

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

TENDER NO: 87C/2026/27

TENDER DESCRIPTION: MARINE AND COASTAL WATER QUALITY MONITORING FOR THE ENVIRONMENTAL MANAGEMENT DEPARTMENT OF THE CITY OF CAPE TOWN

CONTRACT PERIOD: 36 MONTHS FROM THE COMMENCEMENT DATE OF THE CONTRACT

CLOSING DATE

3 November 2026

CLOSING TIME

10:00 am

TENDER BOX NUMBER

209

TENDER FEE

R200

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.

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

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

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

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THE TENDER

T.1 GENERAL TENDER INFORMATION

TENDER ADVERTISED	:	2 October 2026
CLARIFICATION MEETING	:	Time: 10h00 on 16 October 2026 (Not compulsory, but strongly recommended)
VENUE FOR CLARIFICATION MEETING :		[Hybrid format] <u>In person:</u> 7th Floor Boardroom, 44 Wale Street, Cape Town <u>Online:</u> https://teams.microsoft.com/meet/357513635068831?p=4BaoUNjDvMStnGWp4L Meeting ID: 357 513 635 068 831 Passcode: tg247ck7
TENDER BOX & ADDRESS	:	Tender Box as per front cover at the Tender & Quotation Boxes Office , 2 nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town. : 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 “TENDER NO. 87C/2026/27: - TENDER DESCRIPTION: MARINE AND COASTAL WATER QUALITY MONITORING FOR THE ENVIRONMENTAL MANAGEMENT DEPARTMENT OF THE CITY OF CAPE TOWN” , 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.
CCT TENDER REPRESENTATIVE	:	Email: scm.tenders26@capetown.gov.za

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

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/her 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

This tender is intended for Water quality monitoring and environmental professional services required by the Environmental Management Department but may also be used for work on other projects in the Spatial Planning and Environment Directorate and the Bulk Services and Technical Services Departments of the Water and Sanitation Directorate and the Directorate of Future Planning and Resilience.

The CCT intends to appoint two tenderers, the highest ranked tenderer, the "winner", and in addition an "alternative bidder" for the allocation of work. If insufficient responsive bids are received, the CCT reserves the right to appoint fewer tenderers, or not to appoint any tenderer at all.

Winner means the bidder appointed by the Purchaser under the Contract to be available to execute Works Projects as and when they arise.

Alternative bidder means a supplier identified at the time of the award that will be considered for award should the appointed supplier (the "winner") refuse the allocation of work offered in terms of the appointment.

The "winner" will be invited to execute the Works by means of Works Project Briefs on a "winner-takes-all" basis, whereby the work will always be offered and, if accepted, allocated to "the winner" and only if he declines/refuses or if his offer is unacceptable for any reason or if the purchaser considers that he is not performing on existing Works Projects, will the work be offered to the "alternative bidder".

The contract period shall be for a period of **36 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

The Purchaser reserves the right to appoint a "Standby Bidder", if required.

Standby Contractor/Supplier(s) means a responsive bidder, at the time of awarding a bid, that will be considered for award should the contract be terminated for any reason whatsoever.

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: 20th 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

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: 20th 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

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, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5). Registration forms and related information are also available on the CCT's website www.capetown.gov.za (follow the Supply Chain Management link to Supplier registration).

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

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

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

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

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

2.2 Tenderer's obligations

2.2.1 Eligibility Criteria

2.2.1.1 Tenderers are obligated to submit a tender offer that complies in all aspects to the conditions as detailed in this tender document 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

A non-compulsory but highly recommended clarification meeting will be held. Refer to the Tender Notice for details.

2.2.1.1.4 Minimum score for functionality

The description of the functionality criteria and the maximum possible score for each is shown in the tables below. Functionality points will be awarded as per the Criteria tables. The score achieved for functionality will be the sum of the scores achieved in the evaluation process for the following criteria:

- (a) The **Tenderer's Work experience**, based on the **number of Relevant Projects** (refer part **A** below for details); and
- (b) The **Key Personnel experience** which will be based on **qualification and relevant project experience** (refer part **B** below for details).

For the purposes of evaluation, **Relevant Projects** are defined in part "**C. Relevant Projects**", below.

A. Tenderer's Work Experience

- Tenderer's must demonstrate that they have successfully completed specific Relevant Projects in the last 10 years.
 - **Only completed projects up to 10 years prior to tender closing date will be considered.**
 - **Projects which are incomplete at time of tender closing may be submitted provided that they have been running for more than 6 months.**
- Only specific projects where the Tenderer has acted as the **Principal Consultant** or **Project Lead** on projects involving marine and coastal water quality monitoring or environmental projects matching the Relevant Projects (Type 1 or Type 2 listed in part "**C. Relevant Projects**" below), will be considered in terms of scoring functionality.
- **The Tenderer's Work Experience must be recorded accurately in the applicable tables in Schedule F.13A of Annexure F (Tender Returnable Documents).** Contactable references must be provided for each Relevant Project listed.
- Where the entity tendering is a Joint Venture:
 - the tender must be accompanied by a statement describing exactly what aspects of the work will be undertaken by each party to the joint venture (appended to **Schedule F.2** titled **Certificate of Authority for Partnerships / Joint Ventures / Consortiums**).
 - a score for the Tenderer's Work Experience will be awarded according to the combined experiences of the parties in the joint venture and must be recorded in the same **Schedule F.13A**.
- As substantiation of the Relevant Projects submitted, the tenderer is required to provide "**Relevant information**" as listed in part "**D. Relevant Information**" below.
- Functionality points will be awarded as per the Criteria tables

B. Key Personnel Experience

- The **Key Personnel** shall be a Natural Scientist in a field of practice relevant to marine, coastal, estuarine or environmental sciences, who has a minimum NQF Level 8 qualification (a recognized 4-year relevant Bachelor of Science degree, Bachelor of Science (Hons) or postgraduate Diploma or equivalent qualification).
- The **Validity of the Key Personnel** must be confirmed by the provision of the following documentation attached to **Schedule F.13B of Annexure F (Tender Returnable Documents)**:
 - a minimum NQF Level 8 Qualification certificate;
 - an up to date CV.
- For the **Work experience of the Key Personnel**, tenderers must demonstrate the number of Relevant Projects of varying durations executed by the Key personnel member during the last **10 years** to score points on the criteria.
- Only specific Type 1 projects (as defined in part **C** below) matching the Relevant Project criteria and the durations of the projects applicable to the Key Personnel will be considered in terms of scoring functionality. Contactable references must be provided for each Relevant Project listed.
- For the **Key Personnel**, Relevant Projects must be carefully considered and recorded accurately in the applicable tables in **Schedule F.13B of Annexure F (Tender Returnable Schedules)**.
 - **Tenderers are required to state (in Schedule F.13B), the number of months that the Key personnel member has been personally involved in the project that is being submitted for scoring. Failure to state this information may result in that project not being considered for scoring.**
- As substantiation of the Relevant Projects submitted, the tenderer is required to provide **“Relevant information”** as listed in part **“D. Relevant Information”** below.
- Functionality points will be awarded as per the Criteria table.

C. Relevant Projects

For Tendering Entity	• Must have acted as Principle Consultant or Project Lead in Type 1 or Type 2 projects • Projects must be minimum six (6) months duration
For Key Personnel	• Only Type 1 projects will be considered for scoring • Duration of personal involvement must be greater than three (3) months

Project Type	Description
Type 1 Projects	• Marine and/or estuarine impact assessments, including baseline studies, specialist investigations, field surveys, data analysis and technical reporting; • Marine and/or estuarine water quality monitoring programmes, including field sampling, laboratory testing, data analysis, interpretation and reporting; • Marine and/or estuarine environmental compliance monitoring programmes, including environmental authorisation compliance monitoring and receiving environment assessments; • Marine and/or estuarine ecological surveys, monitoring programmes and assessments, including contaminant monitoring, bioaccumulation studies, biomonitoring and ecological health assessments; • Baseline environmental studies (including desktop studies) and investigations undertaken to characterise marine, coastal or estuarine environments and inform future monitoring or management interventions.
Type 2 Projects	• Freshwater quality monitoring programmes and impact assessments, including field sampling, laboratory testing, data analysis, interpretation and reporting; • Environmental Impact Assessments (EIAs), which included field work data analysis, and technical/specialist reporting;

D. Relevant Information

"Relevant information" is considered to be:

- (i) reports signed by the client (signature page only) or correspondence confirming receipt / acceptance of a report; or
- (ii) signed reference letters and / or formal email correspondence from the respective clients, or the client's representative, confirming completion (or project progress, if incomplete) of the said project or the individual's involvement (in the case of Key Personnel).

Other documentation could include:

- report cover, authorship page or acknowledgement page showing the individual's participation;
- Completion letter;
- Environmental authorisation;
- Signed meeting minutes with client.

- (iii) In the event that a signed reference letter or formal email correspondence cannot be obtained from the client, the project may be submitted but a sworn affidavit, signed by the tenderer's appointed representative, stating the reason(s) why the relevant substantiation cannot be obtained, must be provided. The City, however, reserves its right not to accept the particular submission should the reason(s) provided not be considered justifiable,

Summary of Functionality Criteria and Maximum possible scores

Criterion	Description of Functionality criteria	Maximum possible score
1	Tenderer's Work Experience	40
2	Natural Scientist	60
	Maximum possible score for Functionality	100
	Minimum score for Functionality	60

Criterion 1: Tenderer's Work Experience		
Evaluation Criteria for Relevant Work Experience of the Tenderer		Points (Note 1)
- Number of <u>Relevant Projects successfully completed</u> by the tenderer within the past ten (10) years - Contract durations must exceed six (6) months		
	None or less than four (4) successfully completed Relevant Projects within the past ten (10) years (Projects completed more than 10 years ago are not admissible)	0
OR	To have successfully completed at least four (4) to six (6) Relevant projects; A maximum of two (2) projects from Type 2	15
OR	To have successfully completed at least seven (7) to nine (9) Relevant projects; A maximum of three (3) projects from Type 2	25
OR	To have successfully completed ten (10) or more Relevant projects; A maximum of four (4) projects from Type 2	40
Note 1: Points in the above categories are NOT accumulative.		Subtotal
		40

Criterion 2: Natural Scientist	
Evaluation Criteria for Relevant Experience (Number of Relevant Projects from Type 1 only)	Max Points
- Does not have minimum NQF 8 qualification; OR - Is NOT a Natural Scientist in a field of practice relevant to this contract; OR - No information or irrelevant information provided to substantiate relevant experience.	0

Measurement of Relevant Projects (Type 1) executed / completed: (Note 2: Points for these categories are accumulative)			Max Points (Note 2)
Project duration	From 3 to 6 months	5 points per project (Maximum 2 projects)	10
	From 6 to 12 months	10 points per project (Maximum 2 projects) At least ONE project as Project Lead	20
	More than 12 months	15 points per project Maximum 2 projects At least ONE project as Project Lead	30
Subtotal			60

The minimum score for functionality is **60 out of a maximum of 100**. **Tenderers that fail to achieve the minimum score for functionality will be declared as non-responsive.**

Tenderers shall ensure that all information has been submitted with the tender offer in the prescribed format in Schedules F.13A and F.13B as well as providing all supporting Relevant Information to ensure optimal scoring of functionality points for each Evaluation Criteria. Failure to provide the required information and Relevant Information IN THE TENDER SUBMISSION could result in the tenderer not being able to achieve the specified minimum scoring.

2.2.1.1.7 Provision of samples

No samples are required

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 C.2.1**) 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 F.11** 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 HDI and/or Specific Goals, it is the responsibility of the tenderer to submit documentary proof (Company registration certification, Central Supplier Database report, BBBEE certificate, Proof of Disability, Financial Statements, commissioned sworn affidavits, etc.) in support of tenderer claims for such preference for that specific goal.

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

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, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5), or included with this tender. The tenderer must 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.

2.2.22 Collection and issuing of tender documents

The CCT will only issue tender documents through its Tender Distribution Office and/or the official CCT tender portal. Bidders who obtain documents through any means other than described herein, will not be known to the CCT and may thus not receive tender notices and addendums. Tenderers are not allowed to distribute tender documents to other potential bidders.

It is the responsibility of bidders who obtain documents through any means other than described herein, to notify the CCT tender representative thereof that they are participating in the tender. The CCT accepts no liability for any tender notices or addendums not reaching any bidders who obtained documents through any means other than described herein

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

Not applicable to this tender

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

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

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

2.3.8 Arithmetical errors, omissions and discrepancies

2.3.8.1 Check the responsive tenders for:

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

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

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

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

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

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

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

2.3.9 Clarification of a tender offer

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

2.3.10 Evaluation of tender offers

2.3.10.1 General

2.3.10.1.1 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 **Section C.4: Price Schedule**:

- Based on the sum of the prices/rates in relation to a typical project or projects.

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:

The 80/20 preference point system will apply to this tender.

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

Price shall be scored as follows:

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

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

Preference points shall be 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	Promotion of Micro and Small Enterprises <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> <i>SME partnership, sub-contracting, joint venture or consortiums</i>	8
2	Enterprise Supplier Development and Socio Economic Development <i>> 15% of total expenditure = 6 points</i> <i>> 12% up to 15% of total expenditure = 5 points</i> <i>> 9% up to 12% of total expenditure = 4 points</i> <i>> 6% up to 9% of total expenditure = 3 points</i> <i>> 3% up to 6% of total expenditure = 2 points</i> <i>>= 1% up to 3% total expenditure = 1 points</i> <i>< 1% of total expenditure = 0 points</i>	6
3	Skills Development OR Employee Share Scheme Skills Development <i>> 5% of total expenditure = 6 points</i> <i>> 4% up to 5% of total expenditure = 5 points</i> <i>> 3% up to 4% of total expenditure = 4 points</i> <i>> 2% up to 3% of total expenditure = 3 points</i> <i>> 1% up to 2% of total expenditure = 2 points</i> <i>>= 0.5% up to 1% of total expenditure = 1 points</i> <i>< 0.5% of total expenditure = 0 points</i>	6

	OR Employee Share Scheme > 15% employee ownership = 6 points > 12% up to 15% employee ownership = 5 points > 9% up to 12% employee ownership = 4 points > 6% up to 9% employee ownership = 3 points > 3% up to 6% employee ownership = 2 points >= 1% to 3% employee ownership = 1 points < 1% employee ownership = 0 points	
	Total points	20

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 StandbyBidder 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.

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
SUPPLY CHAIN MANAGEMENT			
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TENDER NO: 87C/2026/27

TENDER DESCRIPTION: MARINE AND COASTAL WATER QUALITY MONITORING FOR THE ENVIRONMENTAL MANAGEMENT DEPARTMENT OF THE CITY OF CAPE TOWN

CONTRACT PERIOD: 36 MONTHS FROM THE COMMENCEMENT DATE OF THE CONTRACT

THE CONTRACT

THE CITY OF CAPE TOWN	
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	
AUTHORISED REPRESENTATIVE	

AND

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

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

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

C.1 DETAILS OF TENDERER/SUPPLIER

1.1 Type of Entity (Please tick one box)

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

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

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

C.2 FORM OF OFFER AND ACCEPTANCE

TENDER NO: 87C/2026/27: MARINE AND COASTAL WATER QUALITY MONITORING FOR THE ENVIRONMENTAL MANAGEMENT DEPARTMENT OF THE CITY OF CAPE TOWN

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 NO: 87C/2026/27: MARINE AND COASTAL WATER QUALITY MONITORING FOR THE ENVIRONMENTAL MANAGEMENT DEPARTMENT OF THE CITY OF CAPE TOWN

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 contract commencement, 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.

Unless indicated otherwise in the Deviation Schedule, 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 NO: 87C/2026/27: MARINE AND COASTAL WATER QUALITY MONITORING FOR THE ENVIRONMENTAL MANAGEMENT DEPARTMENT OF THE CITY OF CAPE TOWN

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.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

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3 Subject

Details

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4 Subject

Details

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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 NO: 87C/2026/27: MARINE AND COASTAL WATER QUALITY MONITORING FOR THE ENVIRONMENTAL MANAGEMENT DEPARTMENT OF THE CITY OF CAPE TOWN

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

Witness

Mandatory

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

Witness

for and on behalf of CCT

C.4 PRICE SCHEDULE

INITIALS OF CCT OFFICIALS		
1	2	3

Pricing Instructions:

- 4.1. State the rates and prices in Rand unless instructed otherwise in the Conditions of Tender.
- 4.2. 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.
- 4.3. 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. The rates and prices shall include for all payments to administrative, clerical and secretarial staff used to support professional and technical staff. This also includes the administrative costs of sub-consultancy or service provider agreements.
- 4.4. All prices shall be tendered in accordance with the units specified in this schedule.
- 4.5. 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 various sections 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 or low rates; and the CCT may also perform a risk analysis with regard to the reasonableness of such rates.**
- 4.6. Rates and prices will be subject to Contract Price Adjustment as provided for in clause 17 of the General Conditions of Contract and as amplified in clause 17.4 of the Special Conditions of Contract and will be adjusted on each anniversary of the commencement date:
 - (a) For Time-based fees, refer to clause 17.4.1;
 - (b) For Disbursements (except for travelling items), refer to clause 17.4.2;
 - (c) For Laboratory analyses, refer to clause 17.4.3;
 - (d) For Travelling rates, refer to clause 17.4.4.
- 4.7. For the purposes of pricing the Price Schedules, tenderers must provide rates based on the use of appropriately accredited laboratories for the specific analytes and relevant environmental matrices (including seawater, estuarine water, freshwater, sediment and/or biota, as applicable). Rates shall be provided in accordance to the environmental media where costs or methods differ.
- 4.8. Due to the nature of water quality sampling, monitoring and testing, rates provided shall be applicable 24/7 and shall be applicable for work done outside normal working hours, on weekends and public holidays.
- 4.9. The tenderer may not group a number of Price Schedule items together and tender one lump sum for such group of items.
- 4.10. Where a local office / depot is required to be established by the Supplier (in terms of clause 5.1.3 of Section C.5: Specifications), these establishment and operational costs must be included in the tendered time-based rates. These tendered rates shall also include any travel, accommodation, subsistence allowances, etc. paid by the Supplier to his employees or sub-consultants for the duration of the local office establishment in fulfilment of the Contract.

- 4.11. There are no quantities applicable to the tender during the tender submission stage. The rates provided per unit of measurement in the Price Schedule shall be used in representative Works Projects for tender evaluation purposes in accordance with clause 2.3.10.3.1 in Section T.2: Conditions of Tender.
- 4.12. Tenderers are to note that only those recoverable expenses listed in the Price Schedules will be reimbursed to the Supplier. No reimbursement of costs for subsistence, typing, printing/copying (other than reports and/or tender documents), communications or computer hardware and/or software will be made and these costs will be deemed to be included in the tendered rates and sums. Payment will only be made for copies of reports, documents and drawings when specified or requested by the Purchaser, and all drafts shall be for the Supplier's account.
- 4.13. Travel time and all associated travel costs will ONLY be reimbursed from the local office/depot, as required in fulfillment of a works project. Travel time and all associated travel costs from outside the local office area to the local office/depot (eg. air travel) will not be reimbursable. Acceptable travel log sheets for project-related tasks must be submitted to substantiate all travel claims.
- 4.14. Sampling, travel and laboratory analyses will be reimbursed as follows:
- (a) Collection by the Supplier of samples from sampling sites to the local office will be reimbursed as per tendered rates for the resource(s) involved and for travel costs;
 - (b) Laboratory rates are to include for all laboratory analyses costs, logistics (eg. containers, chain of custody, etc) and for delivery of samples from local office/depot to the applicable laboratory. The rates must include mark-up, profit and overheads. No separate reimbursement for travel costs will be made from the local office/depot to laboratories. Refer also to clause 5.3 of Section C.5 (Specifications) for details.
- 4.15. Provisional Sum items (per sample for each analytical suite) have been provided for the analysis of Contaminants of Emerging Concern (CECs) and for sample processing equipment, facilities and courier costs. Percentage mark-up on these Provisional Sum items are provided to cover Supplier's mark-up for sampling consumables, sample processing consumables and sample storage as well as to cover Supplier's mark-up, profit and handling costs on these Laboratory analyses. (Price Schedules No. 4D and 4E).
- 4.16. Where fractions of a cent occur in calculations of prices and amounts, they shall be rounded up/down to the nearest whole cent.
- 4.17. Timesheets, drawn from the Suppliers' system, are to be submitted with each invoice to confirm the actual hours worked for each task. The Supplier's Project Manager must certify that all time and expenses invoices (including those of sub-consultants) are true and correct.
- 4.18. The Supplier will NOT be reimbursed for the cost of preparing a Works Project Proposal.

NOTES TO PRICE SCHEDULES

The following Notes (E1 to E8) are applicable to:

- **Price Schedule No. 4A: ENVIRONMENTAL RESOURCES**

- Verifiable experience referred to below is interpreted as experience in that particular field of practice.
- Post graduate years of experience is defined as working experience gained from the time of obtaining the minimum required initial qualification in the relevant scientific or other applicable field.

- Note E1 **Junior Marine Scientist:** The required personnel must have a recognised 3-year qualification; 3-year Diploma; 3-year Bachelor of Science Degree; Advanced Diploma or equivalent qualification at NQF Level 7. The required personnel must have **up to three (3) years'** of appropriate work experience in the field of practice.
- Note E2 **Marine Scientist:** The required personnel must have a recognized 4-year relevant Bachelor of Science degree, Bachelor of Science (Hons) or postgraduate Diploma or equivalent qualification at NQF Level 8. The required personnel must be a registered professional with the South African Council for Natural & Scientific Professions (SACNASP) **with at least seven (7) years** of verifiable experience in the field of practice.
- Note E3 **Specialist Marine Scientist:** The required personnel must have a relevant Bachelor of Science Honours degree (NQF Level 8) with a further doctoral qualification at NQF Level 10. The required personnel must be a registered professional with the South African Council for Natural & Scientific Professions (SACNASP) **with at least ten (10) years** of verifiable and appropriate work experience in the field of practice.
- Note E4 **Environmental Scientist :** The required personnel must have a relevant 4-years Bachelor of Science degree, Bachelor of Science (Hons) or postgraduate diploma or equivalent qualification at NQF Level 8. The required personnel must be a registered professional with the South African Council for Natural & Scientific Professions (SACNASP) and have a **minimum of seven (7) years'** verifiable and appropriate work experience in the field of practice in projects as stated in the Scope of Work.
- Note E5 **Natural Scientist (eg. any natural scientific field related to aquatic science in coastal, estuarine or inland waters):**
- Junior Natural Scientist:** The required personnel must have a recognised 3-year qualification; 3-year Diploma; 3-year Bachelor of Science Degree; Advanced Diploma or equivalent qualification at NQF Level 7. The required personnel must have **up to three (3) years'** of appropriate work experience in the field of practice.
- Natural Scientist:** The required personnel must have a recognised 4-year Bachelor of Science Degree; Bachelor of Science (Hons) or postgraduate Diploma; or equivalent qualification at NQF Level 8. The required personnel must be a registered Professional Natural Scientist with the South African Council for Natural & Scientific Professions (SACNASP) **with at least seven (7) years'** of appropriate work experience in the field of practice.
- Specialist Natural Scientist:** The required personnel must have a relevant Bachelor of Science Honours degree (NQF Level 8) with a further doctoral qualification at NQF Level 10. The required personnel must be a registered Professional Natural Scientist with the South African Council for Natural & Scientific Professions (SACNASP) **with at least ten (10) years'** of appropriate work experience in the field of practice.

Note E6 **Environmental Assessment Practitioner:** The required personnel must have a recognised 4-year Bachelor of Science Degree; Bachelor of Science (Hons) or postgraduate Diploma; or equivalent qualification at NQF Level 8. The required personnel must be registered with the Environmental Assessment Practitioner's Association of South Africa (EAPASA). The EAP must have **at least eight (8) years'** verifiable experience in the planning, management, coordination of environmental impact assessments and associated environmental management programmes (EMPrs) in the coastal environment. The EAP must have acted in a lead role in at least two (2) Full Scoping/Environmental Impact Assessment (EIA) reports and at least two (2) Basic Assessments of a project or type relevant to the Typical Works Projects list. The EAP will be responsible for the undertaking of all environmental works related to all types of work similar to those listed in the Typical Works Projects list.

Environmental Assessment Practitioner - Junior: The required personnel must have a recognised 3-year qualification; 3-year Diploma; 3-year Bachelor of Science Degree; Advanced Diploma or equivalent qualification at NQF Level 7. The required personnel must be eligible to register with the Environmental Assessment Practitioner's Association of South Africa (EAPASA). The EAP's Assistant must have at least **three (3) years'** relevant experience assisting on EIA and Basic Assessment application processes relevant to the Typical Works Projects list.

Note E7 **Environmental Technician:** The required personnel must have as a minimum a recognised 3-year Diploma (NQF Level 6) in Environmental Science, Marine Science, Geographic Information System (GIS), or a closely related natural science field.

Note E8 **Sampler:** The required personnel must have matriculation certificate (NQF Level 4) with Biology, Mathematics and Physical Science subjects or at least 12-months relevant sampling experience. The resource must have a Code B drivers licence

The following Notes (E9 to E17 and E18 to E21) are applicable to:

- **Price Schedule No. 4B: SAMPLING EQUIPMENT & LABORATORY ANALYSES**
- **Price Schedule No. 4C: OUTFALL WATER QUALITY MONITORING (Monthly, Quarterly & Annually): LABORATORY ANALYSES**

Note E9 Where SANAS-accredited methods are not available for specific analytes, analyses may be priced using internationally accredited or recognised laboratories, with all associated costs included (e.g. sample preparation and transport).

Note E10 Enterococci (seawater and saline waters, including estuaries): SANS/ISO 7899-2 - Water Quality - Detection and Enumeration of Intestinal Enterococci - **Membrane Filtration Method**, performed by a SANAS-accredited laboratory with explicit accreditation for seawater and estuarine, brackish, or saline-influenced waters; or an equivalent internationally recognised membrane filtration method validated for seawater and brackish or saline matrices (e.g. Standard Methods SM 9230 C or EPA Method 1600).

Note: For each water matrix (seawater/brackish waters and freshwater), all microbiological analyses shall be undertaken by a single SANAS-accredited laboratory to ensure methodological consistency and data comparability, unless prior written approval is granted by the City.

Note E11 Enterococci (potable, industrial, sewerage & environmental water): SANS/ISO 7899-2 – Water Quality – Detection and Enumeration of Intestinal Enterococci – **Membrane Filtration Method**, performed by a SANAS-accredited laboratory with explicit accreditation for freshwater (non-saline matrices); or an equivalent internationally recognised membrane filtration method validated for freshwater (e.g. Standard Methods SM 9230 C).

Note: For each water matrix (seawater/brackish waters and freshwater), all microbiological analyses shall be undertaken by a single SANAS-accredited laboratory to ensure methodological consistency and data comparability, unless prior written approval is granted by the City.

Note E12 E. coli (seawater and saline waters, including estuaries)
SANS/ISO 9308-1 – Water Quality – Enumeration of Escherichia coli and coliform bacteria – **Membrane Filtration (chromogenic agar) Method**, performed by a SANAS-accredited laboratory with explicit accreditation for saline matrices; or an equivalent internationally recognised membrane filtration method (e.g. Standard Methods SM 9222 D).

Note: For each water matrix (seawater/brackish waters and freshwater), all microbiological analyses shall be undertaken by a single SANAS-accredited laboratory to ensure methodological consistency and data comparability, unless prior written approval is granted by the City

Note E13 E. coli (potable, industrial, sewerage & environmental water):
SANS/ISO 9308-1 – Water Quality – Enumeration of Escherichia coli and coliform bacteria – **Membrane Filtration (chromogenic agar) Method**, performed by a SANAS-accredited laboratory with explicit accreditation for freshwater (non-saline matrices); or an equivalent internationally recognised membrane filtration method (e.g. Standard Methods SM 9222 D).

Note: For each water matrix (seawater/brackish waters and freshwater), all microbiological analyses shall be undertaken by a single SANAS-accredited laboratory to ensure methodological consistency and data comparability, unless prior written approval is granted by the City.

Note E14 Seawater metals suite: Includes, but is not limited to, arsenic (As), cadmium (Cd), chromium (Cr), copper (Cu), lead (Pb), mercury (Hg), nickel (Ni) and zinc (Zn), analysed using accredited methods appropriate for seawater.

Note E15 Seawater nutrient suite: Includes, but is not limited to, ammoniacal nitrogen (as N), free ammonia (as N), nitrate (as NO₃), nitrite (as NO₂), total oxidised nitrogen (as N), orthophosphate (as P) and silica, analysed using methods appropriate for seawater.

Note E16 Sediment metals suite: Includes, but is not limited to, aluminium (Al), arsenic (As), cadmium (Cd), chromium (Cr), copper (Cu), lead (Pb), mercury (Hg), nickel (Ni), vanadium (V) and zinc (Zn), analysed using accredited methods appropriate for sediment.

Note E17 Biological tissue metals suite (mussels, fish, rock lobster): Includes, but is not limited to, aluminium (Al), arsenic (As), cadmium (Cd), chromium (Cr), copper (Cu), lead (Pb), mercury (Hg), nickel (Ni) and zinc (Zn), analysed using accredited methods appropriate for biological tissue.

The following Notes (E18 to E33) are applicable to:

- **Price Schedule No. 4D: OUTFALL CEC MONITORING (once per 3 years): CECs IN FISH, ROCK LOBSTER & MUSSELS: LABORATORY ANALYSES**
- **Price Schedule No. 4E: COASTAL CEC MONITORING: (once per 3 years): LABORATORY ANALYSES**

Note E18 **Sediment metals suite:** Includes, but is not limited to, aluminium (Al), arsenic (As), barium (Ba), cadmium (Cd), cobalt (Co), chromium (Cr), copper (Cu), lead (Pb), manganese (Mn), mercury (Hg), nickel (Ni), vanadium (V) and zinc (Zn), analysed using accredited methods appropriate for sediment.

Note E19 **Biological tissue metals suite:** Includes, but is not limited to, aluminium (Al), arsenic (As), barium (Ba), cadmium (Cd), chromium (Cr), copper (Cu), lead (Pb), mercury (Hg), nickel (Ni) and zinc (Zn), analysed using accredited methods appropriate for biological tissue.

Note E20 **Polycyclic aromatic hydrocarbons (PAHs) suite:** Includes, but is not limited to, naphthalene, 2-methylnaphthalene, acenaphthylene, acenaphthene, fluorene, phenanthrene, anthracene, fluoranthene, pyrene, benzo[a]anthracene, chrysene, benzo[b]fluoranthene, benzo[k]fluoranthene, benzo[e]pyrene, benzo[a]pyrene, perylene, benzo[g,h,i]perylene, dibenz[a,h]anthracene, indeno[1,2,3-cd]pyrene and coronene, analysed using accredited methods appropriate for the sample matrix.

- Note E21 **Per- and polyfluoroalkyl substances (PFAS) suite:** Includes, but is not limited to, perfluorooctanesulfonic acid (PFOS) and perfluorooctanoic acid (PFOA), analysed using accredited methods appropriate for the sample matrix.
- Note E22 **Pharmaceutical compounds suite:** Includes, but is not limited to, acetaminophen, carbamazepine, diclofenac, sertraline, sulfamethoxazole and triclosan, analysed using accredited methods appropriate for the sample matrix.
- Note E23 **Polybrominated diphenyl ethers (PBDEs) suite:** Includes, but is not limited to, PBDE-17, PBDE-28, PBDE-47, PBDE-66, PBDE-85, PBDE-99, PBDE-100, PBDE-153, PBDE-154, PBDE-183, PBDE-206 and PBDE-209, analysed using accredited methods appropriate for the sample matrix.
- Note E24 **Organochlorine pesticides suite:** Includes, but is not limited to, aldrin, α -hexachlorocyclohexane, β -hexachlorocyclohexane, δ -hexachlorocyclohexane, γ -hexachlorocyclohexane, DDD, DDE, DDT, dieldrin, endosulfan compounds, endrin compounds, heptachlor, heptachlor epoxide, methoxychlor, chlordane compounds, oxychlordane and hexachlorobenzene, analysed using accredited methods appropriate for the sample matrix.
- Note E25 **Pyrethroid pesticides suite:** Includes, but is not limited to, bifenthrin, bioresmethrin, cyfluthrin, cyhalothrin, cypermethrin, deltamethrin, fenvalerate, permethrin and phenothrin, analysed using accredited methods appropriate for the sample matrix.
- Note E26 **Triazine pesticides suite:** Includes, but is not limited to, atrazine, ametryn, hexazinone, simazine, metribuzin, prometryn and terbuthryn, analysed using accredited methods appropriate for the sample matrix.
- Note E27 **Organophosphorus pesticides suite:** Includes, but is not limited to, dichlorvos, demeton-S-methyl, diazinon, dimethoate, chlorpyrifos, chlorpyrifos methyl, malathion, fenthion, ethion, fenitrothion, chlorfenvinphos, parathion compounds, pirimiphos compounds, azinfos compounds, bromophos ethyl, carbophenothion, coumaphos, dioxathion, fenamiphos, fenchlorphos, formothion, methacrifos, methidathion, mevinphos, phorate, phosalone, profenophos, prothiofos, thiometon and triazophos, analysed using accredited methods appropriate for the sample matrix.
- Note E28 **Polychlorinated biphenyls (PCBs) suite:** Includes, but is not limited to, PCB congeners PCB-001, PCB-008, PCB-018, PCB-028, PCB-044, PCB-052, PCB-066, PCB-077, PCB-101, PCB-105, PCB-118, PCB-126, PCB-128, PCB-138, PCB-153, PCB-169, PCB-170, PCB-180, PCB-187, PCB-195, PCB-206 and PCB-209, analysed using accredited methods appropriate for the sample matrix.
- Note E29 **Acid herbicides suite:** Includes, but is not limited to, 2,3,6-trichlorobenzoic acid (2,3,6-TBA), 2,4-dichlorophenoxyacetic acid (2,4-D), 2,4-dichlorophenoxybutyric acid (2,4-DB), 2,4,5-trichlorophenoxyacetic acid (2,4,5-T), 4-chlorophenoxyacetic acid (4-CPA), benazolin, bentazone, bromoxynil, clopyralid, dicamba, dichloroprop, diclofop, fenoprop, flamprop, flamprop-isopropyl, ioxynil, MCPA, MCPB, mecoprop, pentachlorophenol, picloram and triclopyr, analysed using accredited methods appropriate for the sample matrix.
- Note E30 **Pesticides and herbicides suite:** Includes, but is not limited to, glyphosate, phenoxy-acid herbicides, pyrethroid pesticides, organophosphorus pesticides and triazine pesticides, analysed using accredited methods appropriate for biological tissue.
- Note E31 **Outfalls CEC Suite (seawater and biological tissue):** Includes, but is not limited to, acetaminophen (paracetamol), bezafibrate, caffeine, carbamazepine, citalopram, codeine, diclofenac, erythromycin, hydrochlorothiazide, ibuprofen, iopromide, ketoprofen, lamivudine, nevirapine, salicylic acid, sulfamethoxazole, trimethoprim, valsartan and glyphosate, analysed using accredited methods appropriate for the relevant matrix.

Note E32 **Provisional sum for sample processing equipment and facilities and courier costs (CECs monitoring):** Includes costs associated with:

- a) cooler boxes and temperature loggers;
- b) hire of sample processing equipment such as homogenisers and laboratory balances;
- c) hire of sample processing facilities such as laboratory space, clean room facilities;
- d) courier, shipping and customs-clearance.

Note E33 **Mark-up for sampling consumables, sample processing consumables and sample storage (CECs monitoring):** Includes costs associated with:

- a) sampling consumables such as sample containers, labels, bait, foil, bags, ice packs/dry ice, specialist packaging;
- b) sample processing consumables such as chemicals, solvents, ceramic knives and decontamination supplies;
- c) sample storage facilities including freezer and refrigeration.

PRICE SCHEDULE No. 4A: ENVIRONMENTAL RESOURCES

Time-based fees for the following resources:

Item No.	Reference	Activity Description	Unit	Tendered Rate
4A.1	Note E1	Junior Marine Scientist	Per Hour	
4A.2	Note E2	Marine Scientist	Per Hour	
4A.3	Note E3	Specialist Marine Scientist	Per Hour	
4A.4	Note E4	Environmental Scientist	Per Hour	
4A.5	Note E5	Junior Natural Scientist	Per Hour	
4A.6	Note E5	Natural Scientist	Per Hour	
4A.7	Note E5	Specialist Natural Scientist	Per Hour	
4A.8	Note E6	Environmental Assessment Practitioner	Per Hour	
4A.9	Note E6	Environmental Assessment Practitioner - Junior	Per Hour	
4A.10	Note E7	Environmental Technician	Per Hour	
4A.11	Note E8	Sampler	Per Hour	

PRICE SCHEDULE No. 4B: SAMPLING EQUIPMENT AND LABORATORY ANALYSES**Price Schedule No. 4B.1: SAMPLING EQUIPMENT**

Item No.	Reference	Activity Description	Unit	Tendered Rate
		EQUIPMENT REQUIRED FOR OUTFALL MONITORING SAMPLING		
4B.1.1		Multi-parameter sonde (depth, dissolved oxygen, temperature, salinity, pH and turbidity)	Per Day	
4B.1.2		Niskin bottle(s)	Per Day	
4B.1.3		Sediment grab (eg. Van Veen or equivalent)	Per Day	
4B.1.4		Sediment corer	Per Day	
4B.1.5		GPS unit	Per Day	
4B.1.6		Drop camera system (with underwater camera for still images and video)	Per Day	
4B.1.7		Mussel cages and deployment / retrieval system	Per Day	
4B.1.8		Fish sampling gear (nets and/or lines)	Per Day	
4B.1.9		Submersible pump sampling system with in-line filtration capability (or approved equivalent microplastics sampling method)	Per Day	
4B.1.10		Equipment deployment and retrieval system (e.g. winch, davit or A-frame)	Per Day	
4B.1.11	clause 5.3.2.4, Section C.5	Dive team (including Dive Supervisor) and equipment in accordance with Department of Employment and Labour (DoL) requirements	Per Day	
4B.1.12	clause 5.3.2.4, Section C.5	Vessel hire (including skipper and crew)	Per Day	

**Price Schedule No. 4B.2: SHORELINE WATER QUALITY MONITORING :
LABORATORY ANALYSES (Seawater)**

Refer to Pricing Instruction Item 4.14.

Item No.	Reference	Description	Unit	Tendered Rate
	Note E9	ROUTINE WATER QUALITY MONITORING (Sample bottles supplied by Purchaser)		
4B.2.1	Note E10	Intestinal Enterococci analysis (Collection of sample by Purchaser and delivery to laboratory by Supplier)	Per sample	
	Note E9	DAILY WATER QUALITY MONITORING, AD HOC and OTHER ANALYSES (Sample bottles supplied by Supplier)		
4B.2.2	Note E10	Intestinal Enterococci analysis (Collection of sample by Purchaser or Supplier and delivery to laboratory by Supplier)	Per sample	

**Price Schedule No. 4B.3: ESTUARINE WATER QUALITY MONITORING :
LABORATORY ANALYSES (Estuarine water)**

Refer to Pricing Instruction Item 4.14.

Item No.	Reference	Description	Unit	Tendered Rate
	Note E9	DAILY, AD HOC AND OTHER ANALYSES (Sample bottles supplied by Supplier)		
4B.3.1	Note E10	Intestinal Enterococci analysis (Collection of sample by Purchaser or Supplier and delivery to laboratory by Supplier)	Per sample	
4B.3.2	Note E12	E. coli analysis (Collection of sample by Purchaser or Supplier and delivery to laboratory by Supplier)	Per sample	

**Price Schedule No. 4B.4: FRESHWATER QUALITY MONITORING :
LABORATORY ANALYSES (Freshwater / Stormwater)**

Refer to Pricing Instruction Item 4.14.

Item No.	Reference	Description	Unit	Tendered Rate
	Note E9	DAILY, AD HOC AND OTHER ANALYSES (Sample bottles supplied by Supplier)		
4B.4.1	Note E11	Intestinal Enterococci analysis (Collection of sample by Purchaser or Supplier and delivery to laboratory by Supplier)	Per sample	
4B.4.2	Note E13	E. coli analysis (Collection of sample by Purchaser or Supplier and delivery to laboratory by Supplier)	Per sample	

**PRICE SCHEDULE No. 4C: OUTFALL WATER QUALITY MONITORING
(Monthly, Quarterly & Annually): LABORATORY ANALYSES**

Notes:

- Refer to Pricing Instruction Item 4.14.
- All necessary sampling equipment to be provided by Supplier (except for equipment listed in **Price Schedule No 4B.1**).
- All necessary sample processing equipment to be included in the unit price per sample.
- It is anticipated that these analyses will be done locally (in South Africa). Where analyses are to be done by overseas laboratories, the Rate of Exchange applicable to the respective items must be stated in Schedule F.1 in accordance with clause 17.5 in Section C.6 (Special Conditions of Contract).
- For further details of Outfall Water Quality monitoring, refer to clause 5.3.2.4 in Section C.5 (Specifications).

Item No.	Reference	Description	Unit	Tendered Rate
	Note E9	SEAWATER QUALITY		
4C.1	Note E10	Intestinal enterococci	Per sample	
4C.2		Total Suspended Solids (TSS)	Per sample	
4C.3	Note E14	Metals suite (seawater)	Per sample	
4C.4	Note E15	Nutrients suite (seawater)	Per sample	
		<i>Ecotoxicity</i>		
4C.5		Sea urchin gamete fertilisation assay (fertilisation success)	Per sample	
		<i>Microplastics</i>		
4C.6		Total microplastic particle count	Per sample	
4C.7		Fibres	Per sample	
4C.8		Fragments	Per sample	
4C.9		Films	Per sample	
4C.10		Pellets / beads	Per sample	
4C.11		Chlorine (in treated wastewater effluent)	Per sample	
		SEDIMENT ANALYTES		
4C.12		Grain size and particle size distribution	Per sample	
4C.13		Total organic carbon (TOC)	Per sample	
4C.14	Note E16	Metals suite (sediment)	Per sample	
		<i>Hydrocarbons</i>		
4C.15		Petroleum hydrocarbons (TPH; long- and short-chain fractions)	Per sample	

Item No.	Reference	Description	Unit	Tendered Rate
		<i>Volatile organic compounds</i>		
4C.16		VOC suite (multiple compounds)	Per sample	
		<i>Organic contaminants</i>		
4C.17	Note E20	Polycyclic aromatic hydrocarbons (PAHs)	Per sample	
4C.18		Phenols	Per sample	
		BIOACCUMULATION – BIOLOGICAL TISSUE (Mussels, Fish and Rock Lobster)		
4C.19	Note E17	Metals suite (Fish)	Per sample	
4C.20	Note E17	Metals suite (Rock Lobster)	Per sample	
4C.21	Note E17	Metals suite (mussels)	Per sample	
4C.22		Supporting biological tissue measurements appropriate to the sample matrix, including morphometric measurements and tissue moisture content	Per sample	
4C.23		Total lipid content (of biological tissue)	Per sample	

**PRICE SCHEDULE No. 4D: OUTFALL CEC MONITORING (once per 3 years):
CECs IN SEAWATER, FISH, ROCK LOBSTER & MUSSELS
LABORATORY ANALYSES
(samples from marine outfalls & coastal discharge sites)**

Notes:

- For details of remuneration refer clause 5.3.3 in Section C5 (Specifications);
- The cost of a vessel and diving team (where necessary) will be at tendered rates;
- The sample processing costs, courier and handling costs will be covered by items in the Schedule below.
- Where analyses are to be done by overseas laboratories, the Rate of Exchange applicable to the respective items must be stated in Schedule F.1 in accordance with clause 17.5 in Section C.5 (Specifications).

Item No.	Reference	Activity Description	Unit	Sum
		LABORATORY ANALYSES OF CECs		
4D.1	Note E 31	CECs in Seawater	Prov Sum per sample	R 4 600
4D.2	Note E 31	CECs in Fish, Rock Lobster	Prov Sum per sample	R 4 600
4D.3	Note E 31	CECs in Mussels	Prov Sum per sample	R 4 600

Item No.	Reference	Activity Description	Unit	Sum
4D.4	Note E32	Provisional Sum for sample processing equipment and facilities and for courier costs (Items 4D.1 to 4D.3 above)	Prov Sum per sampling event	R150 000

Item No.	Reference	Activity Description	Unit	Tendered Percentage
4D.5	Note E33	Supplier's mark-up for sampling consumables, sample processing consumables and sample storage on CECs in seawater (Item 4D.1) [For tender evaluation purposes ONLY, tenderers must base their % mark-up on an estimated value of R 400 000]	%	
4D.6	Note E33	Supplier's mark-up for sampling consumables, sample processing consumables and sample storage on CECs in Fish and Rock Lobster (Item 4D.2) [For tender evaluation purposes ONLY, tenderers must base their % mark-up on an estimated value of R 300 000]	%	
4D.7	Note E33	Supplier's mark-up for sampling consumables, sample processing consumables and sample storage on CECs in Mussels (Item 4D.3) [For tender evaluation purposes ONLY, tenderers must base their % mark-up on an estimated value of R 300 000]	%	
4D.8		Supplier's mark-up, profit, handling and facilitation costs on Laboratory analyses (Items 4D.1 to 4D.4 above). [For tender evaluation purposes ONLY, tenderers must base their % mark-up on an estimated value of R 1000 000]	%	

**PRICE SCHEDULE No. 4E: COASTAL CEC MONITORING: (once per 3 years):
LABORATORY ANALYSES
(samples collected from marine and estuarine environments)**

Notes:

- For details of remuneration refer clause 5.3.3 in Section C5 (Specifications);
- The resource costs of sampling and processing of samples by the Supplier will be on a time basis;
- The cost of a vessel and diving team (where necessary) will be at tendered rates;
- The sample processing costs, courier and handling costs will be covered by the applicable items in the Schedule below.
- Where applicable, Rate of Exchange will be applied to affected items in this schedule.

Item No.	Reference	Activity Description	Unit	Sum
		LABORATORY ANALYSES SERVICES		
		Analysis of Sediment		
4E.1	Note E18	Metals suite (sediment)	Prov Sum per sample	R 3 000
4E.2	Note E20	Polycyclic aromatic hydrocarbons (PAHs) suite (sediment)	Prov Sum per sample	R 700
4E.3	Note E21	Per- and polyfluoroalkyl substances (PFAS) suite (sediment)	Prov Sum per sample	R 10 000
4E.4	Note E22	Pharmaceutical compounds suite (sediment)	Prov Sum per sample	R 10 000
4E.5	Note E23	Polybrominated diphenyl ethers (PBDEs) suite (sediment)	Prov Sum per sample	R 5 300
4E.6	Note E24	Organochlorine pesticides suite (sediment)	Prov Sum per sample	R 1 700
4E.7	Note E25	Pyrethroid pesticides suite (sediment)	Prov Sum per sample	R 3 500
4E.8	Note E26	Triazine pesticides suite (sediment)	Prov Sum per sample	R 2 200
4E.9	Note E27	Organophosphorus pesticides suite (sediment)	Prov Sum per sample	R 1 700
4E.10	Note E28	Polychlorinated biphenyls (PCBs) suite (sediment)	Prov Sum per sample	R 1 300
4E.11	Note E29	Acid herbicides suite (sediment)	Prov Sum per sample	R 2 300

Item No.	Reference	Activity Description	Unit	Sum
4E.12		Glyphosate and aminomethylphosphonic acid (AMPA) (sediment)	Prov Sum per sample	R 9 300
		Analysis of Biological tissue		
4E.13	Note E19	Metals suite (biological tissue)	Prov Sum per sample	R 8 200
4E.14	Note E20	Polycyclic aromatic hydrocarbons (PAHs) suite (biological tissue)	Prov Sum per sample	R 5 800
4E.15	Note E21	Per- and polyfluoroalkyl substances (PFAS) suite (biological tissue)	Prov Sum per sample	R 11 900
4E.16	Note E22	Pharmaceutical compounds suite (biological tissue)	Prov Sum per sample	R 4 600
4E.17	Note E23	Polybrominated diphenyl ethers (PBDEs) suite (biological tissue)	Prov Sum per sample	R 6 200
4E.18	Note E28	Polychlorinated biphenyls (PCBs) suite (biological tissue)	Prov Sum per sample	R 3000
4E.19	Note E30	Pesticides and herbicides suite (biological tissue)	Prov Sum per sample	R 7 300
4E.20		Dioxines (biological tissue)	Prov Sum per sample	R 11 500
4E.21		Methylmercury (biological tissue)	Prov Sum per sample	R 12 400
4E.22		Glyphosate (biological tissue)	Prov Sum per sample	R 4100
			Subtotal	R 126 000

Item No.	Reference	Activity Description	Unit	Sum
4E.23	Note E32	Provisional Sum for sample processing equipment and facilities and for courier costs (Items 4E.1 to 4E.22)	Prov Sum per sampling event	R150 000

Item No.	Reference	Activity Description	Unit	Tendered Percentage
4E.24	Note E33	Supplier's mark-up for sampling consumables, sample-processing consumables and sample storage on Coastal CECs monitoring in sediment (Items 4E.1 to 4E.12) [For tender evaluation purposes ONLY, tenderers must base their % mark-up on an estimated value of R 1 000 000]	%	
4E.25	Note E33	Supplier's mark-up for sampling consumables, sample-processing consumables and sample storage on Coastal CECs monitoring in biological tissue (Items 4E.13 to 4E.22) [For tender evaluation purposes ONLY, tenderers must base their % mark-up on an estimated value of R 3 500 000]	%	
4E.26		Supplier's mark-up, profit, handling and facilitation costs on Laboratory analyses (Items 4E.1 to 4E.23 above) [For tender evaluation purposes ONLY, tenderers must base their % mark-up on an estimated value of R 4 500 000].	%	

PRICE SCHEDULE No. 4F: RECOVERABLE EXPENSES**Recoverable Expenses**

Item No.	Reference	Activity Description	Unit	Sum
4F.1		Supplier's cost for <u>materials, equipment, and/or any other recoverable expenses</u> not covered in the tender document will be claimed under this item for each individual works project during the Contract Period.	Prov Sum	R 260 000
4F.2		Supplier's cost for <u>sampling and analysis for items not included in other Price Schedules</u> will be claimed under this item for each individual works project during the Contract Period.	Prov Sum	R 260 000

Item No.	Reference	Activity Description	Unit	Tendered Percentage
4F.3		Supplier's percentage mark-up on Items 4F.1 and 4F.2 above (for tender evaluation purposes, tenderers must base their % mark-up on an estimated value of R520 000)	%	

PRICE SCHEDULE No. 4G: DISBURSEMENTS / RECOVERABLE EXPENSES

Item No.	Reference	Description	Unit	Tendered Rate
		Recoverable expenses in respect of printing/plotting/copying, traveling expenses, etc. as specified below:		
4G.1		Size A3 (Monochrome)	Per page	
4G.2		Size A4 (Monochrome)	Per page	
4G.3		Size A4 (Monochrome on colour paper)	Per page	
4G.4		Size A3 (Colour)	Per page	
4G.5		Size A4 (Colour)	Per page	
4G.6		Self-adhesive white paper labels (approx. 75mm x 34mm) (120 labels per pack) on Purchaser's request	Per pack	
4G.7		D cell battery (pack of 2) (Duracell or equivalent)	Per pack	
4G.8		Water resistant paper Rite in the Rain All Weather Card Stock or equivalent, 8.5" x 11", 100# White (80 sheet pack)	Per pack	
4G.9		Permanent Markers Black (1.5mm bullet point)	Per pen	
4G.10		Compilation and binding of reports/tender documents, books of drawings, etc.	Per document	
4G.11	clause 17.4.4, Section C.6 (SCC)	Travel expenses	km	R4.95
4G.12	clause 17.4.4, Section C.6 (SCC)	Travel expenses (4 x 4)	km	R5.75

C.5 SPECIFICATION(S)

5.1. OVERVIEW OF CONTRACT

5.1.1. Introduction and City of Cape Town's Objectives (the Purchaser's Objectives)

The Coastal Management Branch of the Environmental Management Department of the Spatial Planning and Environment Directorate is requiring environmental professional services to conduct water quality monitoring and to undertake environmental projects in the Coastal zone.

City of Cape Town's (CCT's) objectives are to carry out routine and ad hoc water quality monitoring in marine and coastal environments and prepare reports on the findings. It is also CCT's intentions to carry out environmental projects when required which will need a team of environmental professionals. A team of professionals is required to implement these services and projects, which, in terms of the Municipal Finance Management Act, 2003 and the Municipal Supply Chain Management Regulations, 2005, must be procured through a competitive bidding process.

CCT intends to award a "Winner" and an "Alternative bidder" and to use the successful Suppliers, where required, but a successful appointment under this contract does not guarantee any amount of work to be executed hereunder.

CCT reserves the right to plan and effect individual Works Projects at its sole discretion and to reduce or increase the overall work package values to be spent according to the dictates of the budget. The work will be undertaken by the issuing of specific Works Projects Briefs.

The appointed Supplier will be required to provide environmental services to the Environment Management Department of the Spatial Planning and Environment Directorate and the Directorates Of Water and Sanitation and Future Planning and Resilience in CCT's organisation and as defined in the specific Works Project Briefs. All works will be carried out within the municipal boundaries of the City of Cape Town and associated coastal waters or as specifically stipulated in the appropriate scope. All works packages will be issued by the Environmental Management Department's contract manager.

The Supplier will be considered for Works Projects under the award in terms of the Form of Offer and Acceptance (Section C.2).

The Supplier is required to provide the services by the utilization of personnel as required in clause 5.4.3 below for Works Projects related to Typical Works Projects. The list of Typical Works Projects contained in clause 5.4.2 below are an outline of the scope of the possible Works Projects and shall not limit the work to be carried out by the Supplier under this Contract. The anticipated services to be provided in accordance with the Contract for the Typical Works Projects are included in the Price Schedules.

The City intends to commence this contract in the beginning of 2027/28 financial year.

5.1.2. General Requirements

This section covers the general requirements applicable to the execution of the Works Projects.

The Supplier is to provide the professional services necessary for the implementation of water quality monitoring, environmental projects and associated advisory services to the Purchaser. Projects are procured through a works allocation process as described in this document (refer clause 36, Section C.6: Special Conditions of Contract).

The Supplier will furthermore be required to procure, on instruction from the Purchaser, any other specialist services as may be required for the successful implementation of the projects, in terms of a sub-consultancy or sub-contract agreement.

A dedicated and appropriate Project Leader is required for each Works Project involving a team of professionals. The Project Leader is required to draw the required competencies from resources available to him/her (e.g. in own company or sub-consultancy) or from external approved service providers.

The Project Leader shall be the Key personnel or an alternate approved person could be nominated for certain Works Projects. The Project Leader must be competent for the nature of the Works project and the Project Leader's appointment shall be subject to the approval of the Purchaser.

The Environmental resources in the Supplier teams shall comply with the competencies required irrespective of the nature of the teams and will be evaluated as a single entity.

For small and less complex Work Projects, the Project Leader may be a person involved in the functional execution of the Work Project (and not the Key Personnel) but the nomination will be subject to the approval by the Purchaser's Representative.

The Supplier will provide services under a Works Project Agreement to the Environmental Management Department in the City of Cape Town.

All Works Projects will be carried out within the municipal boundaries of the City of Cape Town and associated coastal waters or as specifically stipulated in the appropriate scope. The Supplier's personnel engaged in Works Projects should be available for meetings and site visits within these boundaries within 24 hours of the request by the Purchaser's Representative to do so.

5.1.3. Local office or depot

Samples collected by the Purchaser will be delivered to the Supplier's Local office or depot. The Local office or depot is required to be situated within the Cape Metropolitan area or within a radius of 60 km from the Cape Town Civic Centre, Hertzog Boulevard, Cape Town. If the Supplier does not have a local office, they will be required to establish a local office or depot within one month of the Start Date of the Contract.

5.1.4. Guideline References

The following industry standard guidelines apply for the execution of Works Projects:

Natural Scientist - The relevant sections defining the competence and scope of practice for registered scientists in the **Natural Scientific Professions Act 27 of 2003** (the NSP Act), **Notice No. 1738** as gazetted in Government Gazette No. 25774, 28 November 2003.

SACNASP Code of Conduct - The relevant sections outlining the ethical standards and professional behaviour expected of natural scientists in the **SACNASP Code of Conduct, Board Notice BN 354** as gazetted in Government Gazette No. 47302, 14 October 2022.

Natural Environment and Mariculture Use - The **"South African Water Quality Guidelines for Coastal Marine Waters – Volume 1: Natural Environment and Mariculture Use (1995)"** as published by the Department of Water Affairs and Forestry.

Guidelines for Recreational Use - The **"South African Water Quality Guidelines for Coastal Marine Waters – Volume 2: Guidelines for Recreational Use (2021)"** as published by the Department of Environmental Affairs.

The above Guidelines have reference to the scope of work and deliverables only. The financial fee calculations and fee guidelines contained in the Guidelines are not applicable to this contract and agreed tendered rates apply for all Work Projects.

5.2. SCOPE OF SERVICES

The scope of services described in this section includes requirements that will be applicable to the execution of Works Projects. The Supplier may not commence with any Work Projects without the express approval from the Purchaser.

There are two main components of the contract; primarily Marine and Coastal Water Quality Monitoring and secondly the provision of Environmental Services.

5.2.1. Marine and Coastal Water Quality monitoring

The Marine and Coastal Water Quality monitoring consists of managing and facilitating the processes for the following:

- Routine Water Quality Monitoring at approx. 107 sites (approx. 296 samples per month);
- Daily Water Quality Monitoring for research purposes (approx. 276 samples per month);
- Ad hoc testing (approx. 30 samples per month);
- Outfall monitoring (Monthly, Quarterly and Annually) at marine outfalls and coastal discharge monitoring sites;
- Monitoring Contaminants of Emerging Concern (CECs) at marine outfalls, coastal discharge sites and at other sites along the coastline (once per 3 years).

The environmental media will be predominantly seawater, sediment and/or biota but possibly also estuarine water and freshwater. Appropriate analyses and methods must be carried out taking the source media into account. The results of Intestinal Enterococci and E.coli analyses must be presented in “cfu count per 100ml”.

For further details of the required Water Quality Monitoring, see clause 5.3.2 below.

For further details on the monitoring of the CECs, see clause 5.3.3 below.

5.2.2. Provision of Environmental Services

Professional Environmental Services will be required to execute various environmental projects similar to the Typical Works Projects listed below. For further details see clause 5.4 below.

5.3. WATER QUALITY MONITORING

5.3.1. General Responsibilities

5.3.1.1. Logistics

- (a) Sub-contract an appropriate SANAS accredited laboratory / laboratories, holding valid accreditation for each specified analyte in the relevant environmental matrix (seawater, estuarine water, freshwater, sediment and/or biota, as applicable), to carry out analyses as per Price Schedule Nos. 4B.2, 4B.3 and 4B.4. An appropriately approved laboratory must be proposed for each Works Project.

The tenderer is required to provide a list of SANAS accredited laboratories in **Schedule F.14A (Information to be provided with the Tender) of Annexure F** who will be carrying out the enterococci and / or E.coli testing in each of the three water matrices (**seawater, estuarine waters and freshwater**). Documentary proof of the specific laboratory's SANAS accreditation is required to be attached.

- (b) Provide valid SANAS accreditation certificates, clearly indicating the accredited analytes, methods, and environmental media on request or upon appointment. Where SANAS-accredited methods are not available for specific analytes, such as contaminants of emerging concern, analyses may be undertaken by internationally accredited or recognised laboratories subject to prior approval by the Purchaser. In such cases, the Supplier must provide evidence of the laboratory's accreditation status and the details of the analytical methods and detection limits.
- (c) Provide and maintain multiple temperature loggers travelling with samples from collection to laboratory.
- (d) Receive and store samples in compliance with cold-chain requirements from point of handover to laboratory delivery.

- (e) **For each water matrix (seawater, estuarine waters and freshwater), all microbiological analyses shall be undertaken by a single SANAS-accredited laboratory to ensure methodological consistency and data comparability, unless prior written approval is granted by the City.**
- (f) Provide sampling equipment (sample bottles, cooler boxes with ice packs, digital temperature loggers, labels) to the Purchaser (except where provided by Purchaser).
- (g) Provide sampling equipment for Outfall Water Quality Monitoring as per **Price Schedule No. 4B.1.**
- (h) Manage and report on temperature logs and cold-chain verification data.
- (i) Maintain a chain-of-custody system and record (as agreed with Purchaser).
- (j) Organise and oversee daily sample transport to the laboratory.
- (k) Oversee the laboratory's compliance with accreditation standards.
- (l) Provide operational flexibility in cases of weekends, public holidays, protests, staff unavailability etc.
- (m) Manage all coordination and communication with laboratory.

5.3.1.2. Data capture

- (a) Receive laboratory PDF result sheets and store on Sharepoint or other secure City-approved platforms;
- (b) Use automated tools to extract data from PDF laboratory reports;
- (c) Upload raw data into a secure, high-integrity database (PostgreSQL or equivalent);
- (d) Apply strict data-management protocols;
- (e) Tag all samples appropriately (e.g. routine, daily, ad hoc, follow-up);
- (f) Track missing data, anomalies and QA flags;
- (g) Incorporate Blue Flag monitoring results (sampling by City).

5.3.1.3. Data transformation and analysis

- (a) Manage the database using PG Admin (or similar approved);
- (b) Automatically calculate Hazen percentiles (90th and 95th) as required by National Coastal Water Quality Guidelines;
- (c) Generate health-risk categories per guideline definitions;
- (d) Generate exceedance values and indicators on non-compliance;
- (e) Display latest sample results, beach status based on National Guidelines.

5.3.1.4. Data visualisation

- (a) Provide and use appropriate software (such as REST API, Power Query or equivalent tools) to package the information in a user friendly / beneficial format for use by the City - currently in the form of a live Excel spreadsheet (or a similar City-approved platform) containing relevant information.
- (b) Provide an intuitive overview of:
 - Recent sample results
 - Compliance status
 - Health-risk categories
 - Trends and exceedances

5.3.1.5. Reporting

- (a) Support the City with preparation of quarterly and annual water-quality reports;
- (b) Provide data summaries, graphics, exceedance analyses, and interpretation to support internal and public communication.

5.3.1.6. Frequency of operational commitments

- (a) Provide adequate capacity to perform the full workflow daily, as required by sampling schedules;
- (b) Be available to update, revise, or redesign dashboards as needed.

5.3.1.7. General support

- (a) Provide technical assistance regarding sampling methodology, data management and workflow optimisation. and data management support and guidance;
- (b) Print and supply of chain-of-custody forms, sampling sheets, sample labels and other documentation as required;
- (c) Provide general printing, copying, and administrative support relevant to sampling operations.

5.3.1.8. Ad hoc sampling and additional capacity

- (a) Provide Environmental Technicians (trained field staff) to support additional sampling capacity, where required;
- (b) Offer additional logistical support when sampling frequency increases or special projects arise e.g. resampling after elevated results, follow-up investigations.

5.3.1.9. Remuneration for the General responsibilities

- (a) The costs of the Logistics (clause 5.3.1.1 above) is to be included in the cost of the various analyses to be conducted by the laboratories. For remuneration for CEC Monitoring, refer to clause 5.3.3.2.
- (b) Payment for carrying out the requirements of data capture, analysis, etc as detailed in clauses 5.3.1.2 to 5.3.1.8 (inclusive) above, will be at the tendered hourly rates for the applicable environmental resource (**Price Schedule No. 4A**).

5.3.2. **Water Quality Monitoring: Details**5.3.2.1. Routine Water Quality monitoring

Routine sampling follows a four-week sample frequency schedule of weekly, biweekly or monthly sampling at approximately 107 sites. See the positions as shown on Layout 1 in Section F.16: Site information. The City reserves the right to increase or decrease the number of sites (and hence the number of tests). Different sampling regimes are followed in Summer and Winter. The number of tests to be analysed per week are approximately as follows:

Season	Months	Week	Approximate number of tests	Approximate number of Total tests in 4-week cycle
Summer	Oct - Mar	1	105	296
		2	50	
		3	91	
		4	50	
Winter	Apr - Sep	1	104	287
		2	48	
		3	87	
		4	48	

Sampling will be done by City staff and the samples will be delivered to the Supplier's offices.

All seawater samples will be required to be tested for enterococci.

Supplier will be required to process these samples as stated in clause 5.3.1 above.

5.3.2.2. Daily Water Quality monitoring - Research

The Coastal Management Branch carry out monitoring at selected sites as part of a programmed on-going monitoring or research. This "Daily" monitoring is in addition to the "Routine" monitoring. Up to 12 sites could be monitored daily.

Sampling will be done by City staff and the samples will be delivered to the Supplier's offices. Where necessary, the Supplier will be requested to undertake the sampling.

Samples will be required to be tested for enterococci and / or E.coli (in the case of freshwater / stormwater).

5.3.2.3. Ad hoc and Other testing

Ad hoc testing will be required as and when required and would typically be about ten(10) occurrences per month. Sampling would be done by City staff and delivered to the Supplier's offices. The samples will be required to be tested for enterococci or E.coli or both.

The Supplier may be requested to assist with the sampling and will be expected to have someone proficient in taking samples.

The Supplier will be required to process these samples as stated in clause 5.3.1 above. These results would also be required to be included in the data base and summaries.

5.3.2.4. Outfall monitoring

Receiving-environment monitoring will be required at the City's three marine outfalls, namely Hout Bay, Camps Bay and Green Point, as well as at four associated reference sites, namely Robben Island, Karbonkelberg, Crayfish Factory near Soetwater and Chapman's Peak in Hout Bay. The locations of the marine outfalls and associated reference sites are shown on Layout 2 in Schedule F.16 (Site Information).

Receiving-environment monitoring shall also be undertaken at five coastal discharge sites associated with wastewater treatment works, namely Llandudno, Oudekraal, Simon's Town, Mitchells Plain and Miller's Point. The locations of these sites are shown on Layout 1 in Schedule F.16 (Site Information).

The monitoring programme may include the routine sampling and analysis of seawater and sediment, together with biological or ecological assessments where required. Sampling may be undertaken monthly, quarterly and annually or at another frequency instructed by the Purchaser. Analyses may include microbiological and physico-chemical parameters, nutrients, selected metals and any other parameters specified in the relevant Works Project Brief. Routine laboratory analyses shall be undertaken by an appropriately accredited laboratory, unless otherwise agreed.

The specific monitoring sites, sampling points, sample matrices, frequencies, parameters, number of samples and reporting requirements will be defined in each Works Project Brief and confirmed in the approved Works Project Proposal which will also specify the respective responsibilities of the City and the Supplier for each monitoring event.

Personnel costs associated with the monitoring shall be based on the applicable rates in Price Schedule No. 4A (Environmental Resources). Price Schedule Nos 4B.1 (Sampling equipment) and 4C (laboratory analyses) shall apply to routine sampling and laboratory analyses undertaken under this monitoring programme, excluding the Contaminants of Emerging Concern monitoring component which will be paid for under Price Schedule No. 4D.

CCT will make its vessels available to facilitate access to sampling sites; however, vessel availability cannot be guaranteed and will need to be timeously booked. If the CCT vessels are not available, the Supplier will be required to provide a suitable vessel and experienced skipper.

The Supplier shall support the City in implementing the monitoring programme. This shall include fieldwork, the provision of sampling containers and equipment, sample processing and storage, sample transport and logistics, maintenance of chain-of-custody records, procurement and coordination of laboratory services, quality assurance and quality control, data collation, interpretation of results and reporting on water and sediment quality, contaminant trends and bioaccumulation, as applicable.

In addition, once-off Contaminants of Emerging Concern (CEC) monitoring surveys will be undertaken at the City's three marine outfalls and at the five coastal discharge sites, involving the collection and analysis of seawater, fish, rock lobster and mussel samples for a specified suite of CEC analytes.

Provisional Sums have been included in Price Schedule No 4D for the required laboratory analyses and associated supporting costs. The relevant Works Project Brief will specify the sampling sites, sample matrices, analytes, number of samples and any other requirements applicable to each monitoring event. Further details of Contaminants of Emerging Concern monitoring are provided in clause 5.3.3.

All technical reports and interpretive assessments produced under this contract shall be prepared by a suitably qualified Marine Scientist (requirements as per Note E2 in "NOTES TO PRICE SCHEDULES" in Section C.4).

Where required, these reports and assessments shall be signed off by an appropriately qualified Specialist Marine Scientist (requirements as per Note E3 in "NOTES TO PRICE SCHEDULES"). The Supplier shall provide all sampling equipment and specialist personnel required to undertake the monitoring programme.

Where required, underwater ecological surveys and benthic habitat assessments shall be undertaken by a suitably certified dive team including a Dive Supervisor. The depths of the outfalls vary between 23 metres and 37 metres (msl). The Supplier shall provide all personnel, diving equipment and associated resources necessary to undertake such investigations. All underwater work shall be undertaken in accordance with applicable commercial diving legislation and industry best practice. Dive equipment shall be in accordance with the Department of Employment and Labour (DoL) requirements.

The onus shall be on the Supplier to obtain and maintain all required permits, licences, approvals and authorisations required to undertake the services described herein. The Supplier is to note that this must include permits from SANParks and National Department of Forestry, Fisheries and the Environment (DFFE) for any work done in the Marine Protected Areas (MPA).

The following table lists the monitoring components, approximate sampling frequencies and the estimated number of samples per survey. The specific requirements for each monitoring event will be confirmed in the relevant Works Project Brief. Unless otherwise stated, all tests will be expected to be done in a laboratory.

Component	Parameters	Matrix	Frequency	Depths	Approx. number of sites	Estimated number of samples per survey
Seawater Quality	Temperature, salinity, specific conductivity, dissolved oxygen (concentration and saturation), turbidity, pH (measured in-	Seawater	Monthly	Surface, Middle, Bottom	57	171

Component	Parameters	Matrix	Frequency	Depths	Approx. number of sites	Estimated number of samples per survey
	situ) (TSS) total suspended solids (measured in laboratory)					
	Intestinal enterococci					
	Nutrients		Quarterly		35	100
Ecotoxicity	Sea urchin fertilisation		Quarterly (Monthly for Camps Bay)	Surface, Middle, Bottom	16	48
Metals	Metals suite (seawater)		Quarterly	Surface, Middle, Bottom	16	100
Microplastics	Count & type (fibres, fragments, films, pellets)		Quarterly	Surface, Middle, Bottom	20	60
Sediment Quality	Grain size, TOC, metals suite, PAHs, VOCs, hydrocarbons	Sediment	Annual	Bottom	46	54
Bioaccumulation	Metals in mussels	Biological tissue	Annual	Various	19	27
	Metals in fish				21	29
	Metals in rock lobster				21	29
Contaminants of Emerging Concern (CECs)	Pharmaceuticals, PPCPs, hormones	Seawater	Once every 3 years	Various	29	87
	CECs in fish and rock lobster	Biological tissue			21	29
	CECs in mussels				19	27

5.3.2.5. Laboratory Responsibilities:

The Laboratory is to be accredited for the specific tests and the relevant environmental media required (seawater, estuarine water, freshwater and/or biota (biological tissue) and sediment).

- (a) Maintain SANAS accreditation for the duration of the contract, for the relevant analyses and environmental media, including biota (biological tissue), where applicable.

- (b) Supply sterile and prepared collection kits (bottles and cold storage) for DAILY, AD HOC and OTHER sampling at coastal sites (the sampling schedule will be provided by the City in consultation with the Supplier).
- (c) Provide a written method statement outlining correct sample collection procedures.
- (d) Analyse all samples for enterococci (cfu/100ml) and e.coli (cfu/100ml) as required using accredited methods suitable for seawater, estuarine water or freshwater, as applicable.
- (e) Supply sterile and prepared collection kits (bottles, containers and cold storage), all field kits and equipment required for Outfall Monitoring sampling.
- (f) Analyse samples as required for Outfall Monitoring.

5.3.2.6. Remuneration for Water Quality Monitoring (Routine, Daily, Ad hoc and Other)

Remuneration for Water Quality Monitoring will comprise the following components:

- (a) Time based for Sampler(s) who collect the samples will be at the tendered hourly rates (**Price Schedule No. 4A**);
- (b) Travelling costs for vehicles to collect samples (**Price Schedule No. 4G**);
- (c) Remuneration for laboratory analyses of the Water Quality samples (Routine, Daily, Ad hoc and Other) will be at the tendered rates in the applicable **Price Schedule Nos. 4B.2, 4B.3 and 4B.4**. The rates shall include for all laboratory costs as well as the General responsibility costs (as per clause 5.3.1.9(a) above).

5.3.2.7. Remuneration for Outfall Monitoring

Remuneration for Outfall Monitoring will comprise the following components:

- (a) Time based for the in-situ measurements and collection of sea urchins, mussels, sea bream or lobster (as required) for the applicable environmental resource(s) involved in the collection and will be at the tendered hourly rates (**Price Schedule No. 4A**);
- (b) Travelling costs for vehicles to the launch sites will be at the prescribed travelling rates (**Price Schedule No. 4G**);
- (c) Remuneration for the laboratory analyses of the collected samples for the Outfall Monitoring will be at the tendered rates in **Price Schedule No. 4C**. The rates shall include for all laboratory costs as well as the General responsibility costs (as per clause 5.3.1.9(a) above). Only equipment specifically listed in **Price Schedule No. 4B.1** will be paid for separately;
- (d) It is anticipated that these analyses will be done locally (in South Africa). Where analyses are to be done by overseas laboratories, the Rate of Exchange applicable to the respective items must be stated in Schedule F.1 in accordance with clause 17.5 below;
- (e) A vessel (with experienced skipper), when required, will be reimbursed at the tendered rate in **Price Schedule No. 4B**;
- (f) Where required, a dive team will be reimbursed at the tendered rate in **Price Schedule No. 4B**.

5.3.3. **Water Quality Monitoring: Contaminants of Emerging Concern (CECs)**

5.3.3.1. CECs Monitoring: Sampling, Procurement and Analysis

Contaminants of Emerging Concern (CEC) monitoring will be undertaken approximately every three years, or as required by the City and will be part of the Outfalls monitoring and Coastal monitoring programmes. The monitoring programme will include the collection and analysis of sediment and biological tissue samples (estuarine and marine fish and mussels) for a range of priority contaminants.

The Supplier shall support the City in implementing the monitoring programme, including fieldwork, the provision of sampling containers, sample processing and storage, sample transport and logistics, maintenance of chain-of-custody records, procurement and coordination of laboratory services, quality assurance and quality control, data collation, interpretation of results, and reporting on contaminant trends and bioaccumulation within the marine and estuarine environment.

The City will provide vessels (when available) required for offshore sampling activities, as well as field equipment required for marine and estuarine fish sampling. When a City vessel is not available, the Supplier will be requested to provide a vessel at the applicable tendered rate. The respective responsibilities of the City and the Supplier for each monitoring event shall be as specified in the relevant Works Project Brief and Works Project Proposal.

Provisional Sums have been provided in **Price Schedule Nos. 4D and 4E** for the required laboratory analyses and associated supporting costs. The Works Project Brief will specify the sample matrices, analytes, sample sites and sample numbers and other requirements applicable to each monitoring event.

Prior to commencement of the sampling programme, the Supplier will be responsible for:

Task 1

- obtaining quotations from suitably accredited or otherwise approved laboratories for the prescribed analyses (refer to clause 5.12 below),
- submission of such quotations (with recommendation) to the City for approval;
- obtaining necessary permissions from the regulatory authorities;
- obtaining the City's written approval of the quotations and permission to proceed.

Following the City's written instruction to proceed, the Supplier shall, as applicable and in accordance with the approved Works Project Proposal, be responsible for:

Task 2

- appointing or subcontracting the City-approved laboratory or laboratories and confirming the applicable analytical methods, accreditation status, detection limits, quality assurance and quality control requirements, sample-container requirements, preservation methods and holding times;

Task 3

- providing the required sampling containers, cooler boxes, ice packs, temperature loggers, labels and other sampling equipment or consumables not provided by the City;

Task 4

- collecting the required samples (sediment and tissue) or supporting the City with sample collection, as specified in the Works Project Brief;

Task 5

- processing, preserving, labelling and storing the samples in accordance with the approved laboratory methods;

Task 6

- transporting (including courier where required) and submitting the samples to the approved laboratories while maintaining the required chain-of-custody and sample-integrity records;

Task 7

- coordinating the laboratory analyses, reviewing the quality-assurance and quality-control (QA/QC) information and resolving any data-quality queries; and

Task 8

- collating, validating and interpreting the analytical results and preparing the required reports.

All technical reports and interpretive assessments produced under this contract shall be prepared and reviewed by a suitably qualified Marine Scientist (as per Note E2 in “Notes to Price Schedules”). Where required, these reports and assessments shall be signed off by an appropriately qualified Specialist Marine Scientist (requirements as per Note E3 in “Notes to Price Schedules”).

5.3.3.2. CECs Monitoring: Remuneration

- Note:
- “Tasks” referenced below refer to the tasks described in clause 5.3.3.1 above;
 - For any activities in CEC Monitoring that are not specifically mentioned below, the Tenderer must ensure that any costs involved therein will be included in other payment items provided.

Remuneration for CECs Monitoring will comprise the following components:

- (a) Remuneration of resources (**Price Schedule No. 4A**) for the following:
 - Task 4 (collection of samples)
 - Task 5 (processing of samples)
 - Task 8 (data processing, report writing)
- (b) Supplier’s percentage mark-up for sampling consumables, sample-processing consumables and sample storage (in **Price Schedules 4D and 4E**) to include for:
 - Task 3 (sampling consumables)
 - Task 5 (processing consumables, storage)
- (c) Supplier’s percentage mark-up for profit, handling and facilitation costs on Laboratory analyses (in **Price Schedules 4D and 4E**) to include for:
 - Task 1 (obtaining quotations)
 - Task 2 (appointment and coordination of laboratories)
 - Task 6 (chain-of-custody, sample submission, etc.)
 - Task 7 (facilitation & analysis of results including QA/QC)
- (d) Provisional Sum for sample processing equipment and facilities and for courier costs (in **Price Schedules 4D and 4E**) to include for:
 - Task 3 (other sampling equipment)
 - Task 5 (additional processing equipment and facilities required)
 - Task 6 (transport/courier costs to laboratories)
- (e) Laboratory analysis costs, based on quotations approved by the City (**Price Schedules 4D and 4E**)
- (f) Remuneration for transport (**Price Schedule 4G**) to include for:
 - Travelling costs for vehicles to the launch sites
 - Task 6 (transport from local depot to laboratories)
- (g) Provision of vessel, dive team (where required) and sampling equipment not provided by City, as per **Price Schedule 4B.1**.
- (h) Rate of Exchange, where applicable, will be applied to affected items in **Price Schedules 4D and 4E**.

5.4. PROVISION OF ENVIRONMENTAL SERVICES

5.4.1. General

The Supplier will be required to carry out environmental studies / projects / investigations, the scope of which will be set out in a Works Project Brief. These projects will be similar to the Typical Works projects listed below. The Typical Works Projects listed are not exhaustive and Works Project Briefs may include any project that is within the capabilities of the Supplier. The Supplier is required to provide the professional services by the utilization of personnel referred to in clause 5.4.3 below.

Remuneration will be based on the tendered hourly rates for the appropriate environmental resources and water quality analyses (as applicable).

5.4.2. Typical Works Projects

The Supplier is required to provide professional services for the Scope of Services listed in clause 5.2 above to address the following Typical Works Projects which are anticipated to be executed during the duration of the contract:

- Execute, facilitation and/or monitoring of Water Quality sampling and analysis
- Estuarine impact assessments
- Marine impact assessments
- Marine or estuarine Water Quality Monitoring
- Marine Environmental compliance e.g. Monitoring plans
- Specialist environmental studies and/or services related to the coastline / coastal environment

5.4.3. Personnel requirements

The requirements of the various professional / technical personnel are contained in the Notes provided as a preamble to the schedules in Section C.4: Price Schedules. The Supplier must be able to provide the services of personnel for the Works Projects to the full extent listed.

Verifiable experience referred to in the “Notes to the Pricing Schedule” is interpreted as experience in that particular field of practice. Postgraduate years of experience is defined as working experience gained from the time of obtaining a qualification in the relevant scientific or other applicable field.

Key Personnel may not be substituted without approval of the Purchaser’s Representative. Should it become necessary to replace any of the Key Personnel listed at the time of tender during the course of this contract, they may only be replaced by individuals with similar or better qualifications and experience, who satisfy the minimum requirements and then only with the written approval of the Purchaser.

The Supplier shall inform the Purchaser within seven (7) days of any changes or proposed changes to the Key Personnel identified for this contract. If the minimum Key Personnel requirement is not maintained, the Purchaser may exclude the Supplier from consideration for future Work Projects.

5.5. COMMUNICATIONS

The Supplier must submit requests for formal approval, claims, invoices and notifications in electronic format.

Electronic communications are subject to the provisions of the Electronic Communications and Transactions Act, 2002. For the purposes of this contract, electronic communications are deemed to be received when the sender receives a delivery receipt or reply message from the recipient or if the recipient has acted on the communication received.

The Supplier must send to the Purchaser, reports and information models in Portable Document Format (PDF) plus any applicable working document formats and configuration in approved file formats.

Electronic copies of reports are preferred unless hard copies are instructed to be provided by the Purchaser's Representative and/or Purchaser. Compensation for costs associated with hardcopy production will be in accordance with the Price Schedule.

5.6. HEALTH & SAFETY

The Supplier shall conduct his own activities in compliance with the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and ensure that any sub-consultants/contractors employed by the Supplier also comply with the requirements of the Act and Regulations. The Supplier shall enter into an agreement with the Purchaser in this regard before the commencement of any Works Projects under this contract (Form C.3, Occupational Health and Safety Agreement, refers).

The Supplier must take cognisance of the risks and dangers associated with the services to be conducted at sea in varying conditions and during the collection of samples in marine and/or inland environments.

All underwater work is to be conducted in accordance with the Department of Employment and Labour Commercial Diving legislation. Dive equipment to be in accordance with the Department's requirements.

The onus will lie on the Supplier to obtain all the necessary licenses, permits and authorisations by all various entities for work at sea including diving activities (refer clause 5.3.2.4 above).

The Supplier shall submit, **upon written request to do so by the CCT**, a Health and Safety Plan for each Works Project 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.

5.7. REPORTING

In addition to the reports required as part of the scope of services, the Supplier may be required to prepare, or contribute to, ad hoc reports on specific aspects of a Project.

The Supplier shall submit monthly financial control reports to the Purchaser showing expenditure in respect of professional fees and expenses related to the Works Projects along with the projected expenditure to the End date.

5.8. APPLICABLE LAWS, POLICIES, PROCEDURES STANDARDS

The Supplier shall ensure that all applicable national and international laws and standards are complied with in the execution of his/her own work and that of his/her sub-consultants. International standards should only be used where no national standards exist, or where it is the norm to use or refer to international standards.

The latest editions of the Municipal Finance Management Act and all City of Cape Town Supply Chain Management Policies and corresponding Standard Operating Procedures will apply. Abuse of the supply chain management system is not permitted and may result in cancellation of the contract, restriction of the Supplier, and/or the exercise by the Purchaser of any other remedies available to it as described in the SCM Policy.

5.9. SUB-CONSULTANT AGREEMENTS

The costs of initiating and maintaining any sub-consultancy agreements are for the account of the Supplier and are deemed to be included in the tendered rates.

5.10. OTHER REQUIREMENTS

Where the Purchaser requires materials, equipment, analyses and/or any other recoverable expenses not specifically covered in the scope, such items will be provided by the Supplier on a cost plus mark-up as per the **Price Schedule No. 4F**. Prior approval needs to be obtained from the Purchaser before these items may be procured. Refer to clause 5.12 (Project Procurement) below for more details.

5.11. APPROVALS

The Supplier is responsible for obtaining the following approvals (where applicable):

- (a) Approval of the project from Heritage Western Cape Department (if required);
- (b) Approval (authorisation) of the project from the Western Cape Department of Environmental Affairs and Development Planning and/or National Department of Forestry, Fisheries and the Environment (DFFE) (if required);
- (c) In respect of time-based services, approval of the allocation of staff from the Purchaser,
- (d) Approval for the employment of specialist sub-consultants and their applicable costs/hourly rates from the Purchaser,
- (e) obtain and maintain all permits, licences, approvals and authorisations required to undertake the services described herein;
- (f) Any regulatory or operational authorisations/notifications that may be required to execute the Supplier's responsibilities.

Notwithstanding any approval received from the Purchaser, the Supplier remains responsible for all work carried out by the Supplier and its sub-consultants in terms of this contract

5.12. PROJECT PROCUREMENT

5.12.1. Procedure for the procurement of services or CEC analyses

Where monetary allowances for provisional sums or prime costs items have been provided in the Price Schedules, and where the work or items to which the allowances relate are to be executed/supplied by a supplier or laboratories, then the following selection process in line with SCM Policy shall be followed in respect of the required supplier or laboratories:

- Where the monetary allowance for a provisional sum item is less than or equal to R300 000 (including VAT), the Supplier shall invite three quotations from suitably qualified suppliers or accredited laboratories for the required work or items. The selection of the three suppliers or laboratories shall be in consultation with, and to the approval of, the Purchaser. The evaluation of the quotations received must include a preference points system as described in clause 2.3.10.3 of Section T.2: Conditions of Tender.
- Where the monetary allowance for a provisional sum item is in excess of R300 000 (including VAT), an open competitive tender process shall be followed in respect of the selection of a supplier or laboratory for the required work or items or analyses. In such circumstances, tender documentation will be prepared by the Supplier in consultation with, and to the approval of, the Purchaser. Invitations to tender will be advertised in the media by the Supplier and a supplier or laboratory will be selected from the responses received, by the Supplier. The evaluation of the offers received must include a preference points system as described in clause 2.3.10.3 of Section T.2: Conditions of Tender. The Supplier must satisfy itself that the selected supplier or laboratory can meet the requirements of the supply agreement and the Supplier may, on reasonable grounds, elect not to employ a particular supplier or laboratory. A Tender evaluation report (including a recommendation for the award) must be prepared by the Supplier and submitted to the Purchaser for approval.

5.13. MEETINGS

The specific requirement, frequency, type and number of meetings for Works Project will be as stated in the Works Project Brief or as agreed between the Supplier and Purchaser. Resources will be reimbursed at tendered rates.

5.13.1. Management Meetings

During the initial stages of a project, the Supplier together with the Laboratory manager(s) (where applicable) will be expected to attend monthly management meetings with the Purchaser's Representative, Project Leader and others, convened for the purpose of managing these Projects. The Project Leader will represent the Supplier's team responsible for executing the Works Project.

5.13.2. Community / Stakeholder Meetings

Where these are applicable, the Supplier will also be expected to contribute to and attend community / stakeholder meetings, presenting proposals at these forums, and taking cognisance of input from the various interested and affected parties where applicable.

5.13.3. Ad-Hoc Meetings

The Supplier will be expected to attend ad-hoc meetings from time to time, with the Purchaser, stakeholder groups, or service or other authorities, in order to address specific issues as and when the need arises.

5.13.4. General

The Supplier shall be represented at all meetings by preferably the Project Leader. The Supplier shall provide secretarial services (for record keeping purposes) at all management, community/stakeholder and ad-hoc meetings. Minutes of the Meetings shall be regarded as a deliverable and shall be provided to the Purchaser within a time period agreed on by the Purchaser but no later than **five** working days after the meeting.

5.14. QUALITY CONTROL

The Supplier must maintain and implement an internal quality control system for the provision of services and deliverables.

The Supplier must submit, with every Works Project Proposal, a quality plan for the proposed Works Project unless otherwise agreed with the Purchasers.

5.15. RETENTION OF DOCUMENTS

The Supplier must retain copies of documentation in all of the following formats:

- Un-editable electronic format such as PDF and;
- Editable working documents (e.g. .dwg, .rvt, .docx, .xlsx, .mpp)

When requested to do so by the Purchaser within the period of retention (five years), the Supplier submits any documents retained to the Purchaser within 7 days.

5.16. PROGRAMME REQUIREMENTS

The Supplier must provide a programme in an acceptable format for each Works Project. The format must be as agreed with the Purchaser's Representative and must be an hard copy and soft copy version.

An updated version must be provided when necessary to reflect changes in the programme and specifically delivery dates or milestones.

5.17. PROCEDURE FOR PAYMENT OF INVOICE

Further to clause 16.1.3 in Section C.6: Special conditions of Contract, the following procedure is recommended to assist both parties to expedite payment:

Step 1 The Supplier to submit a Draft invoice for payment against a Works Project to the Purchaser for review. The day of submission will be as agreed with the Purchaser. The draft invoice must be accompanied by the following:

- Environmental resources and details of time utilised for the payment period (time sheets);
- Summary of laboratory tests conducted (in sufficient detail), where applicable;
- Confirmation of deliverables achieved;
- Invoices for cost reimbursement items (where applicable).

Step 2 The Supplier's Project Manager must certify that all time and expenses invoices (including those of sub-consultant's) are true and correct.

Step 3 The Purchaser must review the draft within seven (7) days of receipt of the draft invoice and raise any queries.

Step 4 Once the draft invoice is approved, the Supplier must submit the final submission for payment which must include the documents listed above, amended where required, together with a Tax invoice (including the purchase order number).

Note 1: Failure by the Supplier to provide a tax invoice timeously, to match the approved invoice, may delay payment by the Purchaser and **no interest shall accrue**.

Note 2: Period for payment commences once the Draft Invoice has been submitted to the Purchaser including all of the required information as listed above.

Step 5 This "approved" Tax invoice can then be submitted to the Purchaser's Accounts Payable Department in accordance with clause 16.2 of the Special Conditions of Contract.

5.18. PROCEDURE FOR THE ALLOCATION OF WORKS PROJECTS

The procedures for the allocation of Works Projects are given in clause 36 of Section C.6: Special Conditions of Contract.

5.19. PERFORMANCE MONITORING

As required by section 116(2)(b) of the Local Government: Municipal Finance 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.

Non-performance or unsatisfactory performance and the consequences thereof are detailed in clause 5.10 in Section C.6 (Special Conditions of Contract). Note in particular, the right of the Purchaser, in such cases, to reduce the scope of the Works Project or NOT to offer subsequent Works Projects to the "Winner".

5.20. PENALTIES

Penalties applicable are detailed in clause 22.1 in Section C.6 (Special Conditions of Contract) for following failures:

- failure to meet deliverable dates;
- failure to supply bottles or cooler boxes;
- failure to handle samples correctly;
- failure to provide correct equipment during sampling survey;
- failure to arrange with the laboratory for the analysis requirements / logistics on a given day.

5.21. TRADE NAMES OR PROPRIETARY PRODUCTS

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”.

5.22. EMPLOYMENT OF SECURITY PERSONNEL

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

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 one (1) 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. The ‘services’ shall include water sampling (with associated equipment) and the testing of the samples. 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. A **Purchase Order** will be required before a **Works Project** can be executed once it has been approved.

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 South Africa).
- 1.29 **Project Cost (per Works Project)** means the price to be paid for the performance of the **Services** in accordance with the pricing data as reflected in the accepted amount of each **Works Project Agreement**.
- 1.30 **Period of Performance** means the period, relating to a **Works Project**, within which the Services are to be performed and completed, commencing from the **Start Date**. The period(s) of performance for these services will be defined in the **Works Project Agreement**

- 1.31 **Start Date** of the **Works Projects** means the date of the authorisation of the purchase order relating to any Works Project as recorded in the **Works Project Agreement**.
- 1.32 **Contract Period** means the period stated in the Contract, during which Works Projects may be allocated to the Supplier and for which Purchase Orders may be raised (issued) provided that such orders be completed prior to the expiry of the period. The **Contract Period** means the period of 36 months from the Commencement Date.
- 1.33 **Project Leader** means the duly nominated and qualified professional person (Key personnel or alternative approved by the Purchaser) provided by the Supplier to lead and coordinate a Works Project team.
- 1.34 **Price Schedules** means the accepted contract rates in Section C.4: Price Schedules, which will be used to compile a project cost to provide goods or services to be rendered for a Works Project.
- 1.35 **Alternative Bidder** means a supplier identified at the time of the award that will be considered for award should the appointed supplier (the winner) refuse the allocation of work offered in terms of the appointment.
- 1.36 **Winner** means the bidder appointed by the Purchaser under the Contract to be available to execute Works Projects as and when they arise.
- 1.37 **Works Project**
Task(s) to be performed by a Supplier under a contract agreement, of which the specific terms, conditions, and scope are specified in a Works Project Brief.
- 1.38 **Works Project Acceptance / Refusal Notice** is the formal notification, signed by the Supplier in accordance with the contract agreement, which was sent to the City, informing the City of the Supplier's decision to accept or refuse the opportunity afforded to it in a Works Project Brief.
- 1.39 **Works Project Brief** means the document which sets out, amongst other matters, the project description, scope, deliverables, time frames and other terms and conditions relevant to the particular project which is then offered to the Supplier to consider.
- 1.40 **Works Project Proposal** means the proposal/documents submitted by the Supplier confirming the scope and reflecting the Supplier's proposed methodology, resources, time frames, deliverables, milestones, costs and all other relevant information to address the Works Project Brief.
- 1.41 **Works Project Agreement** means the Agreement signed by the parties confirming the acceptance of the **Works Project Proposal** together with all other relevant information and recording the Start date, End date and project cost of the **Services** to be performed and completed within the Works Project. Any subsequent variations to be recorded in a revised agreement.

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 any 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;
 - 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 Finance 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.

5.10.2 Non-performance or unsatisfactory performance is required to be addressed by the Purchaser.

5.10.3 Non-performance or unsatisfactory performance by the Supplier on a Works Project includes, but is not limited to, the following:

- Failure to provide adequate and appropriate resources;
- Repeated failure to adhere to the agreed programme or time frames/milestones,
- Repeated failure to submit reports or other documents by the agreed dates;
- Repeated errors or significant monitoring errors;
- Other failures or actions on the part of the Supplier causing additional costs to the Purchaser or delays to the programme;
- Failures listed under clause 22.1 below;
- Combinations of the above.

5.10.4 The Supplier shall be scored against the prescribed assessment criteria and rating system set out per the City's contract performance rating scale, which may be amended from time to time. The current performance rating scale is per the table below.

Score	Values	Assessment
3	80-100	Outstanding Performance
2	50-79	Satisfactory Performance
1	1-49	Unsatisfactory Performance
0	0	Not applicable

5.10.5 Non-performance or unsatisfactory performance may result in penalties as detailed in clause 22.1 below.

5.10.6 Should non-performance or unsatisfactory performance continue on one or more Works Projects, the Purchaser reserves the right to consider the following actions:

- issue a written warning;
- require the Supplier to submit and implement a corrective action plan within a specified period;
- Reduce the scope of work of the Works Project;
- Cancel the Works Project;
- Offer the Works Project in question and/or subsequent Works Projects to the "Alternative Bidder".

5.10.7 In addition, if in the opinion of the Purchaser, the "Winner" is lacking capacity or the necessary skills for a particular Works Project and the Purchaser can provide substantive reasons; then the Purchaser reserves the right to offer subsequent Works Projects to the "Alternative bidder".

5.10.8 Before suspending the allocation of future Works Projects, the Purchaser shall provide the Supplier with written notice of the identified deficiencies and a reasonable opportunity to implement corrective measures, unless the nature of the default requires immediate intervention.

5.10.9 Where a Supplier receives an unsatisfactory performance rating for three (3) consecutive monthly assessments on a Works Project, this shall be deemed as a default by the Supplier in terms of clause 23 of the SCC.

5.10.10 The Purchaser may, after considering any representations made by the Supplier:

- suspend the allocation of future Works Projects to the Supplier and/or
- where permitted under the contract, terminate the relevant Works Project and arrange for the completion of the remaining Works by the alternative bidder.

7. Performance Security

Delete clause 7.1 to 7.4 and replace with the following:

Not Applicable. Tenderers must disregard the **Pro Forma Performance Security/ Guarantee** and are not required to furnish same.

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 or a specific Works Project. 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 or specific Works Project, 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 **R 20 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 case of Contracts for delivery of professional services, Professional indemnity insurance providing cover in an amount of not less than **R 5 million** in respect of each and every claim during the contract period.
- 11.2.5 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.
- 16.1.3 The Supplier is recommended to follow the procedure for the approval of the invoice as laid out in clause 5.17 of Section C.5 (Specifications).

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 goods / services / analyses 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	Goods / services / analyses yet to be provided and for which a deposit with order is required from the Supplier by a third party manufacturer / supplier / laboratory
Null	All overseas analyses as listed in Price Schedules 4C, 4D and 4E

16.6.2 The Supplier can only rely on advance payment being permitted by the Purchaser in respect of goods / services / analyses listed in the table above. The Purchaser may, however, permit advance payment for other goods / services 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 be provided up to **100%** 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. The rates which are stated in the Price Schedule shall be adjusted, as detailed below, on each anniversary of the date of commencement (recalculation date). No contract price adjustment shall be applied to Sums, Provisional Sums or on mark-ups on these items, namely Price Schedules Nos. 4D, 4E and 4F. For the purpose of contract price adjustment, the following provisions shall apply:

17.4.1 Time-based fees:

Time-based fees stated in the Price Schedules for resources (**Price Schedule No. 4A**) shall, unless otherwise stated in the Special Conditions of Contract, be adjusted in terms of this clause on each anniversary of the commencement date.

The adjustment to the time-based fees shall be equal to:

$$(\text{CPI}_{\text{In}} - \text{CPIs}) / \text{CPIs}$$

where CPIs = the indices specified in the Contract Data published in the month prior to the closing date of the tender (base date)

CPI_{In} = the indices specified in the Contract Data published in the month prior to the anniversary month of the commencement date

The indices are those contained in Table A of the P0141 Consumer Price Index for the **CPI for services** published by Statistics South Africa.

17.4.2 Disbursements:

Disbursement costs stated in **Price Schedule Nos. 4B.1 and 4G** (except for travelling items), unless otherwise stated in the Special Conditions of Contract, will be adjusted in terms of this clause on each anniversary of the commencement date.

The adjustment to the disbursements shall be equal to:

$$(\text{CPI}_{\text{In}} - \text{CPIs}) / \text{CPIs}$$

where CPIs = the indices specified in the Contract Data published in the month prior to the closing date of the tender (base date)

CPI_{In} = the indices specified in Contract Data published in the month prior to the anniversary month of the commencement date

The indices are those contained in Table A of the P0141 Consumer Price Index for the **CPI for services** published by Statistics South Africa.

17.4.3 Laboratory Analyses

The adjustment for the Laboratory Analyses (**Schedule Nos. 4B.2, 4B.3, 4B.4 and 4C**) shall be as described in clause 17.4.2 above **plus 2%** to cater for increases applicable to imported components required in the analyses.

17.4.4 Travelling rate

- a) The per kilometer rate for the reimbursement of travel expenses shall be adjusted annually, effective 1 March, according to the official travel rate published by the South African Revenue Services. This rate is currently R4.95/km (excluding VAT) for vehicles (all capacities).
- b) For 4 x 4 vehicles (all capacities), the per kilometer rate for the reimbursement of travel expenses shall be adjusted annually, effective 1 March, according to the official travel rate published by the Department of Transport (Tariffs for the use of Motor Transport - Category C, Diesel Engine Category 2001 to 2500 – Private; the base rate being March 2026). The rate is currently R5.75/km (excluding VAT). The Supplier must obtain the Purchaser's prior approval before using a 4 x 4 vehicle for any site journeys.

17.5 Variations in Rates of Exchange

Adjustment for variations in rates of exchange for imported goods / services shall be subject to Rate of Exchange Variations as per the schedule in Schedule F.1 (Rate of Exchange) of Annexure F (Tender Returnable Documents). The adjustments shall be based on the following:

- 17.5.1 The Tenderer shall have completed the schedule titled “**Price Basis for Imported Resources / Services**” in Schedule F.1 for all imported resources intended to be subject to variations in rates of exchange, subject to the following:
- (a) the value in foreign currency inserted in column (A) shall be subject to clause 17.5.5 when recalculating the Rand value,
 - (b) the rate of exchange inserted in column (B) shall be the closing spot selling rate quoted by Council's main banker, Nedbank, on the Base Date, rounded to the second decimal place, subject to sub-paragraph (c) below,
 - (c) if the rate of exchange inserted by the Tenderer differs from the Nedbank rate referred to above, then the Nedbank rate shall apply and the Rand value in columns (C) and (F) shall be recalculated accordingly, without altering the price in the Pricing Schedule for the relevant items, and
 - (d) if a quotation from a third party supplier or sub-contractor provides for variations in rates of exchange, the Supplier may only claim for variations in rates of exchange if he binds the third party supplier or sub-contractor to the same provision to take out forward cover as described in clause 17.5.2 below.
- 17.5.2 The Supplier shall within five working days from the date of placing a firm order on an overseas supplier, cover or recover forward by way of a contract with a bank which is an authorised foreign exchange dealer, the foreign exchange component of the cost of any imported resource or service inserted by the Tenderer in the schedule titled “**Price Basis for Imported Resources / Services**”.
- 17.5.3 When the Supplier so obtains forward cover, the Supplier shall immediately notify the Purchaser of the rate obtained and furnish the Purchaser with a copy of the foreign exchange contract note.
- 17.5.4 Based on the evidence provided in clause 17.5.3 above, the value in Rand inserted in column (C) of the schedule titled “**Price Basis for Imported Resources / Services**” shall be recalculated using the forward cover rate obtained, and any increase or decrease in the Rand value defined in clause 17.6 shall be adjusted accordingly, subject to clause 17.5.5 below.
- 17.5.5 The adjustments shall be calculated upon the value in foreign currency in the Supplier's **forward cover contract**, provided that, should this value exceed the value in foreign currency inserted in column (A) of the schedule titled “**Price Basis for Imported Resources / Services**”, then the value in column (A) shall be used.
- 17.6 Value of Imported resources / services at Base Date
- 17.6.1 The Rand value of imported resources inserted in the schedule titled “**Price Basis for Imported Resources / Services**” (column (F) shall be the value in foreign currency (column (A)) converted to South African Rand (column (C)) by using the closing spot selling rate quoted by Council's main banker, Nedbank, on the Base 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)).

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 perform on a Works Project or 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 or each occurrence (as applicable):

The penalties for this contract shall be as follows:

An "unsatisfactory" monthly rating (refer to clause 5.10):

If the Supplier's performance measured monthly on a Works Project is rated "unsatisfactory" as per clause 5.10, a penalty of R5 000 on that Works Project. This penalty may be imposed in addition to any of the penalties listed below.

Failure to meet deliverable or milestone date (as defined in the agreed Works Project Proposal):

Failure to adhere to timeframes without valid agreed upon reasons will result in the implementation of penalties.

- The penalty amount per day for each deliverable/milestone is R3 000 (to a maximum of 10% of the estimated Works Project value).
- A deliverable/milestone that is more than 14 days late will result in the issuing of a Breach Notice which will require the matter to be remedied within 14 days or such time as agreed to by the Purchaser.
- If the matter is not resolved within 14 days (or such time as agreed to by the Purchaser) of the issuing of the Breach Notice, the Purchaser may terminate the Works Project.

Failure to supply sampling bottles or cooler boxes:

The failure to supply sampling bottles or cooler boxes (including associated equipment) which leads to a delay in the sampling activities or the loss of samples will result in a R3 000 penalty for each occurrence.

Failure to handle samples correctly:

Failures which lead to the loss or damage of a sample(s) will result in a R3 000 penalty for each occurrence. Failures would include the following such as:

- cold-chain mismanagement,
- chain-of-custody mismanagement,
- incorrect sample bottles,
- Incorrect labelling of sample bottles resulting in discard,
- cross-contamination of samples,
- samples lost, damaged or leaked during transport,
- late delivery.

Failure to provide correct equipment during sampling survey:

This failure will result in a penalty of R3 000 for the survey/day

Failure to arrange with the laboratory for the analysis requirements/logistics on a given day:

If such a failure results in the loss / discard of sample(s), a penalty of R3 000 will be imposed for each occurrence.

- 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. Any failure in this regard may result in a delay in the processing of payments.
- 35.2 Chain-of-custody documentation to be kept on record by the Supplier and such documentation shall be available to the Purchaser on request.

36. Procedure for the Allocation of Works Projects

Note: In terms of the definition of the “Winner”, under normal conditions a Works Projects will be offered to the “Winner”. However, where in the opinion of the Purchaser, the “Winner” is lacking capacity or the necessary skills for a particular Works Project or where unsatisfactory or poor performance has been identified, in terms of clause 5.10.3 of the Special Conditions of Contract, the Purchaser reserves the right NOT to offer a Works Project to the “Winner” but rather to the “Alternative Bidder”.

The procedures for the allocation of Works Projects are summarised under the following steps:

- Step 1 The Purchaser’s Representative compiles a Works Project Brief and any terms and conditions associated for a particular works project. This Works Project Brief outlines the broad details of the project and includes, but is not limited to;
- Project description and Scope of Works;
 - deliverables,
 - any particular terms and conditions relevant to the particular Works Project.
 - Time frames/milestones and a required completion date.
- Step 2 The Purchaser issues the Works Project Brief to the designated representative of the “Winner”. If, at this stage the “Winner” declines/refuses the work due to a lack of capacity or other reason (by returning the Works Project Brief and confirming their declination), the Purchaser reserves the right to consider the “Alternative bidder” for this particular works project and the Purchaser proceeds to Step 8.

- Step 3 If the “Winner” accepts the work (by returning the Works Project Brief confirming acceptance), a project briefing session / site meeting is organised.
- Step 4 After the project briefing session / site meeting, the “Winner” / “Alternative Bidder” (as applicable) prepares and submits a Works Project Proposal (within the specified time) for approval by the Purchaser which must include the following documents:
- The Scope of the works;
 - A methodology - extent of methodology required will be dependent on scope of work (as advised by Purchaser);
 - A programme of the work;
 - Agreed time frames/milestones;
 - Proposed resources (project team);
 - Proposed laboratory / laboratories (where applicable);
 - A list of CVs for each of the project team members together with their company's name;
 - Resource-based costing; (ie. tasks, staff allocation, hours and rates);
 - A cost proposal which includes the cost of any associated fees and services.
- Step 5 Following submission of these documents, the Purchaser will review the Works Project Proposal.
- If the Purchaser is satisfied with the Works Project Proposal, the Purchaser will proceed to Step 10.
 - If the Purchaser is not satisfied, the parties proceed to Step 6 (Consultations).
- Step 6 If the Purchaser is not satisfied with the Works Project Proposal, consultations will proceed between both parties (Purchaser and “Winner” / “Alternative Bidder”).
- If matters are unresolved after consultations, the Purchaser will then proceed to Step 7.
 - If matters are resolved after consultations, the Works Project Proposal must be revised by the “Winner” / “Alternative Bidder” and submitted to the Purchaser for final approval. On approval, the Purchaser will proceed to Step 10.
- Step 7 If consultations are unresolved, the Purchaser will then consider continuing with the project with the “Alternative Bidder” and will prepare the Works Project Brief accordingly and proceed to Step 8.
- Step 8 The Purchaser will issue the Works Project Brief to the “Alternative Bidder”.
- If, at this stage, the “Alternative Bidder” declines the work due to a lack of capacity or other reason (by returning the Works Project Brief and confirming their declination), the Purchaser can consider alternative procurement procedures.
 - If the “Alternative Bidder” accepts the work (by returning the Works Project Brief confirming acceptance), the Purchaser proceeds to Step 9
- Step 9 On acceptance by the “Alternative Bidder”, a project briefing session/site meeting is organised. After the project briefing session, the process moves to Step 4.
- Step 10 If the Works Project Proposal is accepted, the parties will sign the Works Project Agreement which will confirm the start and end date for the Works Project and the associated project cost and the work can begin.

Any subsequent changes to the project cost or the Period of Performance shall be fully motivated by the Supplier and, if approved by the Purchaser, the revised details shall be recorded in a revised Works Project Agreement.

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.

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.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser, and shall be in one of the following forms:
 - a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - b) A cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than 30 (thirty) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in the SCC.

8. Inspections, tests and analyses

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights

shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

10. Delivery and documents

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

- 10.2 Documents to be submitted by the supplier are specified in the SCC.

11. Insurance

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

12. Transportation

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

13. Incidental Services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services (if any) specified in the SCC:

- (a) performance or supervision of on-site assembly, and/or commissioning of the supplied goods;
- (b) furnishing of tools required for the assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the Parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other Parties by the supplier for similar services.

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect arising from design, materials, or workmanship (except when the design

and/or material is required by the purchaser's specifications), or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

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

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

15.4 Upon receipt of such notice, the supplier shall, within the period specified in the SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in the SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

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

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

16.4 Payment will be made in Rand unless otherwise stipulated in the SCC.

17. Prices

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

18. Contract Amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

21.2 If at any time during the performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation

and may at his or her discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the Parties by amendment of contract.

- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure, outside of the contract, small quantities of supplies; or to have minor essential services executed if an emergency arises, or the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and, without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than 14 (fourteen) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 14 (fourteen) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer/Authority will, at the discretion of the Accounting Officer/Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person is or was, in the opinion of the Accounting Officer/Authority, actively associated.

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of Liability

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

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

29. Governing language

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

30. Applicable Law

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

31. Notices

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

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

32. Taxes and Duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act, Act 89 of 1998, as amended, an agreement between or concerted practice by firms, or a decision by an association of firms, is prohibited if it is between Parties in a horizontal relationship and if a bidder(s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act, Act 89 of 1998.
- 34.3 If a bidder(s) or contractor(s) has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding 10 (ten) years and/or claim damages from the bidder(s) or contractor(s) concerned.

C.8 ANNEXURES

Annexure A – Pro Forma Insurance Broker's Warranty

Broker Logo

Letterhead of supplier's Insurance Broker

Date _____

CCT
City Manager
Civic Centre
12 Hertzog Boulevard
Cape Town
8000

Dear Sir

TENDER NO.: **87C/2026/27**

TENDER DESCRIPTION: **MARINE AND COASTAL WATER QUALITY MONITORING FOR THE ENVIRONMENTAL MANAGEMENT DEPARTMENT OF THE CITY OF CAPE TOWN**

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)

Annexure B – Monthly Project Labour Report

ANNEX 1

CITY OF CAPE TOWN MONTHLY PROJECT LABOUR REPORT



Instructions for completing and submitting forms

General

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

Project Details

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

Beneficiary Details and Work Information

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

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

Submission of Forms

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

PROJECT DETAILS

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

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

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

MONTHLY PROJECT LABOUR REPORT



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

BENEFICIARY DETAILS AND WORK INFORMATION

CONTRACT OR WORKS PROJECT NUMBER:				Year Month		Sheet 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)	(11) Contract start date (DDMMYY)	(11) Contract end date (DDMMYY)	(12) No. days worked this month (excl. training)	(13) Training days	(14) Rate of pay per day (R - c)
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												
										0	0 R	-
Declared by Contractor or Vendor to be true and correct:		Name _____ Date _____				Signature _____						
Received by Employer's Agent / Representative:		Name _____ Date _____				Signature _____						

Annexure C - Pro Forma Performance Security/ Guarantee

GUARANTEE PERFORMANCE SECURITY

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address of Guarantor:

"Supplier" means:

"Contract Sum" means: The accepted tender amount (INCLUSIVE OF VAT) of R

Amount in words:

"Guaranteed Sum" means: The maximum amount of R

Amount in words:

"Contract" means: The agreement made in terms of the Form of Offer and Acceptance for tender no ...and such amendments or additions to the contract as may be agreed in writing between the Parties.

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Guarantee/Performance Security up to and including the termination of the Contract or the date of payment in full of the Guaranteed Sum, whichever occurs first.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Guarantee/Performance to "Contract" is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 Its obligation under this Guarantee/Performance Security is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the CCT the sum due and payable upon receipt of the documents identified in 4.1 to 4.2:
 - 4.1 A copy of a first written demand issued by the CCT to the Supplier stating that payment of a sum which is due and payable has not been made by the Supplier in terms of the Contract and failing such payment within seven (7) calendar days, the CCT intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the CCT to the Guarantor at the Guarantor's physical address with a copy to the Supplier stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum has still not been paid.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the CCT the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the CCT to the Guarantor at the Guarantor's physical address calling up this Guarantee / Performance Security, such demand stating that:
 - 5.1 The Contract has been terminated due to the Supplier's default and that this Guarantee/Performance Security is called up in terms of 5; or
 - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Supplier and that the Guarantee/Performance Guarantee is called up in terms of 5; and

- 5.3 The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the CCT shall upon the termination date of the Contract, submit an expense account to the Guarantor showing how all monies received in terms of this Guarantee/Performance Security have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Guarantee/Performance Security shall bear interest at the prime overdraft rate of the CCT's bank compounded monthly and calculated from the date payment was made by the Guarantor to the CCT until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. The CCT shall have the absolute right to arrange its affairs with the Supplier in any manner which the CCT may deem fit and the Guarantor shall not have the right to claim his release from this Guarantee /Performance Security on account of any conduct alleged to be prejudicial to the Guarantor.
10. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
11. This Guarantee/Performance Security is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee / Performance Security shall be returned to the Guarantor after it has expired.
12. This Guarantee/Performance Security, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
13. Where this Guarantee/Performance Security is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

Approved Financial Institution as at 13 August 2025:

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
Old Mutual Alternative Risk Transfer Insure Limited (OMART Insure)
New National Assurance Company Limited
PSG Konsult Ltd (previously Absa Insurance)
Regent Insurance Company Limited
Renasa Insurance Company Limited
Santam Limited

Annexure D - Pro Forma Advance Payment Guarantee

ADVANCE PAYMENT GUARANTEE

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address of guarantor:

"Supplier" means:

"Contract Sum" means: The accepted tender amount (INCLUSIVE of VAT) of R

Amount in words:

"Contract" means: The agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the Parties.

"Plant and materials" means: The Plant and materials in respect of which an advance payment prior to manufacture is required, which the CCT has agreed may be subject to advance payment, such Plant and materials being listed in the Schedule of Plant and materials.

"Schedule of Plant and materials" means: A list of Plant and materials which shows the value thereof to be included in the Guaranteed Advance Payment Sum.

"Guaranteed Advance Payment Sum" means: The maximum amount of R.....

Amount in words:

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Advance Payment Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Advance Payment Guarantee and up to and including the termination of the Contract or the date of payment in full of the Guaranteed Advance Payment Sum, whichever occurs first.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Advance Payment Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 Its obligation under this Advance Payment Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the CCT the sum advanced to the Supplier upon receipt of the documents identified in 4.1 to 4.2:
 - 4.1 A copy of a first written demand issued by the CCT to the Supplier stating that payment of a sum advanced by the CCT has not been repaid by the Supplier in terms of the Contract ("default") and failing such payment within seven (7) calendar days, the CCT intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the CCT to the Guarantor at the Guarantor's physical address with a copy to the Supplier stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of 4.1 and the sum advanced has still not been repaid by the Supplier.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the CCT the Guaranteed Advance Payment Sum or the full outstanding balance not repaid upon receipt of a first written demand from the CCT to the Guarantor at the Guarantor's physical address calling up this Advance Payment Guarantee, such demand stating that:

- 5.1 *the Contract has been terminated due to the Supplier's default and that this Advance Payment Guarantee is called up in terms of 5; or*
- 5.2 *a provisional or final sequestration or liquidation court order has been granted against the Supplier and that the Advance Payment Guarantee is called up in terms of 5; and*
- 5.3 *The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.*
6. *It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.*
7. *Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.*
9. *The CCT shall have the absolute right to arrange its affairs with the Supplier in any manner which the CCT may deem fit and the Guarantor shall not have the right to claim his release from this Advance Payment Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.*
10. *The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.*
11. *This Advance Payment Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.*
12. *This Advance Payment Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.*
13. *Where this Guarantee/Performance Security is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.*

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

Annexure F - Tender Returnable Documents

Schedule F.1: Contract Price Adjustment and Rate Of Exchange

- For Contract Price Adjustment refer to clause 17.4 in Section C.6 (Special Conditions of Contract)
- For Rate of Exchange refer to clause 17.5 in Section C.6 (Special Conditions of Contract)

* State Customs Duty Tariff Reference for each item

Note that any Resources not inserted in this schedule shall be deemed to be manufactured / supplied in South Africa for the purposes of Contract Price Adjustment. The BASE DATE referred to in column (B) will be 7 calendar days before tender closing.

SIGNED ON BEHALF OF TENDERER:

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 this tender is the 80/20 preference point system.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

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
Pmin = Price of lowest 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 (SG) – Points Allocated and Claimed

Tenderers must indicate the preference points claimed for each specific goal applicable to them, for the purposes of this tender.

(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.

The specific goals allocated points in terms of this tender	To be Completed by the Organ of State	
	Number of points Allocated (80/20 system)	Number of points claimed (80/20 system)
Promotion of Micro and Small Enterprises	8	
Enterprise Supplier Development and Socio-Economic Development	6	
Skills Development <u>OR</u> Employee Share Scheme	6	

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

#	Specific goals allocated points	Preference Points (80/20)
1	Promotion of Micro and Small Enterprises <i>Micro and Small enterprises as per National Small Enterprise Act, 1996 (Act No.102 of 1996)</i> <i>SME partnership, sub-contracting, joint venture or consortiums</i>	8
2	Enterprise Supplier Development and Socio Economic Development <i>> 15% of total expenditure = 6 points</i> <i>> 12% up to 15% of total expenditure = 5 points</i> <i>> 9% up to 12% of total expenditure = 4 points</i> <i>> 6% up to 9% of total expenditure = 3 points</i> <i>> 3% up to 6% of total expenditure = 2 points</i> <i>>= 1% up to 3% total expenditure = 1 points</i> <i>< 1% of total expenditure = 0 points</i>	6
3	Skills Development OR Employee Share Scheme Skills Development <i>> 5% of total expenditure = 6 points</i> <i>> 4% up to 5% of total expenditure = 5 points</i> <i>> 3% up to 4% of total expenditure = 4 points</i> <i>> 2% up to 3% of total expenditure = 3 points</i> <i>> 1% up to 2% of total expenditure = 2 points</i> <i>>= 0.5% up to 1% of total expenditure = 1 points</i> <i>< 0.5% of total expenditure = 0 points</i> OR Employee Share Scheme <i>> 15% employee ownership = 6 points</i> <i>> 12% up to 15% employee ownership = 5 points</i> <i>> 9% up to 12% employee ownership = 4 points</i> <i>> 6% up to 9% employee ownership = 3 points</i> <i>> 3% up to 6% employee ownership = 2 points</i> <i>>= 1% to 3% employee ownership = 1 points</i> <i>< 1% employee ownership = 0 points</i>	6
	Total points	20

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.		
SIGNATURE OF CCT OFFICIALS AT TENDER OPENING		
1.	2.	3.

Table 2: Specific Goals – Declaration by the Tenderer

Tenderers must complete this table to declare the amounts and percentages applicable to the specific goals they are claiming.

NB: In completing Table 2 below, please consult **Notes for Verification** below

The specific goals allocated points in terms of this tender	To be Completed by the Tenderer	
	Refer to “Notes for verification”	Amount Declared (excluding VAT)
<u>SG1</u> Promotion of Micro and Small Enterprises	(i) Total Turnover	
<u>SG2</u> Enterprise Supplier Development and Socio Economic Development	(ii) Total Enterprise Supplier Development Expenditure	
	(iii) Total Socio Economic Development Expenditure	
	(iv) Total Expenditure	
<u>SG3.1</u> Skills Development	(v) Total Skills Development Expenditure	
	(vi) Total expenditure	
OR <u>SG3.2</u> Employee Share Scheme	(vii) Employee Share Scheme Ownership %	

Tenderer Confirmation:

I confirm that the amounts declared in Table 2 above are accurate and in accordance with the *‘The Broad-Based Black Economic Empowerment (B-BBEE) Act 53 of 2003, as amended.* .

Signature of Tenderer (Authorised to represent the tenderer)	Date	Name and Surname	Address

Notes for Verification:

All amounts disclosed should be as per the most recent Annual Financial Statements (not older than 12 months) and defined as per the B-BBEE Act

- SG1 – Specific Goal 1
Promotion of Micro and Small Enterprises
 (i) Total Turnover
 Micro enterprises with a turnover of up to R20million and Small enterprises with a turnover up to R80 million, as per National Small Enterprise Act, 1996 (Act No.102 of 1996)
- SG2 – Specific Goal 2
Enterprise Supplier Development and Socio-Economic Development
 (ii) Total Enterprise Supplier Development Expenditure
 Qualifying expenditure as defined in the B-BBEE Act: Statement 400 "THE GENERAL PRINCIPLES FOR MEASURING ENTERPRISE AND SUPPLIER DEVELOPMENT"

 (iii) Total Enterprise Socio Economic Development Expenditure
 Qualifying expenditure as defined in the B-BBEE Act: Statement 500 "THE GENERAL PRINCIPLES FOR MEASURING THE SOCIO - ECONOMIC DEVELOPMENT ELEMENT"

 (iv) Total Expenditure
 Total Expenditure as per the most recent Annual Financial Statements (not older than 12 months)
- SG3.1 – Specific Goal 3
Skills Development
 (v) Total Skills Development Expenditure
 Qualifying expenditure as defined in the B-BBEE Act: Statement 300 "THE GENERAL PRINCIPLES FOR MEASURING SKILLS DEVELOPMENT"

 (vi) Total expenditure
 Total expenditure as per the most recent Annual Financial Statements (not older than 12 months)
- SG3.2 – Specific Goal 3
Employee Share Scheme
 (vii) Employee Share Scheme Ownership %
 Total employee ownership as per employee share certificate at the date of tender closing.

The below table (Table 3) must be completed by a B-BBEE Verification Agency (*Note 1) **OR** Commissioner of Oaths

(Refer to *Note 3.2 for the detailed declaration):

Table 3:

Signature and Stamp	Date	Name and Surname	Address

Note 1*1.1 Tendering entity that undergoes B-BBEE verification**

- Where a tendering entity undergoes B-BBEE verification, a B-BBEE certificate valid as at the date of tender closing, must be attached to the bid submission or must be made available upon request within the specified period.
- All amounts disclosed in Table 2, should be amounts used in the B-BBEE verification process undergone by the tendering entity
- The B-BBEE verification agency must complete Table 3 above, to confirm the following amounts disclosed by the bidder in Table 2:
 - (ii) Total Enterprise Supplier Development Expenditure;
 - (iii) Total Socio Economic Development Expenditure;
 - (v) Total Skills Development Expenditure
- Where the tendering entity is a Joint Venture/ Consortium, the amounts in Table 2 must be consolidated, with an accompanying consolidated B-BBEE certificate valid as at the date of tender closing must be attached to the bid submission or must be made available upon request within the specified period.

1.2 If the tendering entity does not undergo B-BBEE verification and qualifies as a B-BBEE Qualifying Small Enterprise (QSE) and Exempted Micro-Enterprises (EME)

- Table 3 must be completed by a Commissioner of Oaths to confirm the following amounts disclosed by the bidder in Table 2:
 - (ii) Total Enterprise Supplier Development Expenditure;
 - (iii) Total Socio Economic Development Expenditure;
 - (v) Total Skills Development Expenditure

Note 2*2.1 The tendering entity must attach with the bid submission or must be made available upon request within the specified period; the most recent (where applicable) audited financial statements to enable validation of the following amounts disclosed by the bidder in Table 2:**

- (i) Total Turnover
- (iv) Total Expenditure
- (vi) Total expenditure

2.2 Companies who are required to be audited by legislation, must submit audited financial statements, not older than 12 months with the bid submission or must be made available upon request within the specified period.

***Note 3**

Sworn affidavit to be deposed by the Commissioner of Oaths to the QSE or EME.

I, the undersigned,

Full Name and Surname (Authorised to represent the tenderer)	
Identity Number	

Hereby declare under oath as follows

3.1 The contents of this statement are to the best of my knowledge a true reflection of facts.

3.2 I am a Member/ Director/ Owner of the following enterprise and am duly authorised to act on its behalf.

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, Pty (Ltd), Sole Prop etc):	
Nature of Business:	

3.3 I hereby declare under oath that based on the Financial Statements / Management Accounts and information available on the latest financial year end _____

3.3.1 The annual Total Revenue was less than R50 000 000.00 (Fifty Million Rand);

3.3.2 The following amounts disclosed in Table 2 are accurate, complete, consistent with the BBBEE Act (see Notes for Verification) and based on the Financial Statements / Management Accounts and information available on the latest financial year end _____

As per Table 2	Amount Declared (excluding VAT)
(ii) Total Enterprise Supplier Development Expenditure	
(iii) Total Socio Economic Development Expenditure	
(iv) Total Expenditure	
(v) Total Skills Development Expenditure	

As per Table 2	Amount Declared (excluding VAT)
(vi) Total expenditure	
(vii) Employee Share Scheme Ownership %	

3.4 I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent I this matter.

3.5 The sworn affidavit will be valid for a period of 12 months from the date signed by the commissioner.

Commissioner of Oaths

Signature, Date and Stamp

Deponent Signature and Date

3.6 KEY NOTES OF DETERMINING VALIDITY OF SWORN AFFIDAVITS

BBBEE Certificates/ Sworn Affidavits	Returnable for declaration requirement must be attached with the bid submission or must be made available upon request within the specified period - Certified and Valid copy of BBBEE Certificate issued by a SANAS Accredited Verification Agent, or - Certified and Valid copy of Sworn Affidavit for either EME or QSE (see key notes below to determine Validity of a Sworn Affidavit); or - Valid copy of BBBEE Certificate issued by CIPC for EME's only KEY NOTES OF DETERMINING VALIDITY OF SWORN AFFIDAVITS Tenderers submitting Sworn Affidavits must ensure that the affidavits meet the following key pointers to ensure their validity: (a) Name/s of deponent as they appear in the identity document and the identity number. (b) Designation of the deponent as the Director/ Member must be indicated in order to know that person is duly authorised to depose of an affidavit (mark the applicable option). (c) Name of enterprise as per enterprise registration documents issued by CIPC, where applicable, and enterprise business address.
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	(d) Amounts as per Table 2 must be inserted (No blank spaces to be left). (e) Indicate total revenue for the year under review and whether it is based on audited financial statements or management accounts (mark the applicable option). (f) Financial year end as per the enterprise's registration documents, which was used to determine the total revenue (financial year end to be stipulated by day/ month/ year). (g) Date deponent signed and date of Commissioner of Oath must be the same. (The sworn affidavit must be signed in the presence of the Commissioner of Oath. Furthermore the Commissioner must also sign and stamp). (h) Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest. If the relevant documentation/ information as stipulated in the enquiry is not submitted and/or does not meet the above requirements; tenderers will be disqualified.
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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 state¹, or
 - 1.2 if the person is not a natural person, of which any director, manager or principal shareholder or stakeholder is in the service of the state, or
 - 1.3 from persons, or entities of which any director, manager or principal shareholder or stakeholder, has been in the service of the City of Cape Town (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, shareholder²): _____
 - 3.4 Company or Close Corporation Registration Number: _____
 - 3.5 Tax Reference Number: _____
 - 3.6 VAT Registration Number: _____
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars: _____
 - 3.9 Have you been in the service of the state for the past twelve months? **YES / NO**
 - 3.9.1 If yes, furnish particulars: _____
 - 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
 - 3.10.1 If yes, furnish particulars: _____
 - 3.11 Are you, aware of any relationship (family, friend, other) between any other tenderer and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
 - 3.11.1 If yes, furnish particulars: _____
 - 3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
 - 3.12.1 If yes, furnish particulars: _____

- 3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
 3.13.1 If yes, furnish particulars: _____
- 3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? **YES / NO**
 3.14.1 If yes, furnish particulars: _____
- 3.15 Have you, or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company been in the service of the 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:
 On behalf of the tenderer (duly authorised)

 Date

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

² Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

Schedule 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	Is the tenderer or any of its directors/members listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
2.1.1	If so, furnish particulars:		
2.2	Is the tenderer or any of its directors/members listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or Database of Restricted Suppliers? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
2.2.1	If so, furnish particulars:		
2.3	Was the tenderer or any of its directors/members convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
2.3.1	If so, furnish particulars:		
Item	Question	Yes	No

2.4	Does the tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
2.4.1	If so, furnish particulars:		
2.5	Was any contract between the tenderer and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
2.5.1	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 **87C/2026/27** and tender description: **MARINE AND COASTAL WATER QUALITY MONITORING FOR THE ENVIRONMENTAL MANAGEMENT DEPARTMENT OF THE CITY OF CAPE TOWN**

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 consortium¹ will not be construed as collusive price quoting.
7. In particular, without limiting the generality of paragraphs 5 and 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation);
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit a tender;
 - (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - (f) tendering with the intention not to win the contract.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.
9. The terms of this tender have not been and will not be disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act, Act 89 of 1998, and/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

(¹ Consortium: Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.)

Schedule F.10: Proposed Deviations And Qualifications By Tenderer

The Tenderer should record any **proposed** deviations or qualifications they may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such proposed deviations and qualifications in a covering letter attached to his tender and reference such letter in this schedule. Any proposed deviations or qualifications contained in a covering letter which is not referenced in this schedule will not be considered.

The Tenderer's attention is drawn to clause 2.3.7. of the Conditions of Tender in Section T.2 regarding the CCT's handling of material deviations and qualifications.

If no deviations or qualifications are proposed, the schedule hereunder is to be marked NIL and signed by the Tenderer.

[illegible]

List relevant documentation attached in Schedule F.10 below.

Signature _____

Date _____

Print name:

On behalf of the tenderer (duly authorised)

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.		

Attach additional pages if more space is required.

Signature

Date

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

Schedule F.12: Record of Addenda to Tender Documents

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

Date

Print name:

On behalf of the tenderer (duly authorised)

Schedule F.13: Information to be provided by Tenderer
--

The following information shall be provided with the Tender submission:

1. Schedule F.13A: Tenderer's Work Experience
2. Schedule F.13B: Key Personnel Experience

Schedule F.13A: Tenderer's Work Experience

The tenderer is referred to clause 2.2.1.1.4, Part A of T.2.2: Tenderer's obligations and shall indicate on the schedule below all relevant projects that have been successfully completed in their **office**. Where the entity tendering is a joint venture, the track record of each party to the joint venture must be submitted as part of this schedule (additional pages may be added if necessary).

Note 1: For Water Quality monitoring projects, provide list of sampling sites, sampling activities, equipment used, duration of sampling project (Use separate sheet if necessary)

Note 2: Submit "Relevant information"

CRITERION 1	Tenderer's Work Experience	- The first line in the table below is illustrative of the manner in which information must be presented to attain optimum scoring outcomes. - Relevant Projects (Type 1 or Type 2) to be listed in chronological order. - Project duration minimum 6 months. - Entity must have acted as Principal Consultant or Project Lead on the project.		
Name of Tendering entity:		<table border="1"> <tr> <td>PAGE(S) FOR WORK EXPERIENCE</td> </tr> <tr> <td>_____ OF _____</td> </tr> </table>	PAGE(S) FOR WORK EXPERIENCE	_____ OF _____
PAGE(S) FOR WORK EXPERIENCE				
_____ OF _____				

Project Name and Employer (For JV, state JV party name)	Description of Relevant Project	Professional services rendered by the Tenderer (Note 1, Note 2)	Project Start Date	Project Completion Date	Duration (months)	Project Reference (name, company, active phone number and email address)
Long-Term Marine and Coastal Water Quality Monitoring Programme Client: Walvis Bay Municipality	Implementation of a marine and coastal water quality monitoring programme to assess compliance with coastal discharge permit requirements. The project included routine marine water quality sampling (enterococci and physicochemical parameters), laboratory analysis, ecological assessments, trend analysis and regulatory reporting.	Principal Consultant responsible for programme design and implementation. Services included CTD profiling, water sampling using a niskin bottle, laboratory coordination, QA/QC, data management, statistical analysis, interpretation of results, compliance assessments, annual reporting and stakeholder engagement. Equipment included multiparameter CTDs, Niskin bottles and sampling vessels.	October 2016	25 Nov 2017	13 months	Name: John Dow- Project Manager Contact Details: +27 710 000 000, email: johndow@walvismun.gov.za
1						

SCHEDULE F.13A: TENDERER'S WORK EXPERIENCE (CONTINUED)

CRITERION 1	Tenderer's Work Experience
--------------------	-----------------------------------

PAGE(S) FOR WORK EXPERIENCE
_____ OF _____

Project Name and Employer (For JV, state JV party name)	Description of Relevant Project	Professional services rendered by the Tenderer (Note 1, Note 2)	Project Start Date	Project Completion Date	Duration (months)	Project Reference (name, company, active phone number and email address)
2						
3						
4						
5						

Number of sheets appended by the tenderer to **this Schedule** (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER:

Schedule F.13B: Key Personnel Experience

Refer clause 2.2.1.1.4, Part B of T.2.2: Tenderer's obligations

CRITERION 2		NATURAL SCIENTIST Experience		- The first line in the table below is illustrative of the manner in which information must be presented to attain optimum scoring outcomes. - Relevant Projects (Type 1 only) to be listed in chronological order with reference to relevant experience only	
FIRST NAME & SURNAME		State Field of practice (eg. marine, environmental, etc)	Qualifiactions [State degree(s), if more than initial] (Note 3)		PAGE FOR THIS CRITERION
			• Initial degree • Date obtained	• Highest • Date obtained	
					1 of _____

Note 1: For Water Quality monitoring projects, provide list of sampling sites, sampling activities, equipment used, duration of sampling project (Use separate sheet if necessary)

Note 2: Submit "Relevant information"

Note 3: Attach Degree certificate(s) and short CV (Maximum 5 pages)

Detailed Project Description (include details of Relevant project) (Note 1)	DURATION OF PERSONAL INVOLVEMENT			Details of involvement and responsibilities (Note 1, Note 2)	Client Reference and Contact Details
	Start date (month/year)	End date (month/year)	Duration (months)		
Coastal Water Quality Monitoring and Compliance Assessment for Industrial Effluent Discharge Permit. Included water quality, sediment and benthic habitat monitoring.	Feb 2022	August 2022	6 mnths	Project Manager. Responsible for planning and executing field surveys, supervising technical staff, CTD and sediment survey oversight, data analysis, compliance assessment and preparation of reports for regulatory submission.	Name: John Dow- Project Manager Contact Details: +27 710 000 000, email: johndow@capetown.gov.za
1					

SCHEDULE F.13B: KEY PERSONNEL EXPERIENCE (CONTINUED)

(Duplicate page for additional projects)

CRITERION 2	NATURAL SCIENTIST Experience (continued)
--------------------	---

PAGE FOR THIS CRITERION
_____ OF _____

	Detailed Project Description (include details of Relevant project) (Note 1)	DURATION OF INVOLVEMENT			Details of involvement and responsibilities	Client Reference and Contact Details
		Start date (month/year)	End date (month/year)	Duration (months)		
2						
3						

Number of sheets appended by the tenderer to **this Schedule** (If nil, enter NIL).**SIGNED ON BEHALF OF TENDERER:**

Schedule F.14A: Laboratory Information (Microbiological analysis)

Refer clause 5.3.1.1 (a) of Section C.5: Specifications

Note 1: For each water matrix (seawater, estuarine waters and freshwater), all microbiological analyses shall be undertaken by a single SANAS-accredited laboratory to ensure methodological consistency and data comparability, unless prior written approval is granted by the City.

Note 2: ATTACH ACCREDITATION FOR APPLICABLE TESTS

Name of Tendering entity (For JV, state JV party name)	
--	--

WATER MATRIX	MICROBIOLOGICAL ANALYTE	PROPOSED LABORATORY	SANAS ACCREDITATION FOR APPLICABLE TESTS ATTACHED (Note 2) (Yes / No)	REPORTING LIMIT AND UNIT
Seawater	Intestinal enterococci			
Estuarine waters	E. coli			
	Intestinal enterococci			
Freshwater	E. coli			
	Intestinal enterococci			

Number of sheets appended by the tenderer to **this Schedule** (If nil, enter **NIL**).

SIGNED ON BEHALF OF TENDERER:

Schedule F.14B: Laboratory Information (Other analyses)

Note: The Tenderer shall complete the table below for each proposed laboratory and provide the applicable limit of detection (LOD) or method detection limit (MDL), including the unit, for each analysis. Where an analysis comprises a suite, the Tenderer may provide an LOD or MDL range reflecting the lowest and highest analyte-specific limits within the proposed suite. The Tenderer shall also confirm whether the proposed laboratory is accredited for each analysis and matrix and identify the applicable accreditation body.

Name of Tendering entity (For JV, state JV party name)	
--	--

ANALYSIS / ANALYTE	MATRIX	PROPOSED LABORATORY	ACCREDITATION STATUS FOR APPLICABLE TEST (SANAS OR EQUIVALENT INTERNATIONAL)	LOD / MDL (& UNIT)
Total suspended solids (TSS)	Seawater			
Metals suite	Seawater			
Nutrient suite	Seawater			
Chlorine	Treated wastewater effluent			
Grain size & particle size distribution	Sediment			
Total organic carbon (TOC)	Sediment			
Metals suite	Sediment			
Petroleum hydrocarbons (TPH; long- and short-chain fractions)	Sediment			
Volatile organic compounds (VOC) suite (multiple compounds)	Sediment			
Polycyclic aromatic	Sediment			

ANALYSIS / ANALYTE	MATRIX	PROPOSED LABORATORY	ACCREDITATION STATUS FOR APPLICABLE TEST (SANAS OR EQUIVALENT INTERNATIONAL)	LOD / MDL (& UNIT)
hydrocarbons (PAHs)				
Phenols	Sediment			
Metals suite	Fish tissue			
Metals suite	Rock lobster tissue			
Metals suite	Mussel tissue			
Total lipid content	Biological tissue			

Number of sheets appended by the tenderer to **this Schedule** (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER:

Schedule F.15: Appeal Application
--

ANNEXURE 'A'

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
(CASHIER TO RETAIN A COPY)

RECEIPT NO: _____

DATE: _____

SAP GL:

8	1	0	1	0	0
---	---	---	---	---	---

PROFIT CENTRE:

1	3	0	5	0	0	0	1
---	---	---	---	---	---	---	---

NAME/COMPANY NAME:

--

AMOUNT:

						R	3	0	0	-	0	0
--	--	--	--	--	--	---	---	---	---	---	---	---

SERVICE DEPARTMENT DETAILS-**DEPARTMENT:** LEGAL SERVICES; APPEALS UNIT**EMAIL;** MSA.Appeals@capetown.gov.za

Schedule F.16: Site Information

Pages

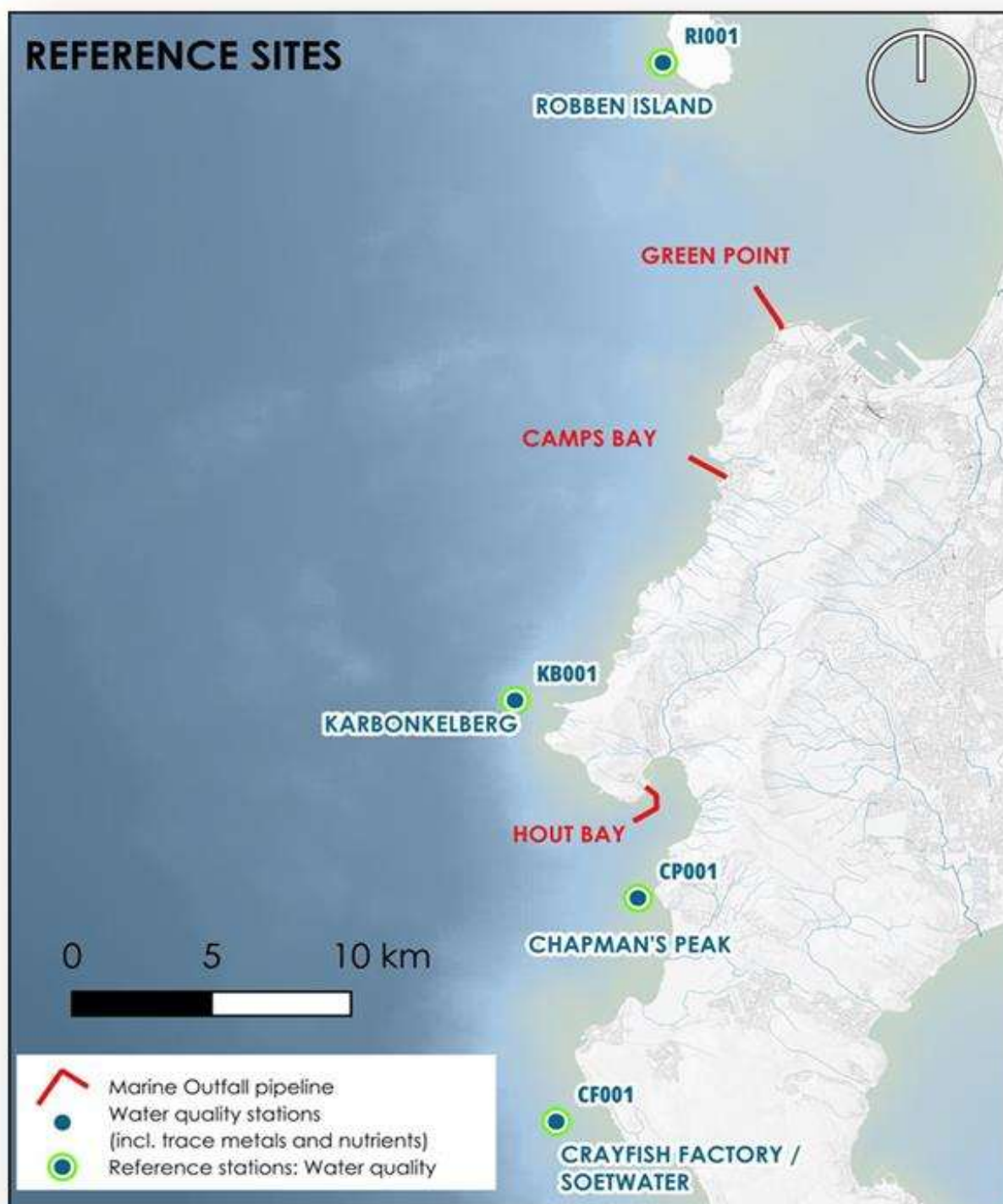
F.16.1 Locations of Water Quality monitoring sites:

- Layout 1: Locations of Routine WQ monitoring sites around the coast.... 140
- Layout 2: Outfall Monitoring: Location of outfalls and Reference sites 141
- Layout 3: Green Point Outfall 142
- Layout 4: Camps Bay Outfal 143
- Layout 5: Hout Bay Outfall 144

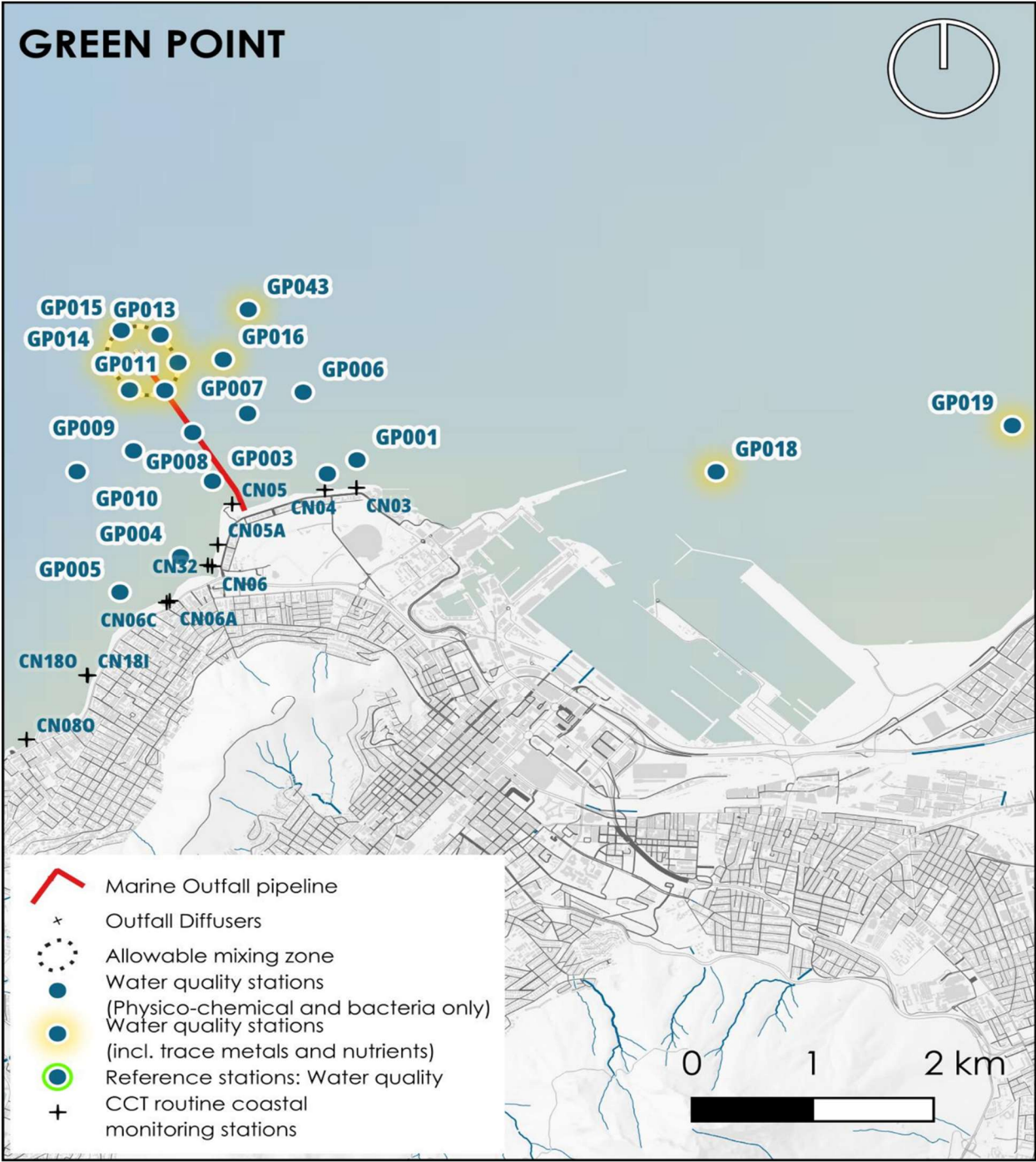


LAYOUT 1: LOCATIONS OF ROUTINE WQ MONITORING AROUND COAST

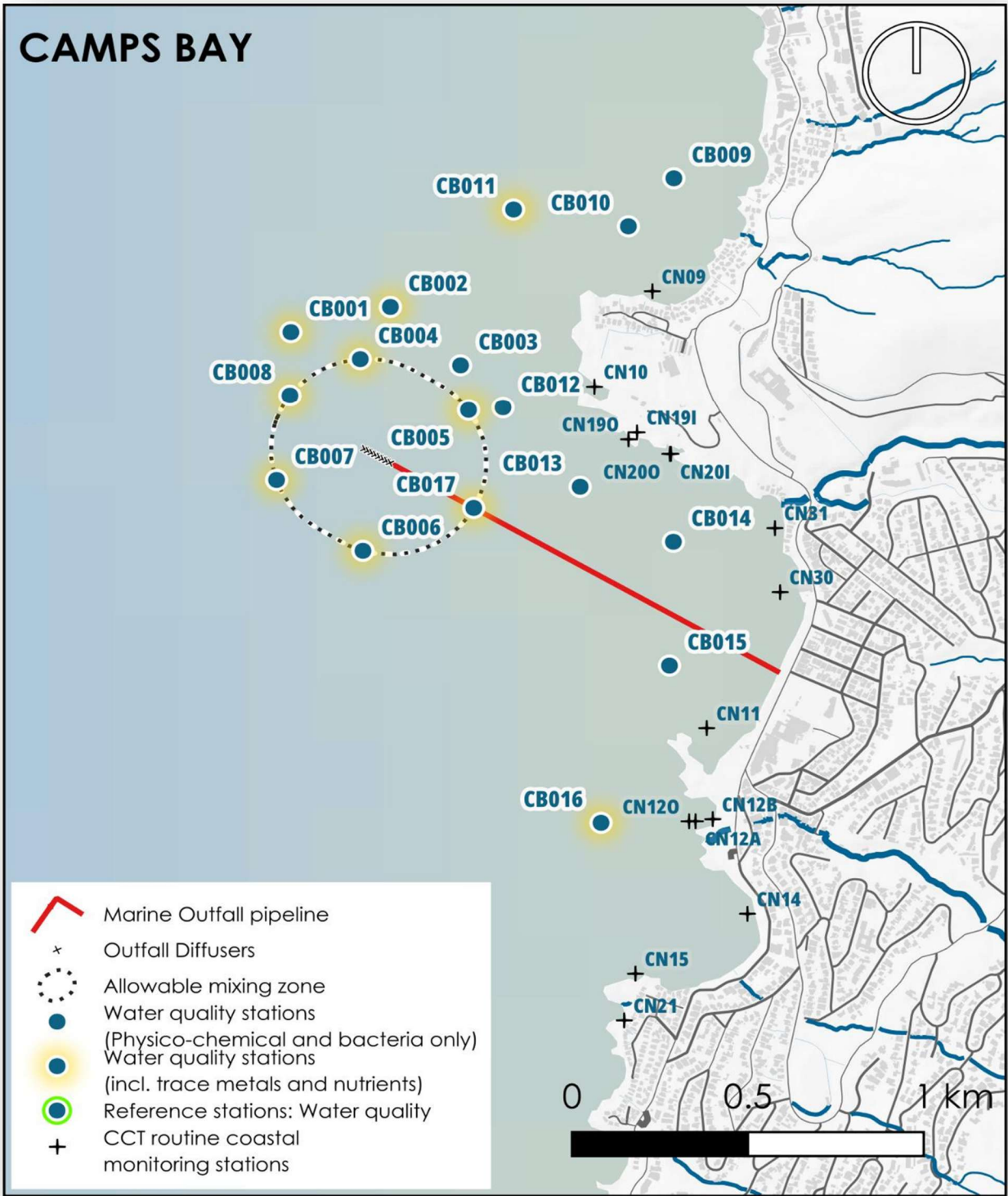
COASTAL MANAGEMENT BRANCH



LAYOUT 2: OUTFALL MONITORING : LOCATION OF OUTFALLS AND REFERENCE SITES
COASTAL MANAGEMENT BRANCH

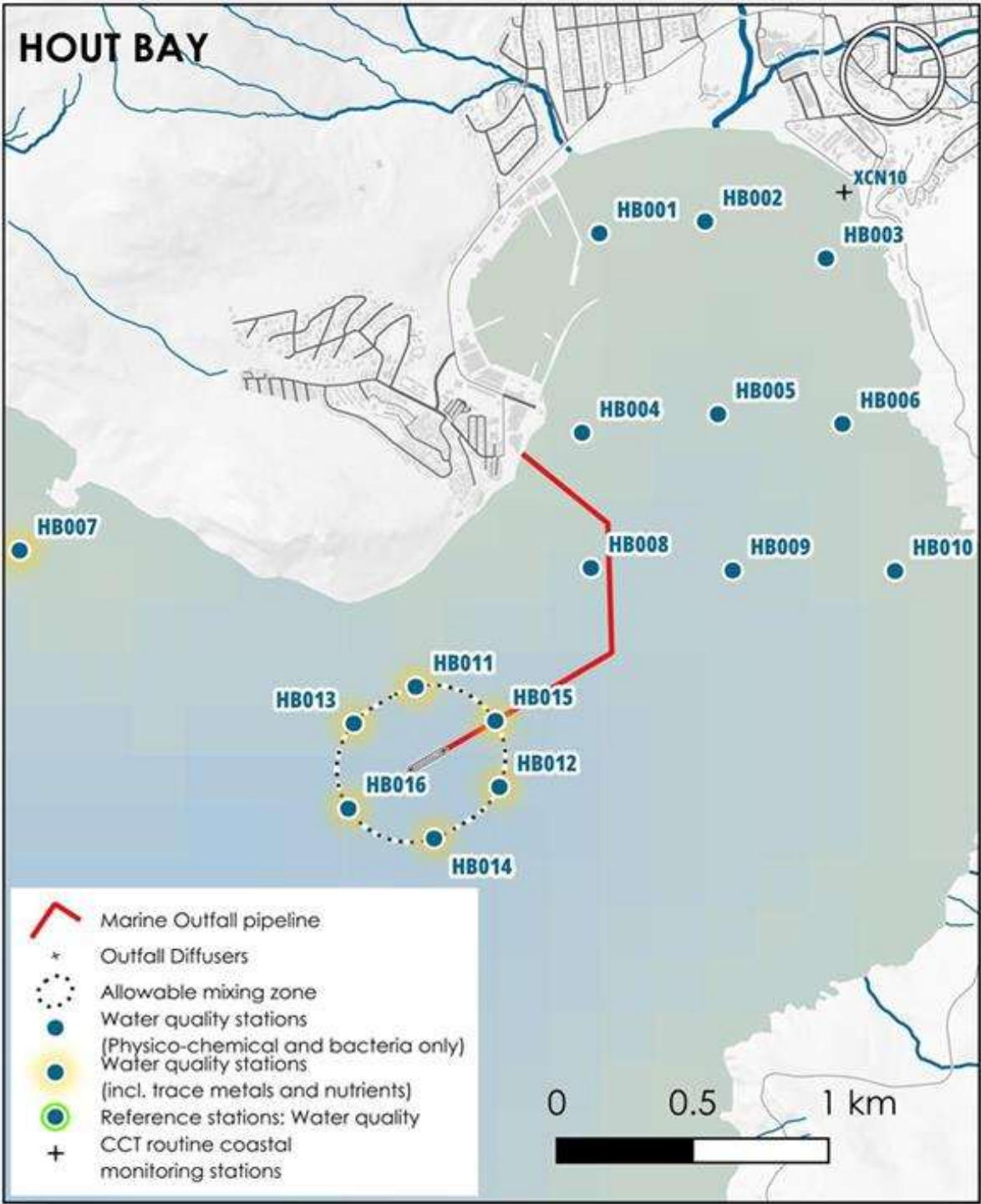


LAYOUT 3: GREEN POINT OUTFALL
COASTAL MANAGEMENT BRANCH



LAYOUT 4: CAMPS BAY OUTFALL

COASTAL MANAGEMENT BRANCH



LAYOUT 5: HOUT BAY OUTFALL
COASTAL MANAGEMENT BRANCH