserves the right to reject a Powdered Activated Carbon consignment if the product is not consistent with the approved tender sample or the approved sample submitted prior to shipment as well as carbon not compliant with the SANS 52903: 2020 (or latest update) specification limits.

## 2.4. TESTING AND TENDER EVALUATION

- 2.4.1. The product shall generally conform to the SANS 52903 requirements specified in Table 7 & 8:

Properties	Unit	Tender Requirement
Ash	% (m/m) – dry basis	15 max
Water	% (m/m)	5 max
Water soluble material	% (m/m)	3 max
Zinc	% (m/m)	0.002 max

**TABLE 7: MAIN IMPURITIES AND BY-PRODUCTS**

Determinand	Unit	Tender Requirement
Arsenic	mg/kg of PAC – dry basis	10 max as As
Cadmium	mg/kg of PAC – dry basis	5 max as Cd
Chromium	mg/kg of PAC – dry basis	50 max as Cr
Mercury	mg/kg of PAC – dry basis	1 max as Hg
Nickel	mg/kg of PAC – dry basis	20 max as Ni
Lead	mg/kg of PAC – dry basis	10 max as Pb
Antimony	mg/kg of PAC – dry basis	5 max as Sb

**TABLE 8 – WATER-EXTRACTABLE SUBSTANCES**

## 2.5. DELIVERY & OFFLOADING

- 2.5.1. The Tender price shall include delivery and offloading to the demarcated area at all City of Cape Town Water Treatment Plants as arranged with the relevant site management. The delivery of Powdered Activated Carbon shall preferably be between 08h00 and 15h00 Mondays to Fridays.
- 2.5.2. Delivery documentation and or bags should be clearly marked with the following information for traceability:
- Tender Number
  - Name of Supplier
  - Name of Manufacturer
  - Contents Description
  - Batch Number
  - Mass of Contents

- 2.5.3. Delivery of consignments to the various sites must preferably not exceed 40 TONNES per day without prior arrangements with the site manager. Furthermore, delivery arrangements shall be agreed with the site management.
- 2.5.4. The permissible delivery period shall not exceed 120 days from date of purchase order. The City will not accept any damaged bags/ containers.
- 2.5.5. The estimated annual quantities are shown below in Table:9. These quantities are subject to change and are not indicative of the actual quantity that will be delivered to the City. The figures are only an estimation with actual figures dependent on operations and incoming water quality.

Description	Unit of measure	Quantity
Wemmershoek WTP	Tonnes	50
Steenbras WTP	Tonnes	50
Blackheath WTP	Tonnes	150
Faure WTP	Tonnes	150
Voëlvlei WTP	Tonnes	50
Ad-hoc supply to additional City of Cape Town Water Treatment	Tonnes	50

**Table 9: Estimated Quantities**

## 2.6. PACKAGING

- 2.6.1. The bag design shall be compatible with the City of Cape Town's Powdered Activated Carbon handling and dosing facilities.
- 2.6.2. Small Bags - 20kg and/or 50-100 kg:  
The carbon shall be Powdered Activated Carbon packed in 20kg and/or 50-100 kg plastic lined (air-tight) bags made from paper, plastic or hessian. The bags are to be palletized and plastic shrink-wrapped. A detailed description of the bag (including material and dimensions) offered must be included in schedule 13D.
- 2.6.3. Bulk Bags - 200 to 250 kg  
The carbon shall be Powdered Activated Carbon packed in 200 to 250 kg plastic lined (air-tight) bulk bags. The discharge method from the bags shall be through a spout or trunk located at the bottom of the bag and that can be opened and closed with a draw-string. The bag should be capable of being lifted and discharged in a height clearance of 1 500 mm (fully loaded). (1 500mm from the top of the lifting strap to the bottom of the bag once suspended, the length of the spout shall not exceed XXXX .). A description of the bags offered must be included in Schedule 13D. A detailed description of the bag (including material and dimensions) offered must be included in Schedule 13D.

## 2.7. QUALITY ASSURANCE AND ISO 9001 REQUIREMENTS

- 2.7.1. The Bulk Water Branch, or its Quality Management Representative reserves the right to inspect and audit the PAC contractor's facilities, as well as the PAC transporter's facilities during the tender stage or after award of the tender. The focus of such inspection will be to verify the details of the record keeping, quality control, safety, health, risk and environmental protection controls. Documentation and proof will be required for the Bulk Water Branch's ISO 9001 compliance.

### 3. GRANULAR ACTIVATED CARBON (CATEGORY D)

#### 3.1. SCOPE

- 3.1.1. The Strandfontein West WTP requires filtration media for GAC filters for the removal of micro pollutants such as herbicides & pesticides, PFOA, PFAS, as well as other contaminants of emerging concern (CEC).
- 3.1.2. The GAC media shall also remove humic substances, the disinfection by-product precursors, which react with chlorine to form compounds such as trihalomethanes.
- 3.1.3. The Supplier shall provide proof that the products offered comply with the specification via submission of a Manufacturer Chemical Datasheet and a Material Safety Datasheet (MSDS).

#### 3.2. GAC CHEMICAL SPECIFICATION & ESTIMATED QUANTITIES

- 3.2.1. Granular activated carbon (GAC) will be used in filter beds at the water treatment plant to remove trace organics. The table below gives an indicative estimate of the anticipated annual volumes. The annual quantities may vary depending on the water quality as the latter will dictate the loading rate and how often it needs to be replaced.

Water Treatment Plant	Chemical Type	Estimated Annual Quantity in Metric Tonnes	Applicable Standards of Conformance
Strandfontein West WTW	Solid coal-based Granular Activated Carbon (GAC)	13.5	NSF/ANSI 61 SANS 52915-1:2008 SANS 52915-2:2008 (or latest update)

**TABLE 10: GAC ESTIMATED QUANTITIES**

- 3.2.2. The GAC filter media shall be re-agglomerated bituminous coal-based GAC. It shall be free of shale, mica, dirt, loam and organic or foreign matter of any kind and shall contain no iron or manganese in any form or quantity that may adversely affect the filtered water quality.
- 3.2.3. The GAC shall also contain no mineral or organic substances in quantities that shall be detrimental to the health of those consuming any water which is treated with the GAC. The GAC shall be certified for usage in drinking water applications according to NSF61 and ANSI 61.
- 3.2.4. The GAC quality must comply with the following specifications:

Description	Specification 1	Specification 2
Products	Graded Granular Activated Carbon (GAC) granules	Graded Granular Activated Carbon (GAC) granules
Type	Granular re-agglomerated bituminous coal	Granular re-agglomerated bituminous coal
Mesh size	8 x 30	12x40
Iodine Number	Minimum 900 mg/g	Minimum 900 mg/g
Backwashed and Drained Density	> 420 kg/m <sup>3</sup>	> 420 kg/m <sup>3</sup>

**TABLE 11: GAC SPECIFICATION**

**3.3. SAMPLE SUBMISSION**

- 3.3.1. Evaluation of carbon performance will be done by the Council's Scientific Services Branch laboratory on a 1 kg sample offered, as well as on all available data sheets and specifications of the physical, chemical characteristics of the products and Certificate of Analyses.
- 3.3.2. A product sample should be submitted independent of the tender documents as soon as possible but no later than 5 working days after closing of tender.

A 1 kg sample of the product must be submitted to the Sample Receiving Area at the Scientific Services Branch, off Jan Smuts Drive, Athlone between the hours of 08h30 to 15h30 for the attention of: Dr Brendan Pearce, or alternatively Mr Hennie Kotze or Ms Bulelwa Javu.

The contact person at the Scientific Services Branch is Dr Brendan Pearce. He can be contacted during office hours at 021 444 9186 or [brendan.pearce@capetown.gov.za](mailto:brendan.pearce@capetown.gov.za). The alternate points of contacts are Hennie Kotze who is contactable on 021 444 9184 or [hendrik.kotze@capetown.gov.za](mailto:hendrik.kotze@capetown.gov.za) and Ms Bulelwa Javu on 021 444 9192 or [bulelwa.javu@capetown.gov.za](mailto:bulelwa.javu@capetown.gov.za).

Samples must be enclosed in a sealed, air tight and chemically resistant containers clearly marked with the details below:

- CONTENTS / DESCRIPTION OF THE SAMPLE / TRADENAME
- MANUFACTURER
- NAME OF THE TENDERER
- CONTACT DETAILS
- TENDER NUMBER
- SAMPLE DATE
- SAMPLE BATCH NUMBER
- SAMPLE EXPIRY DATE
- CLOSING DATE OF TENDER
- HAZCHEM LABELS
- "THIS SIDE UP" ARROWS
- SAFETY DATA SHEET

- 3.3.3. Only one sample shall be submitted by Tenderer for analyses and evaluation.
- 3.3.4. The Tenderers will be responsible for providing 1kg samples for analyses from consignments prior to delivery.
- 3.3.5. The Tenderer must give a guarantee that all carbon delivered under the contract will come from a single manufacturer. Should, at any time during the contract period, this no longer be possible, prior agreement from the CCT must be obtained before material from an alternate source is supplied. Such agreement will depend on the results of tests carried out on samples of the proposed new materials by the City of Cape Town at the Tenderer's expense.
- 3.3.6. The Tenderer is to specify the total quantity of Granular Activated Carbon produced per batch and the quantity dispatched to the client from the said batch. The Tenderer is to clearly indicate the number and mass of 1 tonne bags to be dispatched per consignment. This information is required by Scientific Services Branch for identification purposes to reconcile batches/consignments/sampling and shipping procedures prior to shipment.
- 3.3.7. The tenderer will ensure that batches that do not conform to the characteristics of the reference sample are not dispatched to the City of Cape Town Bulk Water sites. The City will not accept non-conforming GAC and this will be at the cost of the tenderer
- 3.3.8. All consignments will be sampled and tested prior to delivery. The City of Cape Town reserves the right to reject a Granular Activated Carbon consignment if the product is not consistent with the approved tender sample or the approved sample submitted prior to shipment as well as carbon not compliant with the SANS 52915 (or latest update) specification limits.

### 3.4. TESTING AND TENDER EVALUATION

3.4.1. The product shall generally conform to the SANS 52915 requirements specified in Table 12 & 13:

Properties	Unit	Tender Requirement
Ash	% (m/m) – dry basis	15 max
Water	% (m/m)	5 max
Water soluble material	% (m/m)	3 max
Zinc	% (m/m)	0.002 max

**TABLE 12: MAIN IMPURITIES AND BY-PRODUCTS**

Determinand	Unit	Tender Requirement
Arsenic	mg/kg of PAC – dry basis	10 max as As
Cadmium	mg/kg of PAC – dry basis	0.5 max as Cd
Chromium	mg/kg of PAC – dry basis	5 max as Cr
Mercury	mg/kg of PAC – dry basis	0.3 max as Hg
Nickel	mg/kg of PAC – dry basis	15 max as Ni
Lead	mg/kg of PAC – dry basis	5 max as Pb
Antimony	mg/kg of PAC – dry basis	3 max as Sb

**TABLE 13 – WATER-EXTRACTABLE SUBSTANCES**

### 3.5. QUALITY ASSURANCE AND ISO 9001 REQUIREMENTS

3.5.1. The Bulk Water Branch, or its Quality Management Representative reserves the right to inspect and audit the PAC contractor's facilities, as well as the PAC transporter's facilities during the tender stage or after award of the tender. The focus of such inspection will be to verify the details of the record keeping, quality control, safety, health, risk and environmental protection controls. Documentation and proof will be required for the Bulk Water Branch's ISO 9001 compliance.

3.5.2. Suppliers shall submit, together with these tender documents or within the specified timeframe from date of request, a certificate of analysis, product fact sheet and 16-point Material Safety Data Sheet for all products offered.

3.5.3. The Supplier shall give 5 working days' notice to the Contract Manager and Head Operations: Bulk Water of any expected variations in the quality of the product supplied or any changes in the manufacturing process or source of raw materials used by the manufacturer from the day that the successful contractor becomes aware of the change.

### 3.6. FACILITIES

3.6.1. It is the responsibility of the Supplier to familiarise themselves with the off-loading, dosing facilities and water quality of the mentioned Water Treatment Plant(s).

3.6.2. Contacts are as follows:

Water Treatment Plant	Superintendent	Contact Numbers
Strandfontein West WTP	To be provided	To be provided

**[ 4 ] TRADE NAMES OR PROPRIETARY PRODUCTS – APPLICABLE TO CATEGORY A, B, C & D**

Tenderers/Suppliers must note that wherever this document refers to any particular trade mark, name, patent, design, type, specific origin or producer, such reference shall be deemed to be accompanied by the words “or equivalent”.

**[ 5 ] EMPLOYMENT OF SECURITY PERSONNEL– APPLICABLE TO CATEGORY A, B, C & D**

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

**[ 6 ] FORMS FOR CONTRACT ADMINISTRATION– APPLICABLE TO CATEGORY A, B, C & D**

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

- a) Monthly Project Labour Report (described below)

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

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

## C.6 SPECIAL CONDITIONS OF CONTRACT

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

### 1. Definitions

*Insert new clause 1.1A with the following:*

- 1.1A “Commencement Date” means the date the Supplier confirms receipt from the Purchaser of 1 (one) complete, signed copy of the Contract, the *Schedule of Deviations* (if any).
- 1.1B “Conditions of Contract” means the general conditions of contract and special conditions of contract including all other contract data incorporated by reference.

*Delete Clause 1.15 and substitute with the following*

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

*Delete Clause 1.19 and substitute with the following*

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

*Delete Clause 1.21 and substitute with the following:*

- 1.21 ‘Purchaser’ means the City of Cape Town. The address of the Purchaser is 12 Hertzog Boulevard, Cape Town, 8001 (chosen domicilium citandi et executandi).

*Add the following after Clause 1.25:*

- 1.26 ‘Supplier’ means the provider of Goods and / or Services with whom the Contract is concluded also referred to as “contractor” in the GCC.
- 1.27 "Intellectual Property" means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, copyright and rights in the nature of copyright, design rights, rights in databases, know-how, trade secrets and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites
- 1.28 “Working Day” means Monday to Friday excluding weekends and Public Holidays (in the Republic of Sotuh Africa).

### 3. General Obligations

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

- 3.2 The Parties will be liable to each other arising out of or in connection with any breach of the obligations detailed or implied in this contract, subject to clause 28.
- 3.3 If the Supplier is a joint venture, all parties in a joint venture or consortium shall be jointly and severally liable to the Purchaser in terms of the Contract and shall carry individually the minimum

- levels of insurance stated in the Contract, if any.
- 3.4 The Parties shall comply with all laws, regulations and bylaws of local or other authorities having jurisdiction regarding the Delivery of the Goods and/or Services and give all notices and pay all charges required by such authorities.
- 3.4.1 The Parties agree that this Contract shall also be subject to the CCT's Supply Chain Management Policy ("SCM Policy") that was applicable on the date the bid was advertised as amended from time to time. If the Purchaser adopts a new SCM Policy which contemplates that any clause therein would apply to the Contract emanating from this tender, such clause shall also be applicable to the Contract. Please refer to this document contained on the CCT's website.
- 3.4.2 Abuse of the supply chain management system is not permitted and may result in termination of the Contract, restriction of the Supplier, and/or the exercise by the CCT of any other remedies available to it as described in the SCM Policy or in law.
- 3.5 The Supplier shall:
- 3.5.1 Arrange for the documents listed below to be provided to the Purchaser prior to the issuing of the Purchase Order by the Purchaser and no later than the periods as set out in the Contract:
- a) Proof of Insurance (Refer to Clause 11) or Insurance Broker's Warrantee,
  - b) Letter of good standing from the Compensation Commissioner, or a licensed compensation insurer (Refer to Clause 11),
  - c) Initial delivery programme, and
  - d) Other requirements as detailed in the Contract.
- 3.5.2 Only when notified of the acceptance of the bid on the Date of Commencement of Contract, the Supplier shall commence with and carry out the Delivery of the Goods and/or Services in accordance with the Contract, to the satisfaction, of the Purchaser.
- 3.5.3 Provide all of the necessary materials, labour, plant and equipment required for the delivery of the Goods and/or Services including any temporary services that may be required.
- 3.5.4 Insure his workmen and employees against death or injury arising out of the delivery of the Goods.
- 3.5.5 Be continuously represented during the Delivery of the Goods and/or Services by a competent representative duly authorised to execute instructions.
- 3.5.6 In the event of a loss resulting in a claim against the insurance policies stated in clause 11, pay the first amount (excess) as required by the insurance policy.
- 3.5.7 Comply with all written instructions from the Purchaser subject to clause 18.
- 3.5.8 Complete and Deliver the goods within the period stated in clause 10, or any extensions thereof in terms of clause 21.
- 3.5.9 Make good at his own expense, all incomplete and defective Goods during the warranty period.
- 3.5.10 Pay to the Purchaser any penalty for delay as due on demand by the Purchaser. The Supplier hereby consents to such amounts being deducted from any payment due to the Supplier.
- 3.5.11 Comply with the provisions of the OHAS Act & all relevant regulations.
- 3.5.12 Comply with all laws relating to wages and conditions generally governing the employment of labour in the Cape Town area and any applicable Bargaining Council agreements.
- 3.5.13 Deliver the Goods in accordance with the Contract and with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.
- 3.6 The Purchaser shall:

- 3.6.1 Issue Purchaser Orders for the Goods and/or Services required under this Contract. No liability for payment will ensue for arising out of the Delivery of the Goods and/or Services, unless a Purchase Order has been issued to the Supplier.
- 3.6.2 Make payment to the Supplier for the Goods and/or Services as set out herein.
- 3.6.3 Take possession of the Goods and /or Services upon Delivery by the Supplier.
- 3.6.4 Regularly inspect the Goods to establish that it is being delivered in compliance with the Contract.
- 3.6.5 Give any instructions and/or explanations and/or variations to the Supplier including any relevant advice to assist the Supplier to understand the Contract.
- 3.6.6 Grant or refuse any extension of time requested by the Supplier of the period stated in clause 10.
- 3.6.7 Inspect the Goods and/or Services to determine if, in the opinion of the Purchaser, it has been delivered in compliance with the Contract, alternatively in such a state that it can be properly used for the purpose for which it was intended.
- 3.6.8 Brief the Supplier and issue all documents, information, etc. in accordance with the contract.

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

*Add the following after clause 5.4:*

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

The ownership of data and factual information collected by the Supplier and paid for by the Purchaser shall, after payment, vest with the Purchaser.

- 5.6 **Publicity and publication**  
The Supplier shall not release public or media statements or publish material related to the services or agreement within two (2) years of Delivery of the Goods, without the written approval of the Purchaser, which approval shall not be unreasonably withheld.
- 5.7 **Confidentiality**  
Both Parties shall keep all information obtained by them in the context of the agreement, confidential and shall not divulge it without the written approval of the other Party.
- 5.8 **Intellectual Property**
  - 5.8.1 The Supplier acknowledges that it shall not acquire any right, title or interest in or to the Intellectual Property of the Purchaser.
  - 5.8.2 The Supplier hereby assigns to the Purchaser, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the agreement, unless the Parties expressly agree otherwise in writing.
  - 5.8.3 The Supplier shall, and warrants that it shall:
    - 5.8.3.1 Not be entitled to use the Purchaser's Intellectual Property for any purpose other than as contemplated in the agreement;

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- 5.8.3.2 not modify, add to, change or alter the Purchaser's Intellectual Property, or any information or data related thereto, nor may the Supplier produce any product as a result of, including and/or arising from any such information, data and Intellectual Property, and in the event that it does produce any such product, the product shall be, and be deemed in law to be, owned by the Purchaser;
- 5.8.3.3 Not apply for or obtain registration of any domain name, trademark or design which is similar to any Intellectual Property of the Purchaser;
- 5.8.3.4 Comply with all reasonable directions or instructions given to it by the Purchaser in relation to the form and manner of use of the CCT Intellectual Property, including without limitation, any brand guidelines which the Purchaser may provide to the Supplier from time to time;
- 5.8.3.5 Ensure that its employees, directors, members and contractors comply strictly with the provisions of this Clause 5.5.8.4 above unless the Purchaser expressly agrees to the contrary, in writing and only after obtaining due internal authority for such agreement.
- 5.8.4 The Supplier represents and warrants to the Purchaser that, in providing Goods and/or Services for the duration of the agreement it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Purchaser from any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the Supplier of any third party's Intellectual Property rights.
- 5.8.5 Upon expiry of the contract period and in the event that the Contract is terminated, ended or is declared void, any and all of the Purchaser's Intellectual Property, and any and all information and data related thereto, shall be immediately handed over to the Purchaser by the Supplier and no copies thereof shall be retained by the Supplier unless the Purchaser expressly and in writing, after obtaining due internal authority, agrees otherwise.

*Add the following after clause 5.8:*

**5.9 Protection of Personal Information Act of 2013**

By submitting a tender to the Purchaser, (and by concluding any ensuing related agreement with the City of Cape Town, if applicable), the Tenderer thereby acknowledges and unconditionally agrees:

- 5.9.1 that the tenderer has been informed of the purpose of the collection and processing of its personal information as defined in the Protection of Personal Information Act of 2013 ("POPIA"), which, for the avoidance of doubt is for, and in relation to, the tender process and the negotiation, conclusion, performance and enforcement of the ensuing agreement, if applicable, as well as for the City of Cape Town's reporting purposes;
- 5.9.2 to the collection and processing of the tenderer's personal information by the City of Cape Town and agrees to make available to the City of Cape Town, all information reasonably required by the City of Cape Town for the above purposes;
- 5.9.3 that the personal information the City of Cape Town collects from the tenderer or about the tenderer may be further processed for other activities and/or purposes which are lawful, reasonable, relevant and not excessive in relation to the purposes set out above, for which it was originally collected;
- 5.9.4 that, the tenderer indemnifies the City of Cape Town and its officials, employees, and directors and undertakes to keep the City of Cape Town and its officials, employees, and directors indemnified in respect of any claim, loss, demands, liability, costs and expenses of whatsoever nature which may be made against the City of Cape Town (including the costs incurred in defending or contesting any such claim) in relation to the tenderer or the tenderer's employees', representatives' and/or sub-Suppliers' non-compliance with POPIA and/or the City of Cape Town's failure to obtain the tenderer's consent or to notify the tenderer of the reason for the processing of the tenderer's personal information;
- 5.9.5 to the disclosure of the tenderer's personal information by the City of Cape Town to any third party,

where the City of Cape Town has a legal or contractual obligation to disclose such personal information to the third party (or a legitimate interest exists therein);

- 5.9.6 that, under POPIA, the tenderer may request to access, confirm, request the correction, destruction, or deletion of, or request a description of, personal information held by the City of Cape Town in relation to you, subject to applicable law; and

that under POPIA, subject to applicable law, the tenderer also has the right to be notified of a personal information breach and the right to object to, or restrict, the City of Cape Town's processing of its personal information.

#### 5.10 **PERFORMANCE MONITORING**

- 5.10.1 As required by section 116(2)(b) of the Local Government: Municipal Financial Management Act 56 of 2003, the CCT shall monitor the performance of the Supplier on at least a monthly basis, and the Supplier agrees to provide the CCT with its full cooperation in this regard.

### **7. Performance Security**

Not Applicable.

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

*Delete Clause 8.2 and substitute with the following:*

- 8.2 If it is a bid condition that Goods and/or Services to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or Supplier shall be open, at all reasonable hours, for inspection by a representative of the Purchaser or an organisation acting on behalf of the Purchaser.

### **10. Delivery and documents**

*Delete clauses 10.1 and 10.2 and replace with the following:*

- 10.1 Delivery of the goods shall be made by the Supplier in accordance with the terms specified in the contract. The time for Delivery of the goods shall be the date as stated on the Purchase Order. In the case of agreements for Delivery of goods in terms of framework or panel agreements, Purchase Orders for the supply and delivery of goods may be raised up until the expiry of a framework or panel agreement, provided that the goods can be delivered within 30 (thirty) days of expiry of the framework or panel agreement. In this context, the "goods" does not include services and carries its ordinary meaning. All Purchase Orders other than for the supply and Delivery of goods (i.e. supply of services, professional services or constructions works), must be completed prior to the expiry of the contract period.
- 10.2 The Purchaser shall determine, in its sole discretion, whether the Goods and/or Services have been delivered in compliance with the Contract, alternatively in such a state that it can be properly used for the purpose for which it was intended. When the Purchaser determines that the Goods and/or Services have been satisfactorily delivered, the Purchaser must issue an appropriate certification, or written approval, to that effect. Invoicing may only occur, and must be dated, on or after the date of such written acceptance of the Goods.

### **11. Insurance**

*Add the following after clause 11.1:*

- 11.2 Without limiting the obligations of the Supplier in terms of this Contract, the Supplier shall effect and maintain the following additional insurances:
- 11.2.1 Public liability insurances, in the name of the Supplier, covering the Supplier and the Purchaser

against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract, in an amount not less than **[R20 million]** for any single claim;

- 11.2.2 Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the Supplier, comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity;
- 11.2.3 Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the Supplier's broker or the insurance company itself (see the Pro Forma Insurance Broker's Warranty).
- 11.2.4 In the event of under insurance or the insurer's repudiation of any claim for whatever reason, the Purchaser will retain its right of recourse against the Supplier.
- 11.3 The Supplier shall be obliged to furnish the Purchaser with proof of such insurance as the Purchaser may require from time to time for the duration of this Contract. Evidence that the insurances have been effected in terms of this clause, shall be either in the form of an insurance broker's warranty worded precisely as per the pro forma version contained in the Pro forma Insurance Broker's Warranty or copies of the insurance policies.

## 15. Warranty

*Add to Clause 15.2:*

- 15.2 The warranty for this Contract shall remain valid for six (6) months from date of Delivery of the Goods and/or Services.

## 16. Payment

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

- 16.1 Payment of invoices will be made:

16.1.1 Within 30 (thirty) days of receiving the relevant invoice or statement from the Supplier, unless otherwise prescribed for certain categories of expenditure or specific contractual requirements in accordance with any other applicable policies of the Purchaser.

16.1.2 Notwithstanding anything contained above, the Purchaser shall not be liable for payment of any invoice that pre-dates the date of delivery of any Goods and/or Services.

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

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

*Add the following after clause 16.4*

16.5 Notwithstanding any amount stated on the Purchase Order, the Supplier shall only be entitled to payment for Goods and/or Services actually delivered in terms of the Specification and Drawings, or any variations thereof made in accordance with clause 18. Any contingency sum included shall be for the sole use, and at the discretion, of the Purchaser.

16.6 The Purchaser will only make advanced payments to the Supplier in strict compliance with the terms and conditions as contained in the Pro forma Advanced Payment Guarantee and only once the authenticity of such guarantee has been verified by the Purchaser's Treasury Department.

- 16.6.1 The Advance Payment Schedule applicable to this Contract is set out below. The items of plant and materials which have been identified by the Purchaser as being suitable for

advance payment in terms of this Contract are listed in the table below, and for which the Purchaser is prepared to make advance payment to the Supplier, subject to the conditions below. Should an item or items be added to the list at tender stage by a tenderer, no obligation to advance payment shall be incurred by the Purchaser, for such items added by the tenderer except as provided for herein.

Plant and materials which have been manufactured and are stored by the supplier	Plant and materials yet to be manufactured and for which a deposit with order is required from the supplier by a third party manufacturer/supplier, and which may be stored by the supplier:

- 16.6.2 The Supplier can only rely on advance payment being permitted by the Purchaser in respect of the plant and materials listed in the table above. The Purchaser may, however, permit advance payment for other plant and materials in exceptional circumstances and at its sole discretion, during the course of the Contract, and upon reasonable request from the Supplier.
- 16.6.3 Advance payment for the purposes of deposits will only be provided up to a limit of **[DRAFTER TO SELECT PERCENTAGE: %]** of the value of any one item being claimed.
- 16.6.4 The Supplier shall provide the Purchaser with documentary evidence of the terms and conditions for which a deposit with order is required by a third party manufacturer/supplier, together with the advance payment guarantee.
- 16.6.5 The Supplier will also be permitted to obtain advance payment for the balance of the value of the plant and materials in respect of which he has paid a deposit, for an item which after manufacture is stored by the Supplier. The Supplier shall, in respect of such payment, provide an advance payment guarantee, either for such balance or, if the advance payment guarantee in respect of the deposit is to be returned by the Purchaser upon request, for the whole value of the item.

**17. Prices**

*Add the following after clause 17.1*

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

17.4 The prices for the goods and/or Services delivered and services performed shall be subject to contract price adjustment in terms of **Schedule F.1 Contract Price Adjustment** and/or Rate of Exchange Variations and the following conditions will be applicable:

**18. Contract Amendments**

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

**18. Contract Amendments and Variations**

*Add the following to clause 18.1:*

Variations means changes to the Goods and/or Services, extension of the contract period or increases in the value of the Contract as a result of written instructions issued by the Purchaser to the Supplier. Such changes are subject to prior approval by the Purchaser's delegated authority. Should the Supplier deliver any Goods not described in a written instruction from the Purchaser, the Purchaser's liability for payment shall not arise until such time as the change has been duly approved and such approval communicated to the Purchaser.

## 20. Subcontracts

*Add the following after clause 20.1:*

- 20.2 The Supplier shall be liable for the acts, defaults and negligence of any subcontractor, his agents or employees as fully as if they were the acts, defaults or negligence of the Supplier.
- 20.3 Any appointment of a subcontractor shall not amount to a contract between the Purchaser and the subcontractor, or a responsibility or liability on the part of the Purchaser to the subcontractor and shall not relieve the Supplier from any liability or obligation under the Contract.

## 21. Delays in the supplier's performance

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

- 21.2 If at any time during the performance of obligations contained in the Contract the Supplier or its subcontractors should encounter conditions beyond their reasonable control which impede the timely delivery of the Goods and/or Services, the Supplier shall notify the Purchaser in writing, within 7 (seven) days of first having become aware of these conditions, of the facts of the delay, its cause(s) and its probable duration. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at his discretion extend the time for Delivery.

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

The Purchaser shall notify the Supplier in writing of his decision(s) in the above regard.

- 21.3 No provision in this Contract shall be deemed to prohibit the obtaining of Goods and/or Services from a national department, provincial department, or a local authority.

## 22. Penalties

*Delete clause 22.1 and replace with the following:*

- 22.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods and/or Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from amounts payable, as a penalty, a sum as stated herein for each day of the delay until actual Delivery or performance.

The penalty for this contract shall be **1% of the purchase order value per day up to a maximum of 10% in the event that onsite stock is depleted or filter shut down in the case of GAC.**

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

## 23. Termination for default

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

**23. Termination**

*Add the following to the end of clause 23.1:*

If the Supplier fails to remedy the breach in terms of such notice.

*Add the following after clause 23.7:*

23.8 In addition to the grounds for termination due to default by the Supplier, the Contract may also be terminated:

23.8.1 Upon the death of the Supplier who was a Sole Proprietor, or a sole member of a Close Corporation, in which case the contract will terminate forthwith.

23.8.2 If the Parties, by mutual agreement, terminate the Contract.

23.8.3 If a material irregularity vitiates the procurement process leading to the conclusion of the Contract, rendering the procurement process and the conclusion of the resulting Contract unfair, inequitable, non-transparent, uncompetitive or not cost-effective the Contract may be terminated by the Purchaser (upon conclusion of applicable processes by the City Manager as described in the Purchaser's SCM Policy).

23.8.4 Reputational risk or harm to the Purchaser

The Purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, may terminate the contract if the implementation of the contract may result in reputational risk or harm to the Purchaser as a result of (inter alia):

- a) reports of poor governance and/or unethical behaviour;
- b) association with known notorious individuals and family of notorious individuals;
- c) poor performance issues, known to the Purchaser
- d) negative social media reports;
- e) adverse assurance (e.g. due diligence) report outcomes; or
- f) circumstances where the relevant vendor has employed, or is directed by, anyone who was previously employed in the service of the state (as defined in clause 1.53), where the person is or was negatively implicated in any SCM irregularity.

By or in relation to the Supplier, the Contract may be terminated by the Purchaser after providing notice to the Supplier.

23.9 If the Contract is terminated in terms of clause 23.8, all obligations that were due and enforceable prior to the date of the termination, must be performed by the relevant Party.

**26. Termination for insolvency**

*Delete clause 26.1 and replace with the following:*

26.1 In the event of the Supplier becoming bankrupt or otherwise insolvent the Purchaser may elect to:

26.1.1 At any time, terminate the Contract by giving written notice to the Supplier; or

26.1.2 Accept a Supplier's proposal (via the liquidator) to render delivery utilising the appropriate contractual mechanisms or takes steps to ensure its rights are protected and any negative impact on service delivery is mitigated.

26.2 In the event of the Purchaser electing to cancel the Contract in accordance with clause 26.1.1 above, the Purchaser shall make payment of all verified and signed off invoices. In the event of there being any dispute in respect of any outstanding invoices such dispute shall be dealt with in accordance with the dispute resolution mechanism in the Contract.

**27. Settlement of Disputes**

*Amend clause 27.1 as follows:*

- 27.1 If any dispute or difference of any kind whatsoever, with the exception of termination in terms of clause 23 arises between the Purchaser and the Supplier in connection with or arising out of the Contract, the Parties shall make every effort to resolve such dispute or difference amicably, by mutual consultation.

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

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

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

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

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

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

## **28. Limitation of Liability**

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

- (a) notwithstanding any provision to the contrary contained in this contract, neither the supplier nor any of its officers, directors, employees, agents contractors, consultants or other representatives shall be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect, incidental, special or consequential loss or damage of any kind, including without limitation the loss of use, loss of production, or loss of profits or interest costs, loss of goodwill, lost or damaged data or software, costs of substitute products/services and/or loss of business or business opportunities (whether foreseeable or unforeseeable), provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser;
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the sums insured in terms of clause 11 in respect of insurable events, or where no such amounts are stated, to an amount equal to twice the Contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

*Add the following after clause 28.1:*

- 28.2 Without detracting from, and in addition to, any of the other indemnities in this Contract, the Supplier shall be solely liable for and hereby indemnifies and holds harmless the Purchaser against all claims, charges, damages, costs, actions, liability, demands and/or proceedings and expense in connection with:
- a) personal injury or loss of life to any individual;
  - b) loss of or damage to property;

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

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

### 31. Notices

*Delete clauses 31.1 and 31.2 and replace with the following:*

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

### 32. Taxes and Duties

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

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

*Add the following after clause 32.3:*

- 32.4 The VAT registration number of the CCT is 4500193497.

## ADDITIONAL CONDITIONS OF CONTRACT

*Add the following Clause after Clause 34:*

### 35. Reporting Obligations

- 35.1 The Supplier shall complete, sign and submit with each delivery note, all the documents as required in the Specifications including Monthly Project Labour Reports (Annexure B). Any failure in this regard may result in a delay in the processing of payments.

**C.7 GENERAL CONDITIONS OF CONTRACT**

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

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**1. Definitions**

1. The following terms shall be interpreted as indicated:

1.1 'Closing time' means the date and hour specified in the bidding documents for the receipt of bids.

1.2 'Contract' means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 'Contract price' means the price payable to the supplier under the contract for the full and proper performance of his or her contractual obligations.

1.4 'Corrupt practice' means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 'Countervailing duties' are imposed in cases in which an enterprise abroad is subsidised by its government and encouraged to market its products internationally.

- 1.6 'Country of origin' means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 'Day' means calendar day.
- 1.8 'Delivery' means delivery in compliance with the conditions of the contract or order.
- 1.9 'Delivery ex stock' means immediate delivery directly from stock actually on hand.
- 1.10 'Delivery into consignee's store or to his site' means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 'Dumping' occurs when a private enterprise abroad markets its goods on its own initiative in the RSA at lower prices than that of the country of origin, and which action has the potential to harm the local industries in the RSA.
- 1.12 'Force majeure' means an event beyond the control of the supplier, not involving the supplier's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 'Fraudulent practice' means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 'GCC' means the General Conditions of Contract.
- 1.15 'Goods' means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 'Imported content' means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 'Local content' means that portion of the bidding price which is not included in the imported content, provided that local manufacture does take place.
- 1.18 'Manufacture' means the production of products in a factory using labour, materials, components and machinery, and includes other, related value-adding activities.
- 1.19 'Order' means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 'Project site', where applicable, means the place indicated in bidding documents.
- 1.21 'Purchaser' means the organisation purchasing the goods.
- 1.22 'Republic' means the Republic of South Africa.
- 1.23 'SCC' means the Special Conditions of Contract.

1.24 'Services' means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance, and other such obligations of the supplier covered under the contract.

1.25 'Written' or 'in writing' means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

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

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

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

## **3. General**

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

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za).

## **4. Standards**

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

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

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

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

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

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

## **6. Patent rights**

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

## 7. Performance Security

- 7.1 Within 30 (thirty) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in the SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 1.3 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 30 (thirty) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in the SCC.

## 8. Inspections, tests and analyses

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

**9. Packing**

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

**10. Delivery and documents**

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental Services**

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

**14. Spare parts**

- 14.1 As specified in the SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
  - (b) in the event of termination of production of the spare parts:

- (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

## 15. Warranty

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

## 16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in the SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of any other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than 30 (thirty) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in the SCC.

## 17. Prices

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

## 18. Contract Amendments

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

## 19. Assignment

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

## 20. Subcontracts

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

## 21. Delays in the supplier's performance

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

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

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

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

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

## 22. Penalties

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

## 23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than 14 (fourteen) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 14 (fourteen) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer/Authority will, at the discretion of the Accounting Officer/Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person is or was, in the opinion of the Accounting Officer/Authority, actively associated.

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

- (i) the name and address of the supplier and/or person restricted by the purchaser;
- (ii) the date of commencement of the restriction;
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period of not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction, and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

## **24. Anti-dumping and countervailing duties and rights**

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

## **25. Force majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if, and to the extent that,

his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

## **26. Termination for insolvency**

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

## **27. Settlement of Disputes**

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the Parties shall make every effort to resolve such dispute or difference amicably, by mutual consultation.

27.2 If, after 30 (thirty) days, the Parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the Parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due to the supplier.

## **28. Limitation of Liability**

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

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

## **29. Governing language**

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

## **30. Applicable Law**

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

## **31. Notices**

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail, and any other notice to him shall be posted by ordinary mail, to the address furnished in his bid or to the address notified later by him in writing; and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

### **32. Taxes and Duties**

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

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

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

### **33. National Industrial Participation (NIP) Programme**

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

### **34 Prohibition of Restrictive practices**

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act, Act 89 of 1998, as amended, an agreement between or concerted practice by firms, or a decision by an association of firms, is prohibited if it is between Parties in a horizontal relationship and if a bidder(s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act, Act 89 of 1998.

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

**C.8 ANNEXURES**

**Annexure A – Pro Forma Insurance Broker’s Warranty**



*Letterhead of supplier’s Insurance Broker*

Date \_\_\_\_\_

CCT  
City Manager  
Civic Centre  
12 Hertzog Boulevard  
Cape Town  
8000

Dear Sir

**TENDER NO.:** 294G/2025/26

**TENDER DESCRIPTION:** SUPPLY AND DELIVERY OF CARBON-BASED WATER TREATMENT CHEMICALS AND MEDIA AND INSTALLATION AND MAINTENANCE OF DOSING SYSTEMS FOR BULK WATER TREATMENT PLANTS

**NAME OF SUPPLIER:** \_\_\_\_\_

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

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

*Yours faithfully*

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

For: \_\_\_\_\_ (Supplier’s Insurance Broker)



**MONTHLY PROJECT LABOUR REPORT**



**BENEFICIARY DETAILS AND WORK INFORMATION**

<b>CONTRACT OR WORKS PROJECT NUMBER:</b>
--

<b>Year</b>	<b>Month</b>

<b>Sheet</b>		
1	of	

No.	(8) First name	(8) Surname	(8) ID number	(9) New Beneficiary (Y/N)	Gender (M/F)	Disabled (Y/N)	(10) Job seeker database (Y/N)	Contract start date (DDMMYY)	(11) Contract end date (DDMMYY)	(12) No. days worked this month (excl. training)	(13) Training days	(14) Rate of pay per day (R - c)
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2												
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Declared by Contractor or Vendor to be true and correct:	Name	Signature
	Date	

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

## **Annexure C - Pro Forma Performance Security/ Guarantee**

*Not applicable*

## **Annexure D - Pro Forma Advance Payment Guarantee**

Not applicable

**Approved Financial Institution as at 28 February 2023:**

1.1 National Banks

ABSA Bank Limited  
Firststrand Bank Limited  
Investec Bank Limited  
Nedbank Limited  
Standard Bank of South Africa Limited

1.2 International Banks (with branches in South Africa)

Barclays Bank PLC  
Citibank NA  
Credit Agricole Corporate and Investment Bank  
HSBC Bank PLC  
JPMorgan Chase Bank  
Societe Generale  
Standard Chartered Bank

1.3 Insurance Companies

American International Group Inc (AIG)  
Bryte Insurance Company Limited  
Coface SA  
Compass Insurance Company Limited  
Credit Guarantee Insurance Corporation of Africa Limited  
Guardrisk Insurance Company Limited  
Hollard Insurance Company Limited  
Infiniti Insurance Limited  
Lombard Insurance Company Limited  
Mutual and Federal Risk Financing Limited  
New National Assurance Company Limited  
PSG Konsult Ltd (previously Absa Insurance)  
Regent Insurance Company Limited  
Renasia Insurance Company Limited  
Santam Limited...]

## Annexure F - Tender Returnable Documents

### Schedule F.1: Contract Price Adjustment

#### COMPILER NOTE:

The SCM practitioner along with the BSC will determine whether tenderers will be asked to tender firm prices or prices subject to adjustment. The choice must be clearly indicated in the SCC at clause 17.

If firm prices apply: Insert "Not Applicable" here.

If prices subject to adjustment are called for:

The SCM practitioner along with the BSC must determine the most appropriate price adjustment (CPA) mechanism for this tender and also whether rate of exchange variation (ROE) should be provided for and select the applicable terms from the templates available for download at: [CMT Contract Management Templates - Default \(capetown.gov.za\)](#) or contact [Contract.Advice@capetown.gov.za](mailto:Contract.Advice@capetown.gov.za)

## F.1: Contract Price Adjustment and/or Rate of Exchange Variation

### 1. TENDER CONDITIONS

- 1.1 The Contract Price Adjustment (CPA) mechanism and/or provisions relating to Rate of Exchange (RoE) Variation, contained in this schedule is compulsory and binding on all Tenderers/Suppliers and this schedule (the parts relevant to the particular tender) must be completed by all Tenderers/Suppliers.
- 1.2 Tenderers/Suppliers are not permitted to amend, vary, alter or delete this schedule or any part thereof unless otherwise stated in this schedule.
- 1.3 Tenderers are not permitted to offer fixed and firm prices except as provided for in the Price Schedule.

### 2. CPA PROVISIONS SELECTION

- 2.1 The prices stipulated on the Price Schedule are subject to adjustment as set out below.
- 2.2 Tenderer must indicate the specific CPA and/or RoE provisions applicable to its bid by marking the relevant checkboxes below. Tenderers to note that the CPA and/or RoE provisions are not exclusive and multiple CPA Types can exist if the bid contains both local and foreign exchange based pricing. In such cases the CPA and/or ROE provision applies **only** to that particular portion of the tendered price.
- 2.3 The CPA and/or RoE provisions applicable to this tender and resulting contract are to be indicated below by selecting the relevant boxes (with multiple selections only where indicated permissible):

	<u>Indicate option</u>	<u>CPA Type</u>	<u>Period</u>	<u>Refer to Section</u>
A	<div style="text-align: center;"> <u>Indicate option</u>    <input type="checkbox"/> N/A         </div>	<b>FIRM PRICES</b> as per Pricing Schedule	Annual	<i>Pricing Schedule C.4 and Schedule F.1 (A)</i>
<b><u>LOCAL (RSA) TENDER CONTENT:</u></b>				
<b>EITHER</b>				
B	<input type="checkbox"/> NA	SEIFSA Index based CPA	Monthly / Quarterly	<i>Schedule F.1 (B)</i>
<b>OR</b>				
C	<input type="checkbox"/>	Pricelist / Quotation Based CPA	Ad-Hoc	<i>Schedule F.1 (C)</i>
<b>OR</b>				
D	<input type="checkbox"/>	STATS SA CPI Index Based CPA	Annually	<i>Schedule F.1 (D)</i>
<b>OR/AND</b>				
E	<input type="checkbox"/> NA	Sectorial Determination 1: Contract Cleaning Sector	Annually	<i>Schedule F.1 (E)</i>
<b>OR</b>				
E	<input type="checkbox"/> NA	Sectorial Determination 6: Private Security Sector	Annually	<i>Schedule F.1 (E)</i>
<b><u>IMPORTED GOODS AND / OR COMPONENTS (IF APPLICABLE)</u></b>				
F	<input type="checkbox"/>	ROE based CPA	Ad-Hoc	<i>Schedule F.1 (F)</i>
<b>AND (IF REQUIRED), EITHER</b>				
G	<input type="checkbox"/>	Pricelist / Quotation based CPA	Ad-Hoc / Periodic	<i>Schedule F.1 (G)</i>
<b>OR</b>				
H	<input type="checkbox"/>	Overseas CPI / PPI index based CPA	Ad-Hoc / Periodic	<i>Schedule F.1 (H)</i>

- 2.4 CPA and/or RoE provisions marked as **not applicable** is not relevant and will not apply to this tender and resulting contract.

### 3. CONTRACT CPA APPLICATIONS AND ADMINISTRATION

- 3.1 Any claim for variation in the contract price (either CPA or RoE adjustments) must be submitted in writing:
- i. By letter to: Director (**INSERT Directorate Director/Contract Owner**), City of Cape Town, P O Box 655, Cape Town, 8000 or
  - ii. By email to: **[INSERT Contract Manager's e-mail address]**
- at least 14 days prior** to the month upon which the adjustment would become effective in the case of prices being set in advance, and as soon as relevant indices are available and no later than 60 days after the date of delivery of goods or the completion of the project (i.e. date of issue of the Taking-Over Certificate, if applicable) in the case of adjustments being claimed retrospectively for Goods or Services. The latter case is only applicable where specifically provided for in the CPA provisions.
- 3.2 When submitting a request for CPA and/or RoE adjustment the Supplier must indicate the Rand Value claimed for each item listed on C.4 - Price Schedule, clearly indicating the item number as per C.4 - Price Schedule. **Percentage increases will not be considered**. A mere notification of a request for CPA without stating the new price claimed for each item shall, for the purpose of this clause, will not be regarded as a valid request.
- 3.3 The CCT reserves the right to request from the Supplier to submit an auditor's certificates or any other similar documentary proof as it may require in order to verify a claim for CPA or RoE adjustments. Price adjustments will not be processed until such time as the Supplier submits such auditor's certificates or other documentary proof to the CCT. Should the Supplier fail to submit the auditor's certificates or other documentary proof to the CCT within 30 days from the written request, it shall be presumed that the Supplier has abandoned its request.
- 3.4 The CCT reserves the right to withhold payment of any claim for adjustment while only provisional figures are available and until such time as the final (revised) figures are issued by the relevant authority.
- 3.5 The CCT will confirm in writing once processing of the CPA or RoE adjustments have been completed including the effective date of the adjustments.
- 3.6 In instances where pricelist-based and other non-index based CPA requests are investigated and found to be not reasonable or market related, the CCT reserves the right to reject such requests. Where disputes arise with respect to such rejected requests the CCT reserves the right to procure the Goods from other available Suppliers until such time as the dispute is resolved.
- 3.7 The adjustment will apply to all Purchase Orders or Purchase Order lines where the delivery date is on or after the effective date of the adjustment.
- 3.8 The successful Tenderers/Suppliers shall immediately upon notification of commencement date of contract (or date of issue of first PO) submit written application for approval of adjustment to the contract prices in C.4 Price Schedule that shall be applicable during the first contract price cycle of the contract. This application will be assessed in accordance with the processes provided in the schedules below.

**F.1 (A) – FIRM PRICES**

*NOT APPLICABLE*

**F.1 (B) LOCAL SOUTH AFRICAN CONTENT – SEIFSA INDICES**

*NOT APPLICABLE*

<b>F.1 (C) LOCAL SOUTH AFRICAN CONTENT - SUPPLIER/ MANUFACTURER PRICE LIST/QUOTATIONS</b>
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1. Tenderers /Suppliers that are not the manufacturer or original supplier of the tendered goods and whose tender prices are based on the price list/quotation of another company (manufacturer or other supplier) may apply Supplier / Manufacturer Pricelist / Quotation based CPA.
2. In such cases the Tenderer is required to submit with his tender a copy of the original Supplier / Manufacturer Pricelist / Quotation upon which his tender prices are based. Such pricelist / Quotation is required to be on the Letterhead of the Supplier / Manufacture, is to be dated, referenced and signed, and is to provide clear reference to the tender number and is required to clearly reference each item quoted to the respective Tender Item Number indicated in C.4 Price Schedule.
3. The tenderer shall further confirm the Manufacturer / Supplier, quotation date and reference number and applicable tender Items by completing Table F.1(C).1 below.

**Table F.1(C).1: Price Schedule information for Manufacturers/Suppliers Price List(s)/Quotation**

<b>Manufacturer/ Supplier Name</b>	<b>Price List Information</b>		
	<b>Price List/Quotation Date</b>	<b>Price List/Quotation Reference Number</b>	<b>Pricelist applicable to Items as per C.4 Price Schedule</b>

4. During the contract period, the Tenderer (now Supplier) must submit the request for price adjustment based on increases in pricelists of manufacturers/suppliers prior to the effective date of the increase in the pricelist.
5. The effective date of any price adjustment granted will be the first day of the month following the month during which the fully substantiated application for contract price adjustment is submitted or, by agreement between the Tenderer/Supplier and the CCT, a subsequent date on which the price adjustment will become effective.
6. Purchase orders placed prior to the effective date of any price increase shall be placed at the previously agreed price, not the claimed adjusted price.
7. In instances where the Supplier's price adjustment claimed is less than entitled, the lesser price will be accepted.
8. Only the difference in source supplier / manufacturer pricelist (actual cost, not percentage) may be adjusted and under no circumstances may the Tenderer/Supplier increase their profit margin.
9. The Tenderer/Supplier shall, when submitting claims for contract price adjustment, submit all of the documentation indicated below a minimum of two weeks prior to the effective date of the contract price adjustment:
  - a) Copies of price lists upon which original tender prices were based (refer to clause 2, Table F.1(C).1 above) clearly indicating the item(s) according to C.4 Price Schedule.

- b) The new price list (*from the same Supplier / Manufacturer as originally tendered*) on the relevant manufacturer/suppliers letterhead (with pamphlets, brochures and e-mail communication) clearly indicating the item(s) according to C.4 Price Schedule.
  - c) Detailed calculations indicating how the “adjusted” price was calculated. The calculations must be submitted in Excel, together with a signed, “PDF” version of the Excel spreadsheet. The example below – Table F.1(C).2, is what is required.
  - d) A covering letter on the Supplier’s letterhead requesting the CPA with the effective date of the claim.
10. The CCT will consider the request and either refer the request back for correction or additional information or approve the request.
  11. The CCT will assess such pricelist based CPA claims against market pricing and indices and other input pricing indicators and will only approve such claims that are confirmed to be reasonable, and market related with reference to the source pricing information provided with the tender and with the CPA application
  12. Approval of the CPA request including confirmation of the effective date, will be communicated to the Supplier in writing together with a list of the approved adjusted rates. The effective date will be as per clause 5 above.
  13. The successful Tenderer/Supplier shall upon notification of the commencement date of contract submit written application for approval for adjustment of unit prices for the Goods where the Tenderer may have been notified by the Supplier / Manufacturer of the Goods of a price increase, together with the required supporting documentation. This application will be assessed in accordance with the process laid out above in order to determine approved contract prices at the commencement of the contract.
  14. Failure to submit such application within two working weeks of commencement of contract shall result in the tendered unit prices being applied for initial orders placed following commencement of the contract.
  15. In the event of a Supplier changing its Supplier / Manufacturer during the tenure of the contract, no request for price variations will be considered unless the Supplier has obtained **prior written approval from the City for the change** of Supplier / Manufacturer. Such approval shall include technical approval by the Engineer of the goods supplied by the replacement Supplier / Manufacturer. Technical approval by the Engineer shall be a prerequisite for any change of Supplier / Manufacturer.

**Table F.1(C).2 – Pro Forma Table for Adjustments in price where the Supplier is not the Manufacturer)**

C.4 Price Schedule Item No.	Original Tender Price	Previous and New Price List Information					New Contract Price (ZAR) (Excl. VAT)
		Manufacturer/Supplier	Material no.	Price as per previous Manufacturer/Supplier Price List (Excl. Vat) Price List Date:_____	Price as per new Supplier/Manufacturer Price List (Excl. Vat) Price List Date:_____	Difference between the previous and new manufacturer Price list (C)-(B)	
	(A)			(B)	(C)	(D)	(A)+(D)

*\*When submitting the first request for price adjustment, use the tender price as per C.4 Price Schedule.*

<b>F.1 (D) LOCAL SOUTH AFRICAN CONTENT - STATS SA CONSUMER PRICE INDEX</b>
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1. Applicable where the Tenderer/Suppliers has indicated their tendered rates are subject to adjustment based on changes in the Statistics South Africa (STATS SA) Consumer Price Indices.
2. A minimum of 10% of the tendered rates as per C.4 Pricing Schedule shall be fixed and free of variation for the first cycle adjustment 1. Thereafter, a minimum of 10% of the approved adjusted rate for each of the subsequent years shall be fixed and free from variation as per the following sequence:

Adjustment 1 = 10% of tendered rates  
 Adjustment 2 = 10% of Adjusted 1 tendered rates  
 Adjustment 3 = 10% of Adjusted 2 tendered rates  
 Adjustment 4 = 10% of Adjusted 3 tendered rates  
 Adjustment 5 = 10% of Adjusted 4 tendered rates  
 Adjustment 6 = 10% of Adjusted 5 tendered rates  
 Adjustment 7 = 10% of Adjusted 6 tendered rates  
 Adjustment 8 = 10% of Adjusted 7 tendered rates  
 Adjustment 9 = 10% of Adjusted 8 tendered rates

3. A total of 90% of the tendered rates as per C.4 Pricing Schedule shall be adjusted annually in accordance with **clause 5** below for the first cycle adjustment 1. Thereafter, a total of 90% of the approved adjusted rate for the subsequent years shall be adjusted annually in accordance with **clause 5** below, as per the following sequence:

Adjustment 1 = 90% of tendered rates  
 Adjustment 2 = 90% of Adjusted 1 tendered rates  
 Adjustment 3 = 90% of Adjusted 2 tendered rates  
 Adjustment 4 = 90% of Adjusted 3 tendered rates  
 Adjustment 5 = 90% of Adjusted 4 tendered rates  
 Adjustment 6 = 90% of Adjusted 5 tendered rates  
 Adjustment 7 = 90% of Adjusted 6 tendered rates  
 Adjustment 8 = 90% of Adjusted 7 tendered rates  
 Adjustment 9 = 90% of Adjusted 8 tendered rates

4. The Contract Price(s) shall remain FIRM for the first 12 calendar months from Date of contract commencement ~~Tender Closing~~ and Suppliers are not permitted to request CPA during this period.
5. The Contract Price(s) will thereafter be subject to adjustment annually based on the average percentage of change over 12 months as published by STATS SA: Consumer Price Index (P0141–Table B2 – CPI headline year-on-year rates) as follows:

No adjustment applicable for 12 months from tender closing (close of tender being month 0).

5.1 ADJUSTMENT 1 – Anniversary (13th month from Date of contract commencement to the end of the 24th month)

Average CPI will be calculated by utilising the latest indices published in the 13th month from close of tender (close of tender being month 0) and month one (1) being the base month indice, by adding the percentage CPI for the 12 months and dividing by 12 months.

5.2 ADJUSTMENT 2 – Anniversary (25th month from Date of contract commencement, till the 36th month)

Average CPI will be calculated by utilising the latest indices published in the 25th month from close of tender (close of tender being month 0) and month thirteen (13) being the base month indice, by adding the percentage CPI for the 12 months and dividing by 12 months.

5.3 ADJUSTMENT 3 – Anniversary (37th month from Date of contract commencement, till the 48th month)

Average CPI will be calculated by utilising the latest indices published in the 37th month from close of tender (close of tender being month 0) and month twenty-five (25) being the base month indice, by adding the percentage CPI for the 12 months and dividing by 12 months.

5.4 ADJUSTMENT 4 – Anniversary (49th month from Date of contract commencement, till the 60th

month)

Average CPI will be calculated by utilising the latest indices published in the 49th month from close of tender (close of tender being month 0) and month thirty-seven (37) being the base month indice, by adding the percentage CPI for the 12 months and dividing by 12 months.

5.5 ADJUSTMENT 5 – Anniversary (61st month from Date of contract commencement, till the 72nd month)

Average CPI will be calculated by utilising the latest indices published in the 61st month from close of tender (close of tender being month 0) and month forty-nine (49) being the base month indice, by adding the percentage CPI for the 12 months and dividing by 12 months.

5.6 ADJUSTMENT 6 – Anniversary (73rd month from Date of contract commencement, till the 84th month)

Average CPI will be calculated by utilising the latest indices published in the 73rd month from close of tender (close of tender being month 0) and month sixty-one (61) being the base month indice, by adding the percentage CPI for the 12 months and dividing by 12 months.

5.7 ADJUSTMENT 7 – Anniversary (85th month from Date of contract commencement, till the 96th month)

Average CPI will be calculated by utilising the latest indices published in the 85th month from close of tender (close of tender being month 0) and month seventy-three (73) being the base month indice, by adding the percentage CPI for the 12 months and dividing by 12 months.

5.8 ADJUSTMENT 8 – Anniversary (97th month from Date of contract commencement, till the 108th month)

Average CPI will be calculated by utilising the latest indices published in the 97th month from close of tender (close of tender being month 0) and month eighty-five (85) being the base month indice, by adding the percentage CPI for the 12 months and dividing by 12 months.

5.9 ADJUSTMENT 9 – Anniversary (109th month from Date of contract commencement, till the 120th month)

Average CPI will be calculated by utilising the latest indices published in the 109th month from close of tender (close of tender being month 0) and month ninety-seven (97) being the base month indice, by adding the percentage CPI for the 12 months and dividing by 12 months.

6. Subject to prior approval by the CCT delegated authority, in the event of any extension of the contract period beyond month 120 of the contract will follow the outlined above in determining the base and end month for the future period.

**F.1. (E) LOCAL SOUTH AFRICAN CONTENT – SECTORIAL DETERMINATION**

***NOT APPLICABLE***

**F.1. (F) GOODS AND/OR COMPONENTS IMPORTED FROM OUTSIDE OF SOUTH AFRICA  
RATE OF EXCHANGE PRICE VARIATIONS**

1. Subject to the above, when tendered prices of certain items in C.4 Price Schedule are subject to adjustment for changes in the cost of goods and/or components imported from outside of South Africa, the Tenderer must (as part of the bid submission) provide a list of such items and other information as required in Table F.1 (F).2 below and include it in the bid submission.
2. Only tenderers who are the direct importer of the goods may claim rate of exchange price variations.

**Table F.1 (F).1: Information required for prices subject to Rate of Exchange adjustments**

Exchange Rate on which tender is based:	_____ 1 : Rand _____
Exchange Rate on which tender is based: (if more than one currency)	_____ 1 : Rand _____
Exchange Rate on which tender is based: (if more than one currency)	_____ 1 : Rand _____
Name of Bank	
Date of quoted rate of exchange	
Documentation relevant to calculation of adjustments based on Rate of Exchange (Mark with "x")	
Bill of Lading	
Waybill	
Customs invoice	
Other: _____	

**7 TABLE F.1 (F).2: Price Basis for Imported Resources**

C.4 Price Schedule Detail		Rand Value Calculation for Foreign Content (FOB)			Customs Surcharge		Customs Duty			Rand Value for South African Content (FOR)	Total Tender Price in Rand of (C) + (D) + (E) + (F) included in Price Schedule C.4
C.4 Price Schedule Item No.	Description of Resources	Value in Foreign Currency denomination	Rate of Exchange as at Base Date*	Value in Rand for Foreign currency content (A) x (B)	%	Rand	%	Rand	Customs Duty Tariff Reference	Value in Rand for South African Content	(G)
		(A)	(B)	(C)		(D)		(E)		(F)	(G)

\* Base Date: 7 (seven) calendar days before tender closing.

3. Any items/resources not inserted in Table F.1 (F).2 above, are deemed to be manufactured / supplied in South Africa and is not subject to adjustment in terms of variation in rate of exchange.
4. The price adjustment for variations in the cost of plant and materials imported from outside of South Africa shall be based on the information contained on the schedule titled "Price Basis for Imported Resources" (Table F.1 (F).2). The Rand value of goods and components comprising entirely or partly imported content that is inserted on the Table F.1(F).2 titled "Price Basis for Imported Resources" (column (G)) shall be the rate tendered in the Pricing Schedule C.4, and shall be the value in foreign currency (column (A)) converted to South African Rand (column (C)) by using the closing spot selling rate on the Base Date (seven calendar days before tender closing date) rounded to the second decimal

place (column (B)), to which shall be added any Customs Surcharge and Customs Duty applicable at that date (columns (D) and (E)) and any South African manufactured or added content (column (F)). Any mark-up by the Tenderer or other costs not detailed above shall be entirely contained within the South African Content (Column (F)).

5. The adjustments shall be calculated upon the value in foreign currency in the Supplier's forward cover contract.
6. Any increase or decrease in the Rand value between the amounts of Customs Surcharge and Customs Duty inserted in on the schedule titled "Price Basis for Imported Resources" and those amounts actually paid to the Customs and Excise Authorities, which are due to changes in the percentage rates applicable or to the foreign exchange rate used by the authorities, shall be adjusted accordingly.
7. The Tenderer shall state the Customs Duty Tariff Reference applicable to each item and the Supplier shall advise the CCT's Agent of any changes which occur.
8. Suppliers shall take out Forward Cover covering the foreign exchange component of the cost of any imported portion of the Goods ordered on **each purchase order** issued by the Employer.
9. The process to be followed by Suppliers for claims for Rate of Exchange Variations shall be as follows:
  - a) The Supplier shall within seven working days from the date of receipt of the purchase order arrange forward cover by way of a contract with a bank which is an authorised foreign exchange dealer, the foreign exchange component of the cost of any imported goods and components inserted by the Tenderer on the scheduled titled "Price Basis for Imported Resources" (Table F.1 (F).2), and submit such Forward Cover quotation to the City for approval.
  - b) Upon receipt of the quotation for Forward Cover from the bank, the Supplier must forward the quote ideally, within 15 minutes of receiving it from their banker to the CCT: [CPA.Request@capetown.gov.za](mailto:CPA.Request@capetown.gov.za) and Contract Manager: **[insert e-mail address]**. This is to ensure that the time difference from generation of the quotation for Forward Cover to finalising the Forward Cover with the Bank, is kept to a minimum due to the change in the exchange rate throughout the day.
  - c) The Contract Manager will forward the quotation to the CCT Treasury Department immediately for their consideration and approval. The cut-off time for receipt of quotations for Forward Cover will be 14h00. It must be noted that if this deadline will not be achieved, it is recommended that the quotation process be undertaken on the following day which should fall within the 7 days of receipt of the purchase order.
  - d) Only once the Forward Cover quotation rate has been approved by CCT Treasury Department, may the Supplier finalise the Forward Cover contract with their bank at the rate approved by the CCT Treasury Department for that Purchase Order and forward a copy of the contract to the CCT via email: [CPA.Request@capetown.gov.za](mailto:CPA.Request@capetown.gov.za) and Contract Manager: **[insert e-mail address]**.
  - e) The Forward Cover quotation envisaged above shall have the CCT purchase order number and a Forward Cover Contract (FCC) Value Date that is directly based upon the required delivery date for the imported Goods or components necessary in order to meet the Contract Delivery Period. Future FCC Value Dates beyond the Contract Delivery Period shall not be acceptable.
10. On delivery of the goods to the City the Supplier shall submit the following documentation to the CCT via email: [CPA.Request@capetown.gov.za](mailto:CPA.Request@capetown.gov.za) and Contract Manager: **[insert e-mail address]**. :
  - a) The Bill of Lading/Waybill/Customs Invoice (clearly indicating the items as identified on the purchase order).
  - b) Calculations detailing the difference in the rate of exchange at the time of entry and the date of tender. These shall be submitted on a covering letter.
  - c) The invoice / credit note for the Rate of Exchange adjustment applicable to the specific order.
11. In exceptional circumstances, and subject to the Employer's explicit written approval, Rate of Exchange variations on Goods or components that are imported in bulk in advance in fulfilment of the contract requirements or to create buffer stocks, but not specifically in response to specific purchase orders placed by the Employer in accordance with the contract, shall be based upon whichever of the following

two methodologies is more advantageous to the Employer:

- a) Methodology 1: A spot quotation for the Forward Cover Contract rate for the imported portion of the Goods, based upon the FCC Value Date for the particular purchase order(s), as outlined in clause 9 above.
  - b) Methodology 2: The actual Rate of Exchange cost variations incurred in fulfilment of the purchase order(s), fully substantiated by detailed Bills of Lading and Customs Invoice applicable to the particular Goods delivered. The applicable Rate of Exchange shall be the rate as defined on the Customs Invoice for the imported Goods.
  - c) Determination of the more advantageous methodology shall be conducted and approved following delivery of the imported Goods or components to the Supplier but prior to delivery of the Goods to the Employer.
12. Approval of the process detailed in Clause 11 and sub-clauses above shall be on an order by order basis and application shall be submitted, with required supporting documents, immediately on receipt of the relevant purchase order(s).

<b>F.1. (G) GOODS AND/OR COMPONENTS IMPORTED FROM OUTSIDE OF SOUTH AFRICA - MANUFACTURER/SUPPLIER PRICE/QUOTATION LIST</b>
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- 1. Manufacturer's / Supplier's Pricelist / Quotation Based CPA – Imported Goods or Components:**
- 1.1 Tenderers with imported Goods or Components may claim contract price adjustment based on the overseas SUPPLIER'S / MANUFACTURER'S PRICE LISTS/ QUOTATION from the supplier or manufacturer of the tendered items.
- 1.2 In such cases the Tenderer is required to submit with his tender a copy of the original overseas Supplier / Manufacturer Pricelist / Quotation upon which his tender prices are based. Such pricelist / Quotation is required to be on the Letterhead of the Supplier / Manufacture, is to be dated, referenced and signed, and is to provide clear reference to the tender number or unambiguously indicate the relevant component.
- 1.3 The Tenderer is required to clearly reference each item quoted to the respective Tender Item Number indicated in C.4 Price Schedule by completing Table F.1 (G).1 below.

**Table F.1 (G).1: Price Schedule information for Imported Goods or Components - Manufacturers/Suppliers Price List(s)/Quotation**

Manufacturer/ Supplier Name	Price List Information		
	Price List/Quotation Date.	Price List/Quotation Reference Number	Pricelist applicable to Items as per C.4 Price Schedule

- 1.4 During the contract period, the Tenderer (now Supplier) must submit the request for price adjustment based on increases in pricelists of manufacturers/suppliers prior to the effective date of the increase in the pricelist.
- 1.5 Price adjustment will be processed on an ad-hoc/ monthly/ quarterly/ **bi-annual**/ annual basis, by formal notification and evidence of a Supplier / Manufacturer price adjustment letter.
- 1.6 The effective date of any price adjustment granted will be the first day of the month following the month during which the fully substantiated application (in accordance to the cycle indicated at 1.5 above) for contract price adjustment is submitted or, by agreement between the Tenderer/Supplier and the CCT, a subsequent date on which the price adjustment will become effective.
- 1.7 In instances where the Supplier's price adjustment claimed is less than entitled, the lesser price will be accepted.
- 1.8 Only the difference in source supplier / manufacturer pricelist (actual cost, not percentage) may be adjusted and under no circumstances may the Tenderer/Supplier increase their profit margin.
- 1.9 The Tenderer/Supplier shall, when submitting claims for contract price adjustment, submit all of the documentation indicated below a minimum of two weeks prior to the effective date of the contract price

adjustment:

- a) Copies of price lists upon which original tender prices were based (refer to Clause 1.2, Table F.1 (G).1 above) clearly indicating the item(s) according to C.4 Price Schedule.
  - b) The new price list (*from the same Supplier / Manufacturer as originally tendered*) on the relevant manufacturer/suppliers letterhead (with pamphlets, brochures and e-mail communication) clearly indicating the item(s) according to C.4 Price Schedule.
  - c) Submit detailed calculations indicating how the “new” price is calculated. The calculations must be submitted in Excel, together with a signed, “PDF” version of the Excel spreadsheet. The example below – Table F.1(G).2, is what is required.
  - d) A covering letter on the Supplier’s letterhead requesting the CPA with the effective date of the claim.
- 1.10 The CCT will consider the request and either refer the request back for correction or additional information or approve the request.
  - 1.11 The CCT will assess such pricelist based CPA claims and will only approve such claims that are confirmed to be reasonable and market related with reference to the source pricing information provided with the tender and with the CPA application
  - 1.12 Approval of the CPA request including confirmation of the effective date, will be communicated to the Supplier in writing. The effective date will be as per clause 1.6 above.
  - 1.13 The successful Tenderer/Supplier shall immediately upon notification of the commencement date of contract submit written application for approval of any adjusted unit prices for the Goods that may have been notified by the Supplier / Manufacturer of the Goods, together with the required supporting documentation. This application will be assessed in accordance with the process laid out above in order to determine approved contract prices at the commencement of the contract.
  - 1.14 Failure to submit such application within two working weeks of commencement of contract shall result in the tendered unit prices being applied for initial orders placed following commencement of the contract.
  - 1.15 In the event of a Supplier changing their Supplier / Manufacturer during the tenure of the contract, no request for price variations will be considered unless the Supplier has obtained prior approval from the City for the change of Supplier / Manufacturer. Such approval shall include technical approval by the Engineer of the goods supplied by the replacement Supplier / Manufacturer. Technical approval by the Engineer shall be a prerequisite for any change of Supplier / Manufacturer.

TENDER NO: 294G/2025/26

**Table F.1(G).2 – Pro Forma Table for Adjustments in price for Imported Goods or Components - Manufacturers/Suppliers Price List(s)/Quotation**

C.4 Price Schedule Item No.	Original Tender Price  (A)	Previous and New Price List Information								New Contract Price (Excl. VAT)  I  =(A)+(H)
		Manufacturer/Supplier	Material no.	Price Manufacturer/Supplier Price List at the time tender in foreign currency (Excl. Vat)  Price List Date: _____  (B)	Exchange Rate on which quote is based – 7/14 days prior tender closes – BSC to decide -   (C)	Old Supplier/Manufacturer Price in ZAR  D  =(BxC)	Price as per new Supplier/Manufacturer Price List in foreign currency (Excl. Vat)  Price List Date: _____(E)	Exchange Rate on which quote is based   F	New Supplier/Manufacturer Price in ZAR  G  =(ExF)	
1					_____ 1 : Rand _____			_____ 1 : Rand _____		
					_____ 1 : Rand _____			_____ 1 : Rand _____		
					_____ 1 : Rand _____			_____ 1 : Rand _____		
					_____ 1 : Rand _____			_____ 1 : Rand _____		

OR

**2. Supplier Price List Variations for Suppliers Supplying Goods Imported by Another Party**

- 2.1 The Tenderers (now Supplier) that are not the director importer of the manufactured goods/components, and intend to purchase the goods from another supplier who in turn is importing the goods, may apply for Supplier / Manufacturer Pricelist / Quotation based CPA imported by a another Party.
- 2.2 In such cases the Tenderer is required to submit with his tender a copy of the original Supplier / Manufacturer Pricelist / Quotation upon which his tender prices are based. Such pricelist / Quotation is required to be on the Letterhead of the Supplier / Manufacture, is to be dated, referenced and signed, and is to provide clear reference to the tender number, exchange rate on which the quote is based and is required to clearly reference each item quoted to the respective Tender Item Number indicated in C.4 Price Schedule.
- 2.3 The tenderer shall further confirm the Manufacturer / supplier, Quotation date, exchange rate at date of quote and reference number and applicable tender Items by completing Table F.1(G).3 below.

**Table F.1 (G).3: Price Schedule information for Imported Goods or Components, imported by Another Party Manufacturers/Suppliers Price List(s)/Quotation**

C.4 Price Schedule Item No.	Original Tender Price  (A)	Previous and New Price List Information								New Contract Price (Excl. VAT)  I  =(A)+(H)
		Manufacturer/ Supplier	Material no.	Price Manufacturer/ Supplier Price List at the time tender in foreign currency (Excl. Vat)  Price List Date: _____  (B)	Exchange Rate on which quote is based – 7/14 days prior tender closes – BSC to decide -  (C)	Old Supplier/ Manufacturer Price in ZAR  D  =(BxC)	Price as per new Supplier/ Manufacturer Price List in foreign currency (Excl. Vat)  Price List Date: _____(E)	Exchange Rate on which quote is based  F	New Supplier/ Manufacturer Price in ZAR  G  =(ExF)	
					_____ 1 : Rand _____			_____ 1 : Rand _____		
					_____ 1 : Rand _____			_____ 1 : Rand _____		
					_____ 1 : Rand _____			_____ 1 : Rand _____		

- 2.4 During the contract period, the Tenderer (now Supplier) must submit the request for price adjustment based on increases in pricelists of manufacturers/suppliers prior to the effective date of the increase in the pricelist.
- 2.5 The effective date of any price adjustment granted will be the first day of the month following the month during which the fully substantiated application for contract price adjustment is submitted or, by agreement between the Tenderer/Supplier and the CCT, a subsequent date on which the price adjustment will become effective.
- 2.6 In instances where the Supplier's price adjustment claimed is less than entitled, the lesser price will be accepted.
- 2.7 Only the difference in source supplier / manufacturer pricelist (actual cost, not percentage) may be adjusted and under no circumstances may the Tenderer/Supplier increase their profit margin.
- 2.8 The Tenderer/Supplier shall, when submitting claims for contract price adjustment, submit all of the documentation indicated below a minimum of two weeks prior to the effective date of the contract price adjustment:
- 2.9 Copies of price lists upon which original tender prices were based (refer to Clause 1.2, Table F.1 (G).1 above) clearly indicating the item(s) according to C.4 Price Schedule.
- 2.10 The new price list (*from the same Supplier / Manufacturer as originally tendered*) on the relevant manufacturer/suppliers letterhead (with pamphlets, brochures and e-mail communication) clearly indicating the item(s) according to C.4 Price Schedule.
- 2.11 Submit detailed calculations indicating how the "new" price is calculated. The calculations must be submitted in Excel, together with a signed, "PDF" version of the Excel spreadsheet. The example above – Table F.1(G).3, is what is required.
- 2.12 A covering letter on the Supplier's letterhead requesting the CPA with the effective date of the claim.
- 2.13 The CCT will consider the request and either refer the request back for correction or additional information or approve the request.
- 2.14 The CCT will assess such pricelist based CPA claims and will only approve such claims that are confirmed to be reasonable and market related with reference to the source pricing information provided with the tender and with the CPA application.
- 2.15 Approval of the CPA request including confirmation of the effective date, will be communicated to the Supplier in writing. The effective date will be as per clause 2.5 above.
- 2.16 The successful Tenderer/Supplier shall immediately upon notification of the commencement date of contract submit written application for approval of any adjusted unit prices for the Goods that may have been notified by the Supplier / Manufacturer of the Goods, together with the required supporting documentation. This application will be assessed in accordance with the process laid out above in order to determine approved contract prices at the commencement of the contract.
- 2.17 Failure to submit such application within two working weeks of commencement of contract shall result in the tendered unit prices being applied for initial orders placed following commencement of the contract.
- 2.18 In the event of a Supplier changing their Supplier / Manufacturer during the tenure of the contract, no request for price variations will be considered unless the Supplier has obtained prior approval from the CCT for the change of Supplier / Manufacturer. Such approval shall include technical approval by the Engineer of the goods supplied by the replacement Supplier / Manufacturer. Technical approval by the Engineer shall be a prerequisite for any change of Supplier / Manufacturer.

**F.1. (H) GOODS AND/OR COMPONENTS IMPORTED FROM OUTSIDE OF SOUTH AFRICA - BASED ON FOREIGN INDICES**

1. Adjustment for variation in labour and material Costs based on Indices in the country of manufacture, similar to that of the STATS SA: Consumer Price Index (P0141–Table B2 – CPI headline year-on-year rates.
- 1.1 If the prices for imported Goods and/or components are not fixed, the Supplier shall in their Tender specify the formula for calculating Contract Price Adjustments normally used in the country of manufacture and the indices and relative proportions of labour and material on which his Tender rates are based. The imported goods and or components shall be adjusted annually in accordance with clause 1.2 below.
- 1.2 The FOB adjustment in this CPA must be read with the values stipulated in the F.1 (H1) (Column A) Schedule for Rate of Exchange.

2. Formula(e) for FOB price adjustment on goods and/or components ex-import:

Cost of goods and or components manufactured outside of South Africa and any foreign installation labour (FOB values in Table F.1 (H1) (Column A) titled “**Price Basis for Imported Resources**” will be fixed and firm except for variations in the foreign indices provided unless the following information is provided:

$$P = Po(0,1 + 0,9Nn/No)$$

Where

P = Adjusted Price

Po = Original Price

10% = Fixed

And:

No = Base Foreign Published Index (similar to SEIFSA CPI/PPI) in country of Origin

Nn = Current Foreign Published Index (similar to SEIFSA CPI/PPI) in country of Origin

3. The FOB values in F.1 (H1) (Column A) titled “**Price Basis for Imported Resources**” shall remain fixed and firm for the first 12 calendar months from date of Commencement Date of Contract and Suppliers are not permitted to requests CPA during this period.
- 4.
5. A minimum of 10% of the values in F.1 (H1) (Column A) titled “**Price Basis for Imported Resources**” shall be fixed and free of variation for the first cycle adjustment 1. Thereafter, a minimum of 10% of the approved adjusted rate for each of the subsequent years shall be fixed and free from variation as per the following sequence:

Adjustment 1 = 10% of tendered rates

Adjustment 2 = 10% of Adjusted 1 tendered rates

Adjustment 3 = 10% of Adjusted 2 tendered rates

Adjustment 4 = 10% of Adjusted 3 tendered rates

Adjustment 5 = 10% of Adjusted 4 tendered rates

Adjustment 6 = 10% of Adjusted 5 tendered rates

Adjustment 7 = 10% of Adjusted 6 tendered rates

Adjustment 8 = 10% of Adjusted 7 tendered rates

Adjustment 9 = 10% of Adjusted 8 tendered rates

6. A total of 90% of the values in F.1 (H1) (Column A) titled “**Price Basis for Imported Resources**” shall be adjusted annually in accordance with **clause 6** below for the first cycle adjustment 1. Thereafter, a total of 90% of the approved adjusted rate for the subsequent years shall be adjusted annually in accordance with **clause 6** below, as per the following sequence:

Adjustment 1 = 90% of tendered rates

Adjustment 2 = 90% of Adjusted 1 tendered rates

Adjustment 3 = 90% of Adjusted 2 tendered rates

Adjustment 4 = 90% of Adjusted 3 tendered rates

Adjustment 5 = 90% of Adjusted 4 tendered rates  
Adjustment 6 = 90% of Adjusted 5 tendered rates  
Adjustment 7 = 90% of Adjusted 6 tendered rates  
Adjustment 8 = 90% of Adjusted 7 tendered rates  
Adjustment 9 = 90% of Adjusted 8 tendered rates

7. The FOB values will thereafter be subject to adjustment annually based on the average percentage of 12 months as published in the Foreign Published Index as follows:

No adjustment applicable for 12 months from Date of contract commencement

#### 6.1 ADJUSTMENT 1

From the start of the 13<sup>th</sup> month to the end of the 24<sup>th</sup> month calculated as follows:

- a) The base month for the price adjustment being three (3) calendar months prior to Commencement Date of Contract; and
- b) The end month shall be three (3) calendar months prior to the 12<sup>th</sup> month

#### 6.2 ADJUSTMENT 2

From the start of the 25<sup>th</sup> month to end of the 36<sup>th</sup> month calculated as follows:

- a) The base month for the price adjustment shall be three (3) calendar months prior to the 13<sup>th</sup> month; and
- b) The end month shall be three (3) calendar months prior to 24<sup>th</sup> month.

#### 6.3 ADJUSTMENT 3

From the start of the 37<sup>th</sup> month to end of the 48<sup>th</sup> month calculated as follows:

- a) The base month for the price adjustment shall be three (3) calendar months prior to the 25<sup>th</sup> month; and
- b) The end month shall be three (3) calendar months prior to the 36<sup>th</sup> month.

#### 6.4 ADJUSTMENT 4

From the start of the 49<sup>th</sup> month to end of the 60<sup>th</sup> month calculated as follows:

- a) The base month for the price adjustment shall be three (3) calendar months prior to the 37<sup>th</sup> month; and
- b) The end month shall be three (3) calendar months prior to the 48<sup>th</sup> month.

#### 6.5 ADJUSTMENT

From the start of the 61<sup>st</sup> month to end of the 72<sup>nd</sup> month calculated as follows:

- a) The base month for the price adjustment shall be three (3) calendar months prior to the 49<sup>th</sup> month; and
- b) The end month shall be three (3) calendar months prior to the 60<sup>th</sup> month.

#### 6.6 ADJUSTMENT 6

From the start of the 73<sup>rd</sup> month to end of the 84<sup>th</sup> month calculated as follows:

- a) The base month for the price adjustment shall be three (3) calendar months prior to the 61<sup>st</sup> month; and
- b) The end month shall be three (3) calendar months prior to the 72<sup>nd</sup> month

#### 6.7 ADJUSTMENT 7

From the start of the 85<sup>th</sup> month to end of the 96<sup>th</sup> month calculated as follows:

- a) The base month for the price adjustment shall be three (3) calendar months prior to the 73<sup>rd</sup> month; and
- b) The end month shall be three (3) calendar months prior to the 84<sup>th</sup> month.

#### 6.8 ADJUSTMENT 8

From the start of the 97<sup>th</sup> month to end of the 108<sup>th</sup> month calculated as follows:

- a) The base month for the price adjustment shall be three (3) calendar months prior to the 85<sup>th</sup> month; and
- b) The end month shall be three (3) calendar months prior to the 96<sup>th</sup> month.

#### 6.9 ADJUSTMENT 9

From the start of the 109<sup>th</sup> month to end of the 120<sup>th</sup> month calculated as follows:

- a) The base month for the price adjustment shall be three (3) calendar months prior to the 97<sup>th</sup>

- month; and
- b) The end month shall be three (3) calendar months prior to the 108th month
8. The average percentage increase in the published index will be calculated using the base month to the end month (both included) divided by the number of months. (12 months totalled/12 to achieve the average for the Foreign Published Index)
9. Subject to prior approval by the CCT delegated authority, in the event of any extension of the contract period, the CPA applicable beyond month 120<sup>th</sup> of the contract will follow the same principle in determining the base month and end month as outlined above.

**TABLE F.1 (H).1: Price Basis for Imported Resources**

C.4 Price Schedule Detail		Rand Value Calculation for Foreign Content (FOB)		
C.4 Price Schedule Item No.	Description of Resources	Value in Foreign Currency denomination  (A)	Rate of Exchange as at Base Date*  (B)	Value in Rand for Foreign currency content (A) x (B)  (C)

\* Base Date: 7 (seven) calendar days before tender closing.

**Schedule F.2: Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums**

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

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

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

**Note: A copy of the Joint Venture Agreement shall be appended to *List of Other Documents Attached by Tenderer Schedule*.**

### Schedule F.3: Declaration for Procurement above R10 million

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

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

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

If YES, submit audited annual financial statements:

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

By attaching such audited financial statements to **List of Other Documents Attached by Tenderer Schedule**.

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

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

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

- 2.2 If YES, provide particulars:


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

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

If YES, insert particulars in the table below including particulars of any material non-compliance or dispute concerning the execution of such contract. Alternatively attach the particulars to **List of Other Documents Attached by Tenderer** schedule in the same format as the table below:

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

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

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

If YES, furnish particulars below


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

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

\_\_\_\_\_  
Date

## Schedule F.4: Preference Points Claim Form In Terms Of the Preferential Procurement Regulations 2022

### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

#### 1.2 To be completed by the organ of state

The applicable preference point system for category A, B & D of this tender is the 90/10 preference point system. The applicable preference point system for category C of this tender is the 80/20 preference point system.

- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
  - (b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS	POINTS
<b>PRICE</b>	80	90
<b>SPECIFIC GOALS</b>	20	10
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>	<b>100</b>

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

### 2. DEFINITIONS

The following definitions shall apply to this schedule:

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

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

**POINTS AWARDED FOR PRICE**

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

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

80/20 or 90/10

Or

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

**POINTS AWARDED FOR PRICE**

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

80/20 or 90/10

Or

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

**5. POINTS AWARDED FOR SPECIFIC GOALS**

5.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/documentation stated in the conditions of this tender:

5.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

The specific goals allocated points in terms of this tender	To be Completed by the Organ of State		To be Completed by the Tenderer	
	Number of points Allocated (90/10 system)	Number of points Allocated (80/20 system)	Number of points claimed (90/10 system)	Number of points claimed (80/20 system)
Gender	3	5		
Race	3	5		
Disability	1	3		
Promotion of Micro and Small Enterprises	3	7		

DECLARATION WITH REGARD TO COMPANY/FIRM

5.3 Name of company/firm.....

5.4 Company registration number: .....

5.5 TYPE OF COMPANY/ FIRM

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

[Tick applicable box]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 4.1 and 4.2, the Supplier may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or Supplier, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

<i>Signature of Tenderer</i>	<i>Date</i>	<i>Name and Surname</i>	<i>Address</i>

For official use.		
<b>SIGNATURE OF CCT OFFICIALS AT TENDER OPENING</b>		
1.	2.	3.

## Schedule F.5: Declaration of Interest – State Employees (MBD 4 amended)

1. No bid will be accepted from:
  - 1.1 persons in the service of the state<sup>1</sup>, or
  - 1.2 if the person is not a natural person, of which any director, manager or principal shareholder or stakeholder is in the service of the state, or
  - 1.3 from persons, or entities of which any director, manager or principal shareholder or stakeholder, has been in the service of the City of Cape Town (CCT) during the previous twelve (12) months, or
  - 1.4 from an entity who has employed a former CCT employee who was at a level of T14 or higher at the time of leaving the CCT's employ and involved in any of the CCT's bid committees for the bid submitted, if:
    - 1.4.1 the CCT employee left the CCT's employment voluntarily, during the previous twelve (12) months;
  - 1.5 a person who was a CCT employee, or an entity that employs a CCT employee, if
    - 1.5.1 the CCT employee left the CCT's employment whilst under investigation for alleged misconduct, or
    - 1.5.2 was facing disciplinary action or potential disciplinary action by the CCT, or
    - 1.5.3 was involved in a dispute against the CCT during the previous thirty six (36) months.
  
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the tenderer or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
  
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
  - 3.1 Full Name of tenderer or his or her representative: \_\_\_\_\_
  - 3.2 Identity Number: \_\_\_\_\_
  - 3.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): \_\_\_\_\_
  - 3.4 Company or Close Corporation Registration Number: \_\_\_\_\_
  - 3.5 Tax Reference Number: \_\_\_\_\_
  - 3.6 VAT Registration Number: \_\_\_\_\_
  - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
  - 3.8 Are you presently in the service of the state? **YES / NO**
    - 3.8.1 If yes, furnish particulars: \_\_\_\_\_
  - 3.9 Have you been in the service of the state for the past twelve months? **YES / NO**
    - 3.9.1 If yes, furnish particulars: \_\_\_\_\_
  - 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
    - 3.10.1 If yes, furnish particulars: \_\_\_\_\_
  - 3.11 Are you, aware of any relationship (family, friend, other) between any other tenderer and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
    - 3.11.1 If yes, furnish particulars: \_\_\_\_\_
  - 3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
    - 3.12.1 If yes, furnish particulars: \_\_\_\_\_

- 3.13 Are any spouse, child or parent of the company’s directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**  
 3.13.1 If yes, furnish particulars: \_\_\_\_\_
- 3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? **YES / NO**  
 3.14.1 If yes, furnish particulars: \_\_\_\_\_
- 3.15 Have you, or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company been in the service of the CCT in the past twelve months? **YES / NO**  
 3.15.1 If yes, furnish particulars: \_\_\_\_\_
- 3.16 Do you have any employees who was in the service of the CCT at a level of T14 or higher at the time they left the employ of the CCT, and who was involved in any of the CCT’s bid committees for this bid? **YES / NO**  
 3.16.1 If yes, furnish particulars: \_\_\_\_\_

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

Full Name	Identity Number	State Employee Number

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

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

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

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

- (a) a member of –
  - (i) any municipal council;
  - (ii) any provincial legislature; or
  - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) an executive member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

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

**Schedule F.6: Conflict of Interest Declaration**

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

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

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


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

2.1 Any inducement or reward to the CCT for or in connection with the award of this contract; or

2.2 Any reward, gift, favour or hospitality to any official or any other role player involved in the implementation of the supply chain management policy. **(Please mark with X)**

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

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


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

***The CCT's anti-corruption hotline at 0800 32 31 30 (toll free)***

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

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

\_\_\_\_\_  
 Date

## Schedule F.7: Declaration of Tenderer's Past Supply Chain Management Practices (MBD 8)

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

- 1 The tender offer of any tenderer may be rejected if that tenderer or any of its directors/members have:**
- a) abused the municipality's / municipal entity's supply chain management system or committed any fraudulent conduct in relation to such system;
  - b) been convicted for fraud or corruption during the past five years;
  - c) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or Database of Restricted Suppliers.
- 2 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
2.1	<p><b>Is the tenderer or any of its directors/members listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</b></p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.1.1	If so, furnish particulars:		
2.2	<p><b>Is the tenderer or any of its directors/members listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or Database of Restricted Suppliers?</b></p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.2.1	If so, furnish particulars:		
2.3	<p><b>Was the tenderer or any of its directors/members convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.3.1	If so, furnish particulars:		
Item	Question	Yes	No

2.4	Does the tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.4.1	If so, furnish particulars:		
2.5	Was any contract between the tenderer and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.5.1	If so, furnish particulars:		

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

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

\_\_\_\_\_  
Date

## Schedule F.8: Authorisation for the Deduction of Outstanding Amounts Owed to the CCT

To: THE CITY MANAGER, City of Cape Town

From: \_\_\_\_\_  
(Name of tenderer)

### RE: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CCT

The tenderer:

- a) hereby acknowledges that according to SCM Regulation 38(1)(d)(i) the City Manager may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the tenderer (or any of its directors/members/partners) to the CCT, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months; and
- b) therefore hereby agrees and authorises the CCT to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the tenderer; and
- c) confirms the information as set out in the tables below for the purpose of giving effect to b) above;

Physical Business address(es) of the tenderer	Municipal Account number(s)	Inside the CCT municipal boundary (Yes/No)

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

Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)	Inside the CCT municipal boundary (Yes/No)

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

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

\_\_\_\_\_  
Date

## Schedule F.9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender number **294G/2025/26** and tender description: **SUPPLY AND DELIVERY OF CARBON-BASED WATER TREATMENT CHEMICALS AND MEDIA AND INSTALLATION AND MAINTENANCE OF DOSING SYSTEMS FOR BULK WATER TREATMENT PLANTS**

] in response to the tender invitation made by THE CCT, do hereby make the following statements, which I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ (Name of tenderer) that:

1. I have read and I understand the contents of this Certificate;
2. I understand that this tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorised by the tenderer to sign this Certificate, and to submit this tender, on behalf of the tenderer;
4. Each person whose signature appears on this tender has been authorised by the tenderer to determine the terms of, and to sign, the tender on behalf of the tenderer;
5. For the purposes of this Certificate and this tender, I understand that the word 'competitor' shall include any individual or organisation other than the tenderer, whether or not affiliated with the tenderer, who:
  - (a) has been requested to submit a tender in response to this tender invitation;
  - (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.
6. The tenderer has arrived at this tender independently from and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>1</sup> will not be construed as collusive price quoting.
7. In particular, without limiting the generality of paragraphs 5 and 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation);
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit a tender;
  - (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
  - (f) tendering with the intention not to win the contract.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.
9. The terms of this tender have not been and will not be disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act, Act 89 of 1998, and/o/r may be reported to the National Prosecuting Authority (NPA) for criminal investigation, and/or may be restricted from conducting business with the public sector for a period not exceeding 10 (ten) years in terms of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, or any other applicable legislation.

\_\_\_\_\_  
Signature

Print name:

On behalf of the tenderer (duly authorised)

\_\_\_\_\_  
Date

**(<sup>1</sup> Consortium: Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the**



## Schedule F.11: List of Other Documents Attached By Tenderer

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

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

Attach additional pages if more space is required.

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

\_\_\_\_\_  
 Date

<b>Schedule F.12: Record of Addenda to Tender Documents</b>
---

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

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

Attach additional pages if more space is required.

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

\_\_\_\_\_  
 Date

## Schedule F.13A: Information To Be Provided with the Tender

Information Submission Checklist - The following information shall be provided with the Tender:

ITEM	Information to be included	Category A&B			Category C			Category D		
		YES	NO	N/A	YES	NO	N/A	YES	NO	N/A
1	Were agreements with Manufacturers/Suppliers/Providers for outsourced parts of the Contract included with tender submission (where applicable)?									
2	Was the schedules to determine track record & supply quantities completed with supporting evidence?									
3	Was the schedule to determine vehicle delivery capacities completed with supporting evidence?									
4	Was the agreement with a logistics company included (where applicable)?									
5	Was the schedule to determine technical lead capability completed?									
6	Was the Curriculum Vita of technical Lead attached?									
7	Were samples submitted to the Scientific Service Branch?									
8	Was a Certificate of Analysis included in the tender submission?									
9	Was a product information sheet / Safety data sheet included in the tender submission?									
10	Was information on supplier stock management included? Supplier Stock Management Plan – storage capacity, security of supply and raw materials; risks associated with supply and mitigation measures									
11	Was relevant information supplied to support the CPA mechanism chosen (where applicable)?									
12	Was the Safety Management Plan included – spillages, accidents, HIRAs, etc.									

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

\_\_\_\_\_  
 Date

**Schedule F.13 B1: Tendering Entity TRACK RECORD & SUPPLY CAPABILITY – Category A & B**

RELEVANT CHEMICAL SUPPLIED	CLIENT'S DETAILS <i>(company name)</i>	CLIENT CONTACT DETAILS <i>contact name &amp; phone number</i>	START DATE OF CONTRACT/SUPPLY	END DATE OF CONTRACT/SUPPLY	QUANTITY OF CHEMICAL SUPPLIED IN TONNES per ANNUM	VALUE OF CONTRACT

Evidence in the form of an agreement with a manufacturer or manufacturing plant design capacity, previous contracts, invoices, reference letter from clients etc. must be supplied and may be attached under F13 B1.

**SIGNED ON BEHALF OF TENDERER:** .....

**Schedule F.13 B2: Tendering Entity TRACK RECORD & SUPPLY TURNOVER – Category C**

RELEVANT CHEMICAL SUPPLIED	CLIENT'S DETAILS <i>(company name)</i>	CLIENT CONTACT DETAILS <i>contact name &amp; phone number</i>	START DATE OF CONTRACT/SUPPLY	END DATE OF CONTRACT/SUPPLY	QUANTITY OF CHEMICAL SUPPLIED IN TONNES per ANNUM	VALUE OF CONTRACT

\*Attach all supporting evidence

**SIGNED ON BEHALF OF TENDERER:** .....

**Schedule F.13 B3: Tendering Entity TRACK RECORD & SUPPLY TURNOVER – Category D**

RELEVANT CHEMICAL SUPPLIED	CLIENT'S DETAILS <i>(company name)</i>	CLIENT CONTACT DETAILS <i>contact name &amp; phone number</i>	START DATE OF CONTRACT/SUPPLY	END DATE OF CONTRACT/SUPPLY	QUANTITY OF CHEMICAL SUPPLIED IN TONNES per ANNUM	VALUE OF CONTRACT

\*Attach all supporting evidence

**SIGNED ON BEHALF OF TENDERER:** .....

**Schedule F.13 C1 Tendering Entity VEHICLES AS SPECIFIED– Category A & B**

VEHICLE TO BE UTILISED	VEHICLE REGISTRATION NUMBER	PAYLOAD CAPACITY OF VEHICLE	IS THE VEHICLE CONTRACTED OUT? (Yes or No)	IS THE VEHICLE OWNED BY THE TENDERER? (Yes or No)	IS THE VEHICLE UNDER A LEASE AGREEMENT? (Yes or No)	State if Supporting Evidence for duration of contract attached is provided? (Yes or No)

\*Attach all supporting evidence

**SIGNED ON BEHALF OF TENDERER:** .....

**Schedule F.13 C2 Tendering Entity VEHICLES AS SPECIFIED – Category C**

VEHICLE TO BE UTILISED	VEHICLE REGISTRATION NUMBER	PAYLOAD CAPACITY OF VEHICLE	IS THE VEHICLE CONTRACTED OUT? (Yes or No)	IS THE VEHICLE OWNED BY THE TENDERER? (Yes or No)	IS THE VEHICLE UNDER A LEASE AGREEMENT? (Yes or No)	State if Supporting Evidence for duration of contract attached is provided? (Yes or No)

\*Attach all supporting evidence

**SIGNED ON BEHALF OF TENDERER:** .....

**Schedule F.13 C3 Tendering Entity VEHICLES AS SPECIFIED– Category D**

VEHICLE TO BE UTILISED	VEHICLE REGISTRATION NUMBER	PAYLOAD CAPACITY OF VEHICLE	IS THE VEHICLE CONTRACTED OUT? (Yes or No)	IS THE VEHICLE OWNED BY THE TENDERER? (Yes or No)	IS THE VEHICLE UNDER A LEASE AGREEMENT? (Yes or No)	State if Supporting Evidence for duration of contract attached is provided? (Yes or No)

\*Attach all supporting evidence

**SIGNED ON BEHALF OF TENDERER:** .....

**Schedule F.13 D1: TECHNICAL LEAD – Category A & B**

TECHNICAL LEAD	QUALIFICATION(S)	RELEVANT EXPERIENCE	POSITIONS PREVIOUSLY HELD:
NAME: ..... Email: ..... Contact Number: .....	Relevant Qualification(s): ..... ..... .....	Total number of years of Experience related to maintenance of chemical dosing equipment and systems. .....	Positions: ..... ..... .....

Curriculum Vitae of technical lead to be submitted.

**SIGNED ON BEHALF OF TENDERER:** .....

**Schedule F.13 D2: TECHNICAL LEAD – Category C**

TECHNICAL LEAD	QUALIFICATION(S)	RELEVANT EXPERIENCE	POSITIONS PREVIOUSLY HELD:
NAME: ..... Email: ..... Contact Number: .....	Relevant Qualification(s): ..... ..... .....	Total number of years of Experience related to maintenance of chemical dosing equipment and systems. .....	Positions: ..... ..... .....

Curriculum Vitae of technical lead to be submitted.

**SIGNED ON BEHALF OF TENDERER:** .....

## Schedule F.14: Appeal Application

annexure 'B'

OFFICIAL RECEIPT  
(Valid only if printed  
by official cash  
receipting machine)

IRISITI ESESIKWENI  
(Isemthethweni kuphela  
xa ishicilelwe  
ngumatshini wokukhupa  
irisiti osesikweni.)

AMPTELIKE KWITANSIE  
(Geldig alleenlik indien deur  
amptelike kontantvangs  
masjien gedruk.)

GL DATA CAPTURE RECEIPT  
(CASHIERTO RETAIN A COPY)

RECEIPT NO: \_\_\_\_\_

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

SAP GL:

8	1	0	1	0	0
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PROFIT CENTRE:

1	3	0	5	0	0	0	0	1
---	---	---	---	---	---	---	---	---

NAME/COMPANY NAME:

AMOUNT:

						R	3	0	0	-	0	0
--	--	--	--	--	--	---	---	---	---	---	---	---

SERVICE DEPARTMENT DETAILS-

DEPARTMENT: LEGAL SERVICES: APPEALS UNIT

CONTACT PERSON: CHARLENE CEBEKHULU / MELANIE CLOETE

PHONE NO: 021 400 2503 / 021 400 3788

OFFICIAL RECEIPT  
(Valid only if printed  
by official cash  
receipting machine)

IRISITI ESESIKWENI  
(Isemthethweni kuphela  
xa ishicilelwe  
ngumatshini wokukhupa  
irisiti osesikweni.)

AMPTELIKE KWITANSIE  
(Geldig alleenlik indien deur  
amptelike kontantvangs  
masjien gedruk.)

GL DATA CAPTURE RECEIPT  
(CASHIERTO RETAIN A COPY)

RECEIPT NO: \_\_\_\_\_

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

SAP GL:

8	1	0	1	0	0
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PROFIT CENTRE:

1	3	0	5	0	0	0	0	1
---	---	---	---	---	---	---	---	---

NAME/COMPANY NAME:

AMOUNT:

						R	3	0	0	-	0	0
--	--	--	--	--	--	---	---	---	---	---	---	---

SERVICE DEPARTMENT DETAILS-

DEPARTMENT: LEGAL SERVICES: APPEALS UNIT

CONTACT PERSON: CHARLENE CEBEKHULU / MELANIE CLOETE

PHONE NO: 021 400 2503 / 021 400 3788

CIVIC CENTRE IZIKO LOLUNTU BURGERSENTRUM  
12 HERTZOG BOULEVARD CAPE TOWN 8001 P O BOX 298 CAPE TOWN 8000  
[www.capetown.gov.za](http://www.capetown.gov.za)

Making progress possible. Together.

<b>SCHEDULE F.15: CATEGORIES OF PREFERENCE</b>
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CITY OF CAPE TOWN

DIRECTORATE: Water and Sanitation

CONTRACT NO: 294G/2025/26

**SUPPLY AND DELIVERY OF CARBON-BASED WATER TREATMENT CHEMICALS AND MEDIA AND INSTALLATION AND MAINTENANCE OF DOSING SYSTEMS FOR BULK WATER TREATMENT PLANTS (WINNER-TAKES-ALL APPOINTMENT PER SERVICE CATEGORY)**

**Category A: CO<sub>2</sub>** – Bulk Silo/Microbulk – Bulk Water Area North

**Category B: CO<sub>2</sub>** – Bulk Silo/Microbulk – Bulk Water Area South

**Category C: CO<sub>2</sub> Cylinders** – Citywide

**Category D: PAC/GAC** - Citywide

**CATEGORIES OF PREFERENCE**

The tenderer is required to clearly indicate, by selecting ‘Yes’, the category/ies for which they intend to submit a bid. Failure to mark ‘Yes’ against any category will result in the tenderer being deemed non-responsive for those category/ies not selected.

The tenderer may select one, two, three or all categories. A tenderer will only be considered if he or she has marked “Yes” in the preference column for the respective categories.

Category	Scope	Preference Yes/No
<b>Category A</b>	CO <sub>2</sub> – Bulk Silo/Microbulk – Bulk Water Area North	
<b>Category B</b>	CO <sub>2</sub> – Bulk Silo/Microbulk – Bulk Water Area South	
<b>Category C</b>	CO <sub>2</sub> Cylinders - Citywide	
<b>Category D</b>	PAC/GAC - Citywide	

**SIGNED ON BEHALF OF TENDERER:** .....