


TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
SUPPLY CHAIN MANAGEMENT			
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 8	Page 1 of 167

TENDER NO: 172G/2021/22

TENDER DESCRIPTION: The supply, delivery, installation and commissioning of specialised scientific equipment for the monitoring of various environmental media to the City of Cape Town.

CONTRACT PERIOD: 36 months from date of commencement of contract

VOLUME 1: TENDERING PROCEDURES

CLOSING DATE: 26 January 2022

CLOSING TIME: 10:00 a.m.

TENDER BOX NUMBER: 150

TENDER FEE:

R 200.00 Non-refundable tender fee payable to City of Cape Town (CCT) for a hard copy of the tender document. This fee is not applicable to website downloads of the tender document.

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

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

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

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**VOLUME 1: THE TENDER
(1) GENERAL TENDER INFORMATION**

TENDER ADVERTISED	:	26 November 2021
SITE VISIT/CLARIFICATION MEETING	:	A non-compulsory virtual clarification meeting will be conducted via Skype on the 13 December 2021 from 09:00-12:00. Contact Shadley Mackenzie on Shadley.mackenzie@capetown.gov.za for the link
VENUE FOR SITE VISIT/CLARIFICATION MEETING	:	Virtual.
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 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. 172G/2021/22 The supply, delivery, installation and commissioning of specialised scientific equipment for the monitoring of various environmental media to the City of Cape Town , the tender 150. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time. If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. It remains the tenderer’s responsibility to ensure that the tender is placed in either the original box or as alternatively instructed.

CCT TENDER REPRESENTATIVE

Name: Shadley Mackenzie

Email: Shadley.Mackenzie@capetown.gov.za

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

(2) CONDITIONS OF TENDER

2.1 General

2.1.1 Actions

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

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

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

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

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

2.1.2 Interpretation

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

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

2.1.3 Communication during tender process

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

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

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

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

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

2.1.5 Procurement procedures

2.1.5.1 General

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

The CCT intends to appoint two tenderers (the highest ranked tenderer ("the winner") and in addition a "standby tenderers") 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 tenderers at all.

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

The contract period shall be for a period of **three years** 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 Alternative Bidder

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

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

2.1.6.1 Disputes, objections, complaints and queries

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

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

2.1.6.2 Appeals

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

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

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

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

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

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

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

Via fax at: 021 400 5963 or 021 400 5830

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

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

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

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

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

Via fax at: 086 202 9982

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

2.1.7 City of Cape Town Supplier Database Registration

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

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

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

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

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

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

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

2.2 Tenderer's obligations

2.2.1 Eligibility Criteria

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

2.2.1.1.1 Submit a tender offer

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

2.2.1.1.2 Compliance with requirements of CCT SCM Policy and procedures

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

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

2.2.2 Cost of tendering

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

2.2.3 Check documents

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

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

2.2.4 Confidentiality and copyright of documents

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

2.2.5 Reference documents

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

2.2.6 Acknowledge and comply with notices

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

2.2.7 Clarification meeting

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

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

2.2.8 Seek clarification

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

2.2.9 Pricing the tender offer

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

2.2.10 Alterations to documents

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

2.2.11 Alternative tender offers

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

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

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

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

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

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

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

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

2.2.12 Submitting a tender offer

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

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

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

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

Part	Heading
5	Pricing Schedules
6	Supporting Schedules
	All other attachments submitted by bidder

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

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

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

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

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

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

2.2.12.10 Tenders must be properly received and deposited in the designated tender box (as detailed on the front page of this tender document) on or before the closing date and before the closing time, in the relevant

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tender box at the Tender & Quotation Boxes Office situated on the 2nd floor, Concourse Level, Civic Centre, 12 Hertzog Boulevard, Cape Town. If the tender submission is too large to fit in the allocated box, please enquire at the public counter for assistance.

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

2.2.13 Information and data to be completed in all respects

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

2.2.14 Closing time

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

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

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

2.2.15 Tender offer validity and withdrawal of tenders

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

2.2.15.2 Notwithstanding the period stated above, bids shall remain valid for acceptance for a period of twelve (12) months after the expiry of the original validity period, unless the City is notified in writing of anything to the contrary by the bidder. The validity of bids may be further extended by a period of not more than six months subject to mutual agreement and administrative processes and upon approval by the City Manager.

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

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

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

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

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

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

2.2.17 Provide other material

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

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

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

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

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

2.2.18 Samples, Inspections, tests and analysis

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

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

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

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

2.2.19 Certificates

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

2.2.19.1 Broad-Based Black Economic Empowerment Status Level Documentation

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

Consortiums/Joint Ventures will qualify for preference points, provided that the **entity** submits the relevant certificate/scorecard in accordance with the applicable codes of good practise. Note that, in the case of

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unincorporated entities, a verified consolidated B-BBEE scorecard must be submitted in the form of a certificate with the tender.

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

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

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

2.2.19.2 Evidence of tax compliance

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

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

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

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

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

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

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

2.2.21 Claims arising from submission of tender

The tenderer warrants that it has:

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

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

2.3 The CCT's undertakings

2.3.1 Respond to requests from the tenderer

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

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

2.3.2 Issue Notices

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

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

2.3.3 Opening of tender submissions

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

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

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

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

2.3.4 Two-envelope system

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

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

2.3.5 Non-disclosure

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

2.3.6 Grounds for rejection and disqualification

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

2.3.7 Test for responsiveness

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

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

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

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

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

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

2.3.8 Arithmetical errors, omissions and discrepancies

2.3.8.1 Check the responsive tenders for:

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

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

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

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

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

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

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

2.3.9 Clarification of a tender offer

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

2.3.10 Evaluation of tender offers

2.3.10.1 General

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

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

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

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

2.3.10.2 Decimal places

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

2.3.10.3 Scoring of tenders (price and preference)

2.3.10.3.1 Points for price will be allocated in accordance with the formula set out in this clause based on the tender sum / amount as set out in the **Price Schedule (Part 5)**.

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

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

2.3.10.3.4 Applicable formula:

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

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

Price shall be scored as follows:

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

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

Preference points shall be scored as follows:

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

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

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

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

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

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

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

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

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

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

$$N_T = P_s + N_p$$

Where: P_s is the number of points scored for price;
 N_p is the number of points scored for preference.

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

2.3.12 Acceptance of tender offer

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

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

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

Tender No.: 172G/2021/22

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

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

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

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

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

2.3.12.5 The CCT reserves the right to nominate an alternative bidder at the time when an award is made and in the event that a contract is terminated during the execution thereof, the CCT may consider the award of the contract, or non-award, to the alternative bidder in terms of the procedures included 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: 172G/2021/22

TENDER DESCRIPTION: The supply, delivery, installation and commissioning of specialised scientific equipment for the monitoring of various environmental media to the City of Cape Town

CONTRACT PERIOD: 36 months from date of commencement of contract

VOLUME 2: RETURNABLE DOCUMENTS

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

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

VOLUME 2: RETURNABLE DOCUMENTS

(3) DETAILS OF TENDERER

1.1 Type of Entity (Please tick one box)

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

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

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

Tender No.: 172G/2021/22

Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, enclose proof
Is tenderer a foreign based supplier for the Goods / Services / Works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input type="checkbox"/> No
	b) Does the tenderer have a permanent establishment in the Republic of South Africa? <input type="checkbox"/> Yes <input type="checkbox"/> No
	c) Does the tenderer have any source of income in the Republic of South Africa? <input type="checkbox"/> Yes <input type="checkbox"/> No
	d) Is the tenderer liable in the Republic of South Africa for any form of taxation? <input type="checkbox"/> Yes <input type="checkbox"/> No

(4) FORM OF OFFER AND ACCEPTANCE

TENDER 172G/2021/22: The supply, delivery, installation and commissioning of specialised scientific equipment for the monitoring of various environmental media to the City of Cape Town

OFFER: (TO BE FILLED IN BY TENDERER):

Required Details (Please provide applicable details in full):

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

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

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

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

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

Signature(s)

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

Date

INITIALS OF CITY		
OFFICIALS		
1	2	3

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER 172G/2021/22: The supply, delivery, installation and commissioning of specialised scientific equipment for the monitoring of various environmental media to the City of Cape Town

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

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

The terms of the contract are contained in:

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

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

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

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

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

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

ONLY TO BE
COMPLETED AT
ACCEPTANCE STAGE

FORM OF OFFER AND ACCEPTANCE (continued)

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

Schedule of Deviations

Notes:

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

1 Subject

Details

.....

.....

2 Subject

Details

.....

.....

3 Subject

Details

.....

.....

4 Subject

Details

.....

.....

.....

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

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

(5) PRICE SCHEDULE

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

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

The supply, delivery, installation and commissioning of specialised scientific equipment for the monitoring of various environmental media to the City of Cape Town.

Specialised Instruments

The items set out in the tables below includes, but not limited, include the supply, delivery, installation and commissioning of the specialised equipment listed in the specifications, inclusive of ancillary components.

Ancillary Components

The ancillary components listed in the tables below is the minimum requirement as defined in the specifications. If the ancillary components is obsolete, the CCT must be engaged before the equivalent replacement is provided. The replacement components must be compatible with the instrument.

- a) The City will issue a Purchase Order for the procurement of ancillary components.
- b) Only upon receiving a Purchase Order from the CCT shall the Service Provider procure the ancillary components as listed in the tender document or its latest equivalent.
- c) The Service Provider shall deliver the procured ancillary components within 6 to 8 weeks upon receipt of the of the CCT's Purchase Order.

ITEM 1			
Item No	Description	Unit measure	of Price per unit
1	INSTRUMENT (Please note the quotation must include all items listed in the specifications)		
	Supply & commission of digital portable free & total chlorine colorimeters to determine the chlorine concentration in water required for disinfection control	Each	
1 A	ANCILIARY COMPONENTS		
1	Chlorine sensor unit	Each	
2	Reagents for 1000 free & 1000 total chlorine tests	Each	
3	Set of 10 Cuvettes	Each	
4	2ml ampules certified reference material standards (with Certificate of Analysis) for free & total chlorine	Each	
5	Service as per manufacturers specifications.	Each	

ITEM 2			
Item No	Description	Unit measure of	Price per unit
2	INSTRUMENT (Please note the quotation must include all items listed in the specifications)		
	The supply, installation and commission of an Automated Biological Oxygen Demand (BOD) Analyser with autosampler	Each	
2 A	ANCILIARY COMPONENTS		
1	Autosampler	Each	
2	Glucose-glutamic acid Reference Standards (CRM) with CoA for each determinand (500 ml)	Each	
3	Service as per manufacturers specifications.	Each	

ITEM 3			
Item No	Description	Unit measure of	Price per unit
3	INSTRUMENT (Please note the quotation must include all items listed in the specifications)		
	The supply of a Sample Homogeniser	Each	
3 A	ANCILIARY COMPONENT		
1	Dispersing Tool	Each	
2	Clamps	Each	
3	Service as per manufacturers specifications.	Each	

ITEM 4			
Item No	Description	Unit measure of	Price per unit
4	INSTRUMENT (Please note the quotation must include all items listed in the specifications)		
	The supply of a multi-parameter water quality sonde with titanium sensors and wet-mateble universal sensor ports.	Each	
4 A	ANCILIARY COMPONENT		
1	Conductivity/Temperature sensor gaurded	Each	
2	pH/ORP sensor	Each	
3	Rhodamine sensor	Each	
4	Nitrate sensor	Each	
5	Dissolved Oxygen sensor	Each	
6	Total algae (phycocyanin and chlorophyll) sensor	Each	
7	Turbidity sensor	Each	
8	Specific and custom cable of 10 m length.	Each	
9	Service as per manufacturers specifications.	Each	

ITEM 5			
Item No	Description	Unit of measure	Price per unit
5	INSTRUMENT (Please note the quotation must include all items listed in the specifications)		
	The supply of a portable pH meter.	Each	
5 A	ANCILIARY COMPONENT		
1	Single junction electrodes	Each	
2	Double junction electrodes	Each	
3	A set of 500 pH 4 buffer solution sachets	Each	
4	A set of 500 pH 7 buffer solution sachets	Each	
5	A set of 500 pH 10 buffer solution sachets	Each	
6	Specific and custom cable of 10 m length.	Each	
7	Service as per manufacturers specifications.	Each	

ITEM 6			
Item No	Description	Unit of measure	Price per unit
6	INSTRUMENT (Please note the quotation must include all items listed in the specifications)		
	The supply of a portable Optical Dissolved Oxygen meter	Each	
6 A	ANCILIARY COMPONENT		
1	Dissolved Oxygen sensor	Each	
2	Dissolved Oxygen/Temperature sensor	Each	
3	Service as per manufacturers specifications.	Each	

ITEM 7			
Item No	Description	Unit of measure	Price per unit
7	INSTRUMENT (Please note the quotation must include all items listed in the specifications)		
	The supply, installation and commissioning of a Biological Microscope with Digital Camera for Filamentous bacteria identification using wet Mountsm, Gram and Neisser stains	Each	
7 A	ANCILIARY COMPONENT		
1	Objective lens 10x	Each	
2	Objective lens 40x		
3	Objective lens 100x		
4	Oil for Microscope		
5	Service as per manufacturers specifications.	Each	

ITEM 8			
Item No	Description	Unit measure	of Price per unit
8	INSTRUMENT (Please note the quotation must include all items listed in the specifications)		
	The supply, installation and commissioning of a GC x GC Time-of-Flight Mass Spectrometer (GC x GC-MS -TOF) for the determination (identification and quantification) of organic compounds	Each	
8 A	ANCILIARY COMPONENTS		
1	A set of 1000 crimp 2mL vials with caps	Each	
2	A set of 1000 10 mL vials with caps	Each	
3	A set of 1000 20 mL vials with caps	Each	
4	DB-5MS UI 30 m x 0.25 mm x 0.25 mm (or similar) Capillary Column	Each	
5	Rtx-200, 1 m x 0.25 mm x 0.25 µm Capillary Column	Each	
6	DB-624 UI 30m x 0.53mm x 3µm (or similar) Capillary Column	Each	
7	Rxi-17 Sil ms, 1.5 m x 0.15 mm ID x 0.15 µm (or similar) Capillary Column	Each	
8	Service as per manufacturers specifications.	Each	

ITEM 9			
Item No	Description	Unit measure	of Price per unit
9	INSTRUMENT (Please note the quotation must include all items listed in the specifications)		
	The supply, installation and commission a Capillary Electrophoresis: Sanger Sequencing Instrument	Each	
9 A	ANCILIARY COMPONENT		
1	A set of 96 capillary arrays	Each	
2	A set of 100 pre-filled containers with buffer solutions	Each	
3	A set of 100 polymer pouches and conditioning reagents.	Each	
4	A set of polymer 96-well microtiter plates.	Each	
5	Microtiter plate holder.	Each	
6	Service as per manufacturers specifications.	Each	

ITEM 10			
Item No	Description	Unit measure	of Price per unit
10	INSTRUMENT (Please note the quotation must include all items listed in the specifications)		
	The supply and commissioning of a rapid, easy-to-use molecular based instrument to detect a range of high-risk pathogens (such as bacteria, parasites, viruses) in a single semi-solid or solid sample such as sludges or compost.	Each	
10 A	ANCILIARY COMPONENTS		
1	A set reagents/kits for the analysis of 100 samples.	Each	
2	A set of media and controls for 100 samples.	Each	
3	Service as per manufacturers specifications	Each	

ITEM 11			
Item No	Description	Unit of measure	Price per unit
11	INSTRUMENT (Please note the quotation must include all items listed in the specifications)		
	The supply and commissioning of a rapid quantitative polymerase chain reaction instrument (QPCR) with fluorescence resonance transfer (FRET) technology with minimal time required for analysis to rapidly detect target pathogens in various water samples.	Each	
11 A	ANCILIARY COMPONENTS		
1	A set of 5 Kits for the detection of bacteria. The kits must include controls, reagents and consumables required for the detection of bacteria.	Each	
2	A set of 5 Kits for the detection of viruses. The kits must include controls, reagents and consumables required for the detection of viruses.	Each	
3	A set of 5 Kits for the detection parasites. The kits must include controls, reagents and consumables required for the detection of parasites.	Each	
4	Service as per manufacturers specifications	Each	

ITEM 12			
Item No	Description	Unit of measure	Price per unit
12	INSTRUMENT (Please note the quotation must include all items listed in the specifications)		
	To supply and commissioning of an automated benchtop immuno-analyser to rapidly produce high-quality test results for the detection of pathogens in various water samples.	Each	
12 A	ANCILIARY COMPONENTS		
1	A set of Kits (with standards, control, diluent, and consumables) for the analysis of 100 samples.	Each	
2	Service as per manufacturers specifications	Each	

ITEM 13			
Item No	Description	Unit of measure	Price per unit
13	INSTRUMENT (Please note the quotation must include all items listed in the specifications)		
	The supply, installation and commissioning of an automated benchtop enumeration instrument to test for water quality indicators in processed water samples.	Each	
13 A	ANCILIARY COMPONENTS		
1	A set of Kits (with standards, control, diluent, and consumables) for the analysis of 100 samples for Total viable counts.	Each	
2	A set of Kits (with standards, control, diluent, and consumables) for the analysis of 100 samples for Coliform Counts.	Each	
3	A set of Kits (with standards, control, diluent, and consumables) for the analysis of 100 samples for E.coli.	Each	
4	A set of Kits (with standards, control, diluent, and consumables) for the analysis of 100 samples for Enterobacteriaceae, .	Each	
5	A set of Kits (with standards, control, diluent, and consumables) for the analysis of 100 samples for Staphylococcus aureus	Each	
6	A set of Kits (with standards, control, diluent, and consumables) for the analysis of 100 samples for yeast	Each	
7	A set of Kits (with standards, control, diluent, and consumables) for the analysis of 100 samples for moulds	Each	
8	A set of Kits (with standards, control, diluent, and consumables) for the analysis of 100 samples for Campylobacter.	Each	
9	Service as per manufacturers specifications	Each	

ITEM 14			
Item No	Description	Unit of measure	Price per unit
14	INSTRUMENT (Please note the quotation must include all items listed in the specifications)		
	The supply and commissioning of an instrument that is able to rapidly and accurately perform microbial identification and antibiotic susceptible testing using Matrix Assisted Laser Desorption Ionization Time of Flight (MALDI-TOF) technology.	Each	
14 A	ANCILIARY COMPONENTS		
1	Service as per manufacturers specifications	Each	

ITEM 15			
Item No	Description	Unit measure of	Price per unit
15	INSTRUMENT (Please note the quotation must include all items listed in the specifications)		
	To supply, install and commission a Next Generation Sequencing Instrument which is able to rapidly identify and group multiple micro-organisms, present in a sample, into specific levels/categories example class, family, genus, species.	Each	
15 A	ANCILIARY COMPONENTS		
1	Service as per manufacturers specifications	Each	

ITEM 16			
Item No	Description	Unit measure of	Price per unit
16	INSTRUMENT (Please note the quotation must include all items listed in the specifications)		
	Supply, Delivery and Commissioning of an Inverted Light Microscope With Camera For Microscopic Analysis for the analysis of Algal Identification and Enumeration as well as other required Microscopy analysis of Drinking and raw waters	Each	
16 A	ANCILIARY COMPONENTS		
1	Service as per manufacturers specifications	Each	
2	Light Sourec as per manufacturers specifications	Each	

ITEM 17			
Item No	Description	Unit measure of	Price per unit
17	INSTRUMENT (Please note the quotation must include all items listed in the specifications)		
	The Supply and Delivery of a Microwave Drying System.	Each	
17 A	ANCILIARY COMPONENTS		
1	Halogen light source as per manufacturers specifications	Each	
2	Service as per manufacturers specifications	Each	

ITEM 18			
Item No	Description	Unit measure of	Price per unit
18	INSTRUMENT (Please note the quotation must include all items listed in the specifications)		
	Supply and installation of a Carbon Dioxide (CO2) Analysers.	Each	
18 A	ANCILIARY COMPONENTS		
1	UV Light source as defined by manufacturer	Each	
2	Internal pump as defined by manufacturer	Each	
3	Spares kit as defined by manufacturer	Each	
4	Service as per manufacturers specifications	Each	

ITEM 19			
Item No	Description	Unit measure	of Price per unit
19	INSTRUMENT (Please note the quotation must include all items listed in the specifications)		
	Supply and Installation of a PARTICULATE MATTER (PM10 and PM2.5) ANALYSER	Each	
19 A	ANCILIARY COMPONENTS		
1	Manufaturers defined spares Kit	Each	
2	External pump as defined by manufacturer	Each	
3	Service as per manafacturers specifications	Each	

ITEM 20			
Item No	Description	Unit measure	of Price per unit
20	INSTRUMENT (Please note the quotation must include all items listed in the specifications)		
	Supply and installation of a SULPHUR DIOXIDE ANALYSER	Each	
20 A	ANCILIARY COMPONENTS		
1	UV Light source as defined by manufacturer	Each	
2	Internal pump as defined by manufacturer	Each	
3	Spares Kit as defined by manufacturer	Each	
4	SANAS Calibration Service as per manafacturers specifications	Each	

ITEM 21			
Item No	Description	Unit measure	of Price per unit
21	INSTRUMENT (Please note the quotation must include all items listed in the specifications)		
	Supply and installation of an OXIDES OF NITROGEN ANALYSER	Each	
21 A	ANCILIARY COMPONENTS		
1	UV Light source as defined by manufacturer	Each	
2	Internal pump as defined by manufacturer	Each	
3	Spares kit as defined by manufacturer	Each	
4	SANAS Calibration Service as per manafacturers specifications	Each	

ITEM 22			
Item No	Description	Unit measure	of Price per unit
22	INSTRUMENT (Please note the quotation must include all items listed in the specifications)		
	Supply and installation of an OZONE ANALYSER	Each	
22 A	ANCILIARY COMPONENTS		
1	Ozone lamp as defined by manufacturer	Each	
2	Ozone Generator Kit as defined by manufacturer	Each	
3	Internal pump as defined by manufacturer	Each	
4	Spares Kit as defined by manufacturer	Each	
5	SANAS Calibration Service as per manafacturers specifications	Each	

ITEM 23			
Item No	Description	Unit measure	of Price per unit
23	INSTRUMENT (Please note the quotation must include all items listed in the specifications)		
	Supply and Installation of a PHOTO IONISATION DETECTOR VOLATILE ORGANIC COMPOUND ANALYSER	Each	
23 A	ANCILIARY COMPONENTS		
1	Capillary Column as defined by manufacturer	Each	
2	Light Source as defined by manufacturer	Each	
3	Spares Kit as defined by manufacturer	Each	
4	Service as per manufacturers specifications	Each	

ITEM 24			
Item No	Description	Unit measure	of Price per unit
24	INSTRUMENT (Please note the quotation must include all items listed in the specifications)		
	Supply of a set of METEOROLOGICAL SENSORS and PNEUMATIC MAST	Each	
24 A	ANCILIARY COMPONENTS		
1	Pneumatic Mast with Accessories.	Each	
2	Anemometer	Each	
3	Relative humidity and temperature sensor	Each	
4	Solar radiation sensor	Each	
5	Barometric pressure sensor	Each	
6	Rain gauge with bird wire	Each	
7	SANAS Calibration service as per manufacturers specifications	Each	

ITEM 25			
Item No	Description	Unit measure	of Price per unit
25	INSTRUMENT (Please note the quotation must include all items listed in the specifications)		
	Supply and Delivery of a mobile Ambient Air Quality Analyser housing Unit	Each	

ITEM 26			
Item No	Description	Unit measure	of Price per unit
26	INSTRUMENT (Please note the quotation must include all items listed in the specifications)		
	Supply and Delivery of a PORTABLE MULTIPLE PARAMETER CONTINUOUS AMBIENT AIR QUALITY MONITORING ANALYSER.	Each	
26 A	ANCILIARY COMPONENTS		
1	SO2 Sensor units as per manufacturers specification.	Each	
2	NOx Sensor units as per manufacturers specification	Each	
3	O3 Sensor units as per manufacturers specification	Each	
4	H2S Sensor units as per manufacturers specification	Each	
5	VOC Sensor units as per manufacturers specification	Each	
6	PM10 and PM 2.5 sensor unit as per manufacturers specification	Each	
7	Service as per manufacturers specifications	Each	

ITEM 27			
Item No	Description	Unit measure	of Price per unit
27	INSTRUMENT (Please note the quotation must include all items listed in the specifications)		
	Supply and Delivery of a PORTABLE PARTICULATE MATTER CONTINUOUS AMBIENT AIR QUALITY MONITORING ANALYSER.	Each	
27 A	ANCILIARY COMPONENTS		
1	PM10 and PM 2.5 sensor unit as per manufacturers specifications	Each	
2	Service as per manufacturers specifications	Each	

ITEM 28			
Item No	Description	Unit measure	of Price per unit
28	INSTRUMENT (Please note the quotation must include all items listed in the specifications)		
	Supply of sampling data loggers.	Each	

ITEM 29			
Item No	Description	Unit measure	of Price per unit
29	INSTRUMENT (Please note the quotation must include all items listed in the specifications)		
	Supply, Delivery and Commissioning of Diesel Vehicle Opacity Meter for the use of testing smoke emissions from road going compression ignition engines at road side testing sites.	Each	
29 A	ANCILIARY COMPONENTS		
1	Portable printer as per specifications	Each	
2	Service as per manufacturers specifications	Each	

ITEM 30			
Item No	Description	Unit measure	of Price per unit
30	INSTRUMENT (Please note the quotation must include all items listed in the specifications)		
	Supply, Delivery and Commissioning of a Type 1 Integrated Impulse Sound Level Meter .	Each	
30 A	ANCILIARY EQUIPMENT		
1	SANAS calibration service as per manufacturers specifications	Each	

ITEM 31			
Item No	Description	Unit measure	of Price per unit
31	INSTRUMENT (Please note the quotation must include all items listed in the specifications)		
	Supply, Delivery of a Pocketable Anemometer.	Each	

ITEM 32			
Item No	Description	Unit measure	of Price per unit
32	INSTRUMENT (Please note the quotation must include all items listed in the specifications)		
	Supply, Delivery of a Flexible Goose-neck Anemometer.	Each	

ITEM 33			
Item No	Description	Unit measure	of Price per unit
33	INSTRUMENT (Please note the quotation must include all items listed in the specifications)		
	Supply, Delivery of an EMF (electro-magnetic field) measuring device.	Each	

ITEM 34			
Item No	Description	Unit measure	of Price per unit
34	INSTRUMENT (Please note the quotation must include all items listed in the specifications)		
	The supply and commissioning of a Flow Cytometer to rapidly detect viable micro-organisms in various water samples	Each	
34 A	ANCILIARY COMPONENTS		
1	Service as per manufacturers specifications	Each	

ITEM 35			
Item No	Description	Unit measure	of Price per unit
35	INSTRUMENT (Please note the quotation must include all items listed in the specifications)		
	The supply and commissioning of a Laboratory Freezer, Upright model, 544L, -20°C to -40°C to be able to store extracted nucleic acid material (DNA and RNA) over longer periods of time (months).	Each	

ITEM 36			
Item No	Description	Unit measure	of Price per unit
36	INSTRUMENT (Please note the quotation must include all items listed in the specifications)		
	The supply and commissioning of a Laboratory Ultra low temperature (-80°C) freezer to be able to store extracted nucleic acid material (DNA and RNA) over long periods of time (years).	Each	
36 A	ANCILIARY COMPONENTS		
1	60 Cell Divider	Each	
2	Clip Rack for Standard 2-inch High Boxes and/or 3-inch High Boxes	Each	

ITEM 37			
Item No	Description	Unit measure	of Price per unit
37	INSTRUMENT (Please note the quotation must include all items listed in the specifications)		
	The supply, installation and commissioning of a floor-standing centrifuge in the molecular lab to assist with processing/centrifuging large volume of samples and high volumes.	Each	
37 A	ANCILIARY COMPONENTS		
1	A set of 2 Aluminum rotors.	Each	
2	A fixed angle and swing bucket	Each	
3	A microtiter rotor kit	Each	
4	A set of 2 buckets	Each	
5	A set of 10 autoclavable tubes.	Each	
6	Service as per manufacturers specifications	Each	

ITEM 38			
Item No	Description	Unit measure of	Price per unit
38	INSTRUMENT (Please note the quotation must include all items listed in the specifications)		
	The supply, installation and commissioning of an Incubator: CO2 for the Molecular laboratory	Each	
38 A	ANCILIARY COMPONENTS		
1	A set of 2 incubator jars with petri dish holders	Each	
2	Service as per manufacturers specifications	Each	

ITEM 39			
Item No	Description	Unit measure of	Price per unit
39	INSTRUMENT (Please note the quotation must include all items listed in the specifications)		
	The supply of an Incubator: General purpose incubator to grow and maintain microbial cultures with reduced contamination influences for the molecular laboratory	Each	
39 A	ANCILIARY COMPONENTS		
1	160 l capacity incubator	Each	
2	250 l capacity incubator.	Each	
3	A set of 2 incubator jars with petri dish holders	Each	
4	Service as per manufacturers specifications	Each	

ITEM 40			
Item No	Description	Unit measure of	Price per unit
40	INSTRUMENT (Please note the quotation must include all items listed in the specifications)		
	The supply, installation and commissioning of a laboratory fridge/freezer combination to store water and environmental samples and extracted nucleic acid material (DNA and RNA) for short periods of time.	Each	

ITEM 41			
Item No	Description	Unit measure of	Price per unit
41	INSTRUMENT (Please note the quotation must include all items listed in the specifications)		
	To supply, install & commission of Biological Safety Cabinets with a UV lamp of Class II, Type A2, for the molecular lab, one to perform DNA extractions and the other for RNA extractions	Each	
41 A	ANCILIARY COMPONENTS		
1	A set of 2 ULPA filters	Each	
2	Service as per manufacturers specifications	Each	

ITEM 42			
Item No	Description	Unit measure of	Price per unit
42	INSTRUMENT (Please note the quotation must include all items listed in the specifications)		
	The supply, installation and commission of Polymer Reaction (PCR) hoods with UV lamps to prepare master mixes for analysis of PCR samples	Each	
42 A	ANCILIARY COMPONENTS		
1	Service as per manufacturers specifications	Each	

ITEM 43			
Item No	Description	Unit measure of	Price per unit
43	INSTRUMENT (Please note the quotation must include all items listed in the specifications)		
	The supply, installation and commission of laminar flow hood with UV lamp for downstream applications of PCR products in the molecular lab	Each	
43 A	ANCILIARY COMPONENTS		
1	A set of 2 ULPA filters	Each	
2	Service as per manufacturers specifications	Each	

ITEM 44			
Item No	Description	Unit measure of	Price per unit
44	INSTRUMENT (Please note the quotation must include all items listed in the specifications)		
	The supply and delivery of a Solvent Extraction System.	Each	
44 A	ANCILIARY COMPONENTS		
1	Sample Rack	Each	
2	Cartridges for the running of a 1000 samples.	Each	
3	Service as per manufacturers specifications	Each	

ITEM 45			
Item No	Description	Unit measure of	Price per unit
45	INSTRUMENT (Please note the quotation must include all items listed in the specifications)		
	The supply and delivery of a Quanti Tray Sealer for Idexx quanti trays.	Each	
45 A	ANCILIARY COMPONENTS		
1	Service as per manufacturers specifications	Each	

ITEM 46			
Item No	Description	Unit measure	of Price per unit
46	INSTRUMENT (Please note the quotation must include all items listed in the specifications)		
	The supply of a bench-top high-frequency ultrasonic bath sonicator	Each	
46 A	ANCILIARY COMPONENTS		
1	One Mesh basket	Each	
2	One Perforated and Solid tray	Each	
3	Service as per manufacturers specifications	Each	

ITEM 47			
Item No	Description	Unit measure	of Price per unit
47	INSTRUMENT (Please note the quotation must include all items listed in the specifications)		
	The supply a benchtop hotplate magnetic stirrer	Each	
47 A	ANCILIARY COMPONENTS		
1	Service as per manufacturers specifications	Each	

ITEM 48			
Item No	Description	Unit measure	of Price per unit
48	INSTRUMENT (Please note the quotation must include all items listed in the specifications)		
	The supply of a benchtop oil-less vacuum pump	Each	

ITEM 49			
Item No	Description	Unit measure	of Price per unit
49	INSTRUMENT (Please note the quotation must include all items listed in the specifications)		
	The supply, installation and commissioning of a laboratory Water Purification System	Each	
49 A	ANCILIARY COMPONENTS		
1	Service kit including cartridges and filters as per manufacturers specifications	Each	
2	Service as per manufacturers specifications	Each	

ITEM 50			
Item No	Description	Unit measure	of Price per unit
50	INSTRUMENT (Please note the quotation must include all items listed in the specifications)		
	The supply of an Analytical Balance	Each	
50 A	ANCILIARY COMPONENTS		
1	SANAS Calibration Service as per manufacturers specifications	Each	

ITEM 51			
Item No	Description	Unit measure	of Price per unit
51	INSTRUMENT (Please note the quotation must include all items listed in the specifications)		
	The supply of a Laboratory Top Loading Balance	Each	
51 A	ANCILIARY COMPONENTS		
1	SANAS Calibration Service as per manufacturers specifications	Each	

ITEM 52			
Item No	Description	Unit of measure	Price per unit
52	INSTRUMENT (Please note the quotation must include all items listed in the specifications)		
	The supply and deliver a set of automatic pipettes consisting of the following; <ul style="list-style-type: none"> • 10ml automatic micropipette • 5000µl automatic micropipettes • 1000µl automatic micropipettes • 200µl automatic micropipettes • 20µl automatic micropipettes • 2µl automatic micropipettes 	Each	
52 A	ANCILIARY COMPONENTS		
1	The supply of one 10ml automatic micropipette	Each	
2	The supply of one 5000µl automatic micropipette	Each	
3	The supply of one 1000µl automatic micropipette	Each	
4	The supply of one 200µl automatic micropipette	Each	
5	The supply of one 20µl automatic micropipette	Each	
6	The supply of one 2µl automatic micropipette	Each	
7	Pack of 1000 x 10 mL tips autoclavable	Each	
8	Pack of 1000 x 5000µl tips autoclavable	Each	
9	Pack of 1000 x 200µl tips autoclavable	Each	
10	Pack of 1000 x 20µl mL tips autoclavable	Each	
11	Pack of 1000 x 2µl tips autoclavable	Each	
12	SANAS Calibration Service as per manufacturers specifications per pipette	Each	

ITEM 53			
Item No	Description	Unit of measure	Price per unit
53	INSTRUMENT (Please note the quotation must include all items listed in the specifications)		
	The supply and commissioning of a digital portable analyser to determine Hydrogen Sulphide concentration in water		

ITEM 54			
Item No	Description	Unit of measure	Price per unit
54	INSTRUMENT (Please note the quotation must include all items listed in the specifications)		
	Supply and commissioning of an autoclave	Each	
54 A	ANCILIARY COMPONENTS		
1	Heating element as per manufacturers specifications	Each	
2	Service as per manufacturers specifications and legal requirements	Each	

ITEM 55			
Item No	Description	Unit measure of	Price per unit
55	INSTRUMENT (Please note the quotation must include all items listed in the specifications)		
	The supply, installation and commissioning a Total Organic Carbon Analyser with autosampler for analysis of all water matrices	Each	
55 A	ANCILIARY COMPONENTS		
1	Spares kit as per manufacturers requirements	Each	
2	Service as per manufacturers specifications		

ITEM 56			
Item No	Description	Unit measure of	Price per unit
56	INSTRUMENT (Please note the quotation must include all items listed in the specifications)		
	Supply, installation and commissioning of XYZ autosampler for Lachat 8500 Flow Injection analyser	Each	

ITEM 57			
Item No	Description	Unit measure of	Price per unit
57	INSTRUMENT (Please note the quotation must include all items listed in the specifications)		
	Supply, delivery and commissioning of Luminometer	Each	
57 A	ANCILIARY COMPONENTS		
1	Service as per manufacturers specifications	Each	

ITEM 58			
Item No	Description	Unit measure of	Price per unit
58	INSTRUMENT (Please note the quotation must include all items listed in the specifications)		
	The supply, installation and commissioning a Bench Top Laboratory Turbidity Meter for the measurement of turbidity.	Each	
58 A	ANCILIARY COMPONENTS		
1	A set of 10 sample vials	Each	
	Service as per manufacturers specifications	Each	

ITEM 59			
Item No	Description	Unit measure of	Price per unit
59	INSTRUMENT (Please note the quotation must include all items listed in the specifications)		
	The supply, installation and commissioning of a Bench Top Laboratory Auto Titrator for the measurement of alkalinity	Each	
59 A	ANCILIARY COMPONENTS		
1	A pH electrode as per manufacturers specification	Each	
2	Service as per manufacturers specifications	Each	

ITEM 60			
Item No	Description	Unit measure of	Price per unit
60	INSTRUMENT (Please note the quotation must include all items listed in the specifications)		
	The supply, installation and commissioning of a Bench Top Laboratory pH and Conductivity Meter.	Each	
60 A	ANCILIARY COMPONENTS		
1	A pH electrode as per manufacturers specification	Each	
2	A Conductivity electrode as per manufacturers specification	Each	
3	Service as per manufacturers specifications	Each	

ITEM 61			
Item No	Description	Unit measure of	Price per unit
61	INSTRUMENT (Please note the quotation must include all items listed in the specifications)		
	The supply, installation and commissioning of a Bench Top Laboratory Spectrophotometer , able to measure in the UV and VIS range to analyse for various water quality parameters at on-site and mobile laboratories	Each	
61 A	ANCILIARY COMPONENTS		
1	Al Cell or Reagent Test Kits	Each	
2	Fe Cell or Reagent Test Kits	Each	
3	Mn Cell or Reagent Test Kits	Each	
4	Ca Cell or Reagent Test Kit	Each	
5	Mg Cell or Reagent Test Kits	Each	
6	K Cell or Reagent Test Kits	Each	
7	PO4 Cell or Reagent Test Kits	Each	
8	NO3 Cell or Reagent Test Kits	Each	
9	NO2 Cell or Reagent Test Kit	Each	
10	Cl Cell or Reagent Test Kits	Each	
11	NH4 Cell or Reagent Test Kits	Each	
12	BOD Cell or Reagent Test Kits	Each	
13	10 mm Quartz Glass Rectangular Cuvette Cells	Each	
14	Set of 50 (10 mm Glass Rectangular Cuvette Cells	Each	
15	20 mm Glass Rectangular Cuvette Cells	Each	
16	50 mm Glass Rectangular Cuvette Cells	Each	
17	100 mm Glass Rectangular Cuvette Cells	Each	
18	Service as per manufacturers specifications	Each	

ITEM 62			
Item No	Description	Unit measure of	Price per unit
62	INSTRUMENT (Please note the quotation must include all items listed in the specifications)		
	The supply, installation and commissioning an Environmental Scanning Electron Microscopy	Each	
62 A	ANCILIARY COMPONENTS		
1	Service as per manufacturers specifications	Each	

ITEM 63			
Item No	Description	Unit measure of	Price per unit
63	INSTRUMENT (Please note the quotation must include all items listed in the specifications)		
	The supply, installation and commissioning of Immuno Diagnostic Assay Instrument	Each	

63 A	ANCILIARY COMPONENTS		
1	QCV Quality Control 60T	Each	
2	Salmonella 60T	Each	
3	SX2 Broth 10mL x 20 tubes	Each	
4	LMO2 60T	Each	
5	Fraser Broth x 20 tubes	Each	
6	½ Fraser Broth 225ml x 6 bottles	Each	
7	Campylobacter 30T	Each	
8	Tubing set with Nozzle	Each	
9	Tubing set without Nozzle	Each	
10	Pre-cut Rotor tubing D6 4mm	Each	
11	ALOA Agar 10 Plates	Each	
12	Service and calibration as per manufacturers specifications	Each	

ITEM 64			
Item No	Description	Unit measure	of Price per unit
64	INSTRUMENT (Please note the quotation must include all items listed in the specifications)		
	The supply, installation and commissioning of a Quality Indicator Organisms Automated System	Each	
64 A	ANCILIARY COMPONENTS		
1	Control Kit	Each	
2	Yeast/Mold 48T	Each	
3	STA 48T	Each	
4	Enterobacteriaceae 48T	Each	
5	E.coli 48T	Each	
6	Total Coliforms 48T	Each	
7	Bags x500	Each	
8	Lactic Acid Bacteria 48T	Each	
9	Aerobic Count 48T	Each	
10	Bacillus cereus 48T	Each	
11	Service and calibration as per manufacturers specifications	Each	

ITEM 65			
Item No	Description	Unit measure	of Price per unit
65	INSTRUMENT (Please note the quotation must include all items listed in the specifications)		
	The supply, installation and commissioning of automated wireless temperature monitoring device	Each	
65 A	ANCILIARY COMPONENTS		
1	Service as per manufacturers specifications	Each	
2	SANAS Calibration Service as per manufacturers specifications	Each	

ITEM 66			
Item No	Description	Unit measure	of Price per unit
66	INSTRUMENT (Please note the quotation must include all items listed in the specifications)		
	The supply and delivery of Multi-purpose Food Infrared thermometer	Each	
66 A	ANCILIARY COMPONENTS		
1	Service and calibration as per manufacturers specifications	Each	

ITEM 67			
Item No	Description	Unit of measure	Price per unit
67	INSTRUMENT (Please note the quotation must include all items listed in the specifications)		
	The supply, installation and delivery of Vaccine Fridge/Freezer long holdover 180-220L	Each	
67 A	ANCILIARY COMPONENTS		
1	Service and calibration as per manufacturers specifications	Each	

ITEM 68			
Item No	Description	Unit of measure	Price per unit
68	INSTRUMENT (Please note the quotation must include all items listed in the specifications)		
	The supply, installation and delivery of Vaccine Fridge/Freezer long holdover 290-320L	Each	
68 A	ANCILIARY COMPONENTS		
1	Service and services as per manufacturers specifications	Each	

Pricing Instructions:

- 5.1 State the rates and prices in Rand unless instructed otherwise in the tender conditions.
- 5.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.
- 5.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.
- 5.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 5.5 Where a value is given in the Quantity column, a Rate and Price (the product of the Quantity and Rate) is required to be inserted in the relevant columns.
- 5.6 The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule.
- 5.7 Provide fixed rates and prices for the duration of the contract that are not subject to adjustment except as otherwise provided for in clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract.
- 5.8 Tenderers must submit prices for all line items in each Item tendered on, as it is intended to award each Item to one tenderer i.e instrument and ancillary components must be priced.

INITIALS OF		CITY
OFFICIALS		
1	2	3

(6) SUPPORTING SCHEDULES

Schedule 1: Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums

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

1. We, the undersigned, are submitting this tender offer as a partnership/ joint venture/ consortium and hereby authorize Mr/Ms _____, of the authorised entity _____, acting in the capacity of Lead Partner, to sign all documents in connection with the tender offer and any contract resulting from it on the partnership/joint venture/ consortium's behalf.
2. By signing this schedule the partners to the partnership/joint venture/ consortium:
 - 2.1 warrant that the tender submitted is in accordance with the main business and objectives of the partnership/joint venture/ consortium;
 - 2.2 agree that the CCT shall make all payments in terms of this Contract into the following bank account of the Lead Partner:

Account Holder: _____

Financial Institution: _____

Branch Code: _____

Account No.: _____
 - 2.3 agree that in the event that there is a change in the partnership/ joint venture/ consortium and/or should a dispute arise between the partnership/joint venture/ consortium partners, that the CCT shall continue to make any/all payments due and payable in terms of the Contract into the aforesaid bank account until such time as the CCT is presented with a Court Order or an original agreement (signed by each and every partner of the partnership/joint venture/ consortium) notifying the CCT of the details of the new bank account into which it is required to make payment.
 - 2.4 agree that they shall be jointly and severally liable to the CCT for the due and proper fulfilment by the successful tenderer/supplier of its obligations in terms of the Contract as well as any damages suffered by the CCT as a result of breach by the successful tenderer/supplier. The partnership/joint venture/ consortium partners hereby renounce the benefits of excussion and division.

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

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

Schedule 2: Declaration for Procurement above R10 million

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

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

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

1.1 If YES, submit audited annual financial statements:

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

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

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

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

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

- 2.2 If YES, provide particulars:

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

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

- 3.1 If YES, insert particulars in the table below including particulars of any material non-compliance or dispute concerning the execution of such contract.

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Alternatively attach the particulars to **List of other documents attached by tenderer** schedule in the same format as the table below:

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

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

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

4.1 If YES, furnish particulars below

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

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

Date

Schedule 3: Preference Schedule

1 Definitions

The following definitions shall apply to this schedule:

All applicable taxes: Includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

Applicable Code: Shall be either the Amended Codes of Good Practice (published on 11 October 2013) or Sector Specific Codes as indicated in the tender conditions

B-BBEE: Broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.

B-BBEE status level of contributor: The B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act

Bid (Tender): A written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals.

Black Designated Groups: The meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act, 2003, (Act 53 of 2003).

Black People: The meaning assigned to it in section 1 of the Broad-Based Black Economic Empowerment Act.

Broad-Based Black Economic Empowerment Act: The Broad-Based Black Economic Empowerment Act, Act 53 of 2003.

Consortium or Joint Venture: 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.

Contract The agreement that results from the acceptance of a bid by an organ of state.

Co-operative: A co-operative registered in terms of section 7 of the Co-operatives Act, 2005 (Act no. 14 of 2005).

Designated Group: Black designated groups, black people, women, people with disabilities or small enterprises as defined in section 1 of the National Small Enterprises Act, 1996 (act no. 102 of 1996)

Designated Sector: A sector, sub-sector or industry or product that has been designated in terms of any relevant regulation of the Preferential Procurement Regulations, 2017.

Exempted Micro Enterprise (EME): An exempted micro enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act

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

Functionality: The ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

Military Veteran: The meaning assigned to it in section 1 of the Military Veterans Act, 2011 (Act No. 18 of 2011).

National Treasury: The meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 18 of 1999).

Non-firm prices: All prices other than "firm" prices.

Person: Includes a juristic person.

People with disabilities: The meaning assigned to it in section 1 of the Employment Equity Act, 1998 (Act No. 55 of 1998).

Price: Includes all applicable taxes less unconditional discounts.

Proof of B-BBEE status level of contributor: The B-BBEE status level certificate issued by an authorised body or person, a sworn affidavit as prescribed by the B-BBEE Codes of good Practice or any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act.

Qualifying Small Enterprise (QSE): A qualifying small enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.

Rand Value: means the total estimated value of a contract in Rand, calculated at the time of bid invitations.

Rural Area: A sparsely populated area in which people farm or depend on natural resources, including villages and small towns that are dispersed through the area or an area including a large settlement which depends on migratory labour and remittances and government social grants for survival, and may have a traditional land tenure system.

Stipulated Minimum Threshold: The minimum threshold stipulated in terms of any relevant regulation of the Preferential Procurement Regulations, 2017.

Sub-contract: The primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.

The Act: The Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000).

Total Revenue: Bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007.

Township: An urban living area that at any time from the late 19th century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994.

Treasury: The meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 18 of 1999).

Trust: The arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.

Trustee: Any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

Youth: The meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008 (Act No. 54 of 2008).

2 Conditions associated with the granting of preferences

A supplier that is granted a preference undertakes to:

- 1) accept that the number of preference points allocated will be based on the B-BBEE status level of contributor of the supplier as at the closing date for submission of tender offers;
- 2) not sub-contract more than 25% of the value of the contract to sub-contractors that do not have an equal or higher B-BBEE status level of contributor than the supplier, unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works or unless otherwise declared in terms of Section 5 below;
- 3) accept that a contract may not be awarded if the price offered is not market related;
- 4) accept the sanctions set out in Section 3 below should Condition 2(2) be breached, or should the tenderer have submitted any false information regarding its B-BBEE status level of contributor, local production and content, or any other matter required in terms of this bid that will affect, or has affected the bid evaluation;
- 5) accept that, in order to qualify for preference points, it is the responsibility of the supplier to submit documentary proof of its BBEE level of contribution in accordance with the Codes of Good Practise, 2013, to the CCT at the Supplier Management Unit located within the Tender Distribution Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5);
- 6) accept that, further to 5) above, Consortiums/Joint Ventures will qualify for preference points, provided that the entity submits the relevant certificate/scorecard in terms of the Preferential Procurement Regulations, 2017. Note that, in the case of unincorporated entities, a verified scorecard in the name of the consortium/Joint Venture must be submitted with the quotation (attached to this schedule);
- 7) accept that if it is found that, in the performance of the contract, the participation of the various partners in a Consortium/ Joint Venture differs substantially from that upon which the consolidated scorecard submitted in terms of 5) above was based, and the impact of which is that the Joint Venture would not have been awarded the contract in terms of the actual B-BBEE level of contribution achieved by the Joint Venture, then a financial penalty shall be applied (in addition to any other remedies that the CCT may have) in accordance with Section 3 below;
- 8) accept that the CCT will verify the B-BBEE level of contributor of the supplier as at the closing date for submission of tender offers, to determine the number of preference points to be awarded to the supplier. In the case of Consortiums/Joint Ventures which tender as unincorporated entities, a verified scorecard

submitted with the tender and valid as at the closing date will be used to determine the number of preference points to be awarded to the supplier;

- 9) accept that, notwithstanding 8) above, a supplier will **not** be awarded points for B-BBEE status level of contributor if he indicates in his tender that he intends sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that the supplier qualifies for unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works;
- 10) accept that any subcontracting arrangements after the award of the tender may only be entered into upon the prior approval of the City of Cape Town; and
- 11) immediately inform the City of Cape Town of any change that may affect the tenderer's B-BBEE level of contribution upon which preference points will be or have been allocated.

3 Sanctions relating to breaches of preference conditions

The sanctions for breaching the conditions associated with the granting of preferences are:

- 1) disqualify the supplier from the tender process;
- 2) recover costs, losses or damages the CCT has incurred or suffered as a result of the supplier's or contractor's conduct;
- 3) cancel the contract in whole or in part and claim any damages which the CCT has suffered as a result of having to make less favourable arrangements due to such cancellation;
- 4) restrict the supplier, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from the CCT for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied and inform the National Treasury accordingly;
- 5) forward the matter for criminal prosecution; and/or
- 6) financial penalties payable to the CCT, as set out below.

Financial penalty for breach of Condition 2 in Section 2 above:

The penalty to be applied for sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the preference points that the supplier qualified for (unless so declared or proven to be beyond the control of the supplier, or the sub-contractors are EMEs that have the capability and ability to execute the sub-contract works) shall be as provided for in the following formula:

$$\text{Penalty} = 0.5 \times E(\%) \times P^*$$

where:

E = The value of work (excluding VAT) executed by sub-contractors that do not qualify for at least the preference points that the supplier qualified for, expressed as a percentage of P*, less 25%

P* = Value of the contract

Financial penalty for breach in terms of condition 6 in Section 2 above:

The penalty to be applied where, in the performance of the contract, the participation of the various partners in a Consortium/ Joint Venture differs substantially from that upon which the consolidated scorecard submitted in terms of 5) in Section 2 above was based, and the impact of which is that the Joint Venture would not have been awarded that contract in terms of the actual B-BBEE level of contribution achieved by the Joint Venture, shall be as provided for in the following formula:

$$\text{Penalty} = 5/100 \times (B-BBEE^a - B-BBEE^i) \times P^*$$

where:

B-BBEE^a = The B-BBEE level of contribution that is achieved, determined in accordance with the actual participation of the Joint Venture partners in the performance of the contract

B-BBEEⁱ = The B-BBEE level of contribution that was used to determine the number of preference points granted to the Joint Venture at the time of tender evaluation

P* = Value of the contract

Financial penalty for breach in terms of condition 10 in Section 2 above:

The penalty to be applied where the supplier fails to disclose subcontracting arrangement after the award of the tender is up to a maximum of 10% of the value of the contract.

4 Level of Contribution in respect of enterprise status or structure of the tendering entity (the supplier)

In the interest of transparency, suppliers are required to complete Table 1: Level of Contribution below.

Table 1: Level of Contribution

Type of B-BBEE Contributor	Status (tick box(es) below as applicable)
Exempted Micro Enterprise (EME), 100% black-owned	<input type="checkbox"/>
Exempted Micro Enterprise (EME), at least 51% but less than 100% black-owned	<input type="checkbox"/>
Exempted Micro Enterprise (EME), less than 51% black-owned	<input type="checkbox"/>
Qualifying Small Enterprise (QSE), 100% black-owned	<input type="checkbox"/>
Qualifying Small Enterprise (QSE), at least 51% but less than 100% black-owned	<input type="checkbox"/>
Qualifying Small Enterprise (QSE), less than 51% black-owned	<input type="checkbox"/>
Verified B-BBEE contributor <input type="checkbox"/> B-BBEE Status Level of Contributor ¹	<input type="checkbox"/>
Non-compliant contributor	<input type="checkbox"/>

¹ If it is indicated that the company/firm/entity is a verified B-BBEE contributor, then the verified status level of contributor must be inserted in the box provided (insert a number from 1 to 8 as applicable)

5 Declarations

1) With reference to Condition 8 in Section 2 above, the supplier declares that:

I/we hereby forfeit my preference points because I/we DO intend sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that I/we as supplier qualify for or are not exempted micro enterprises that have the capability and ability to execute the sub-contract works

☐
Note:

Suppliers who do not tick this box will be allocated preference points but the sanctions relating to breaches of preference conditions in Section 3 will be applicable if the supplier contravenes the conditions in Section 2.

2) The undersigned, who warrants that he/she is duly authorised to do so on behalf of the supplier, hereby certifies that the preference claimed based on the B-BBEE status level of contribution indicated in Table 1, qualifies the supplier, subject to condition 8 in Section 2 above, for such preference claimed, and acknowledges that:

- (i) the information furnished is true and correct;
- (ii) the preference claimed is in accordance with the conditions of this schedule;
- (iii) the supplier may be required to furnish documentary proof to the satisfaction of the CCT that the BBBEE level of contributor as at the closing date is correct; and
- iv) he/she understands the conditions under which preferences are granted, and confirms that the supplier will satisfy the conditions pertaining to the granting of preferences.

Signature

Date

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Name (PRINT)

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

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

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

1. No bid will be accepted from:
 - 1.1 persons in the service of the state¹, or
 - 1.2 if the person is not a natural person, of which any director, manager or principal shareholder or stakeholder is in the service of the state, or
 - 1.3 from persons, or entities of which any director, manager or principal shareholder or stakeholder, has been in the service of the City of Cape Town during the twelve months after the City employee has left the employ of the City, or
 - 1.4 from an entity who has employed a former City employee who was at a level of T14 or higher at the time of leaving the City's employ and involved in any of the City's bid committees for the bid submitted, if:
 - 1.4.1 the City employee left the City's employment voluntarily, during a period of 12 months after the City employee has left the employ of the City;
 - 1.4.2 the City employee left the City's employment whilst facing disciplinary action by the City, during a period of 24 months after the City employee has left the employ of the City, or any other period prescribed by applicable legislative provisions, after having left the City's employ.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the tenderer or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name of tenderer or his or her representative:.....
 - 3.2 Identity Number:.....
 - 3.3 Position occupied in the Company (director, trustee, shareholder²).....
 - 3.4 Company or Close Corporation Registration Number:.....
 - 3.5 Tax Reference Number.....
 - 3.6 VAT Registration Number:.....
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars
 - 3.9 Have you been in the service of the state for the past twelve months? **YES / NO**
 - 3.9.1 If yes, furnish particulars
 - 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
 - 3.10.1 If yes, furnish particulars
 - 3.11 Are you, aware of any relationship (family, friend, other) between any other tenderer and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
 - 3.11.1 If yes, furnish particulars.....
 - 3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
 - 3.12.1 If yes, furnish particulars

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? **YES / NO**

3.14.1 If yes, furnish particulars

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

3.15.1 If yes, furnish particulars

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

3.16.1 If yes, furnish particulars

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

Full Name	Identity Number	State Employee Number

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

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being

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taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the employer of any other remedies available to it.

Signature

Print name:

Date

On behalf of the tenderer (duly authorised)

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 5: Conflict of Interest Declaration

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

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

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

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

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

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

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

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

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

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

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

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

 Date

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

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

- 1 The tender offer of any tenderer may be rejected if that tenderer or any of its directors/members have:
- a) abused the municipality's / municipal entity's supply chain management system or committed any fraudulent conduct in relation to such system;
 - b) been convicted for fraud or corruption during the past five years;
 - c) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or Database of Restricted Suppliers.
- 2 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
2.1	<p>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?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>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.</p>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
2.1.1	If so, furnish particulars:		
2.2	<p>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?</p> <p>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.</p>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
2.2.1	If so, furnish particulars:		
2.3	<p>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?</p>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>

2.3.1	If so, furnish particulars:		
Item	Question	Yes	No
2.4	Does the tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.4.1	If so, furnish particulars:		
2.5	Was any contract between the tenderer and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.7.1	If so, furnish particulars:		

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

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

 Date

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

To: THE CITY MANAGER, CITY OF CAPE TOWN

From: _____
(Name of tenderer)

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

The tenderer:

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

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

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

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

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

Date

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

8. PRICE ADJUSTEMENT INSTRUCTIONS:

- The Contract Price Adjustment mechanism, contained in this schedule is compulsory and binding on all tenderers.
- Failure to complete this schedule or any part thereof may result in the tender offer being declared non-responsive.
- Tenderers are not permitted to amend, vary, alter or delete this schedule or any part thereof unless otherwise stated in this schedule, failing which the tender offer shall be declared non-responsive.
- Tenderers are not permitted to offer firm prices except as provided for in the Price Schedule, and if the tenderer offers firm prices in contravention of this clause the tender offer shall be declared non-responsive.
- Any claim for an increase in Contract Price shall be submitted in writing to CPA.Request@capetown.gov.za prior to the month upon which the price adjustment would become effective.
- The CCT reserves the right to withhold payment of any claim for contract price adjustment while only provisional figures are available and until the final revised figures are issued by the Relevant Authority.
- When submitting a claim for contract price adjustment a supplier shall indicate the actual amount claimed for each item. A mere notification of a claim for CPA without stating the new price claimed for each item shall for the purpose of this clause not be regarded as a valid claim.
- The City reserves the right to request the supplier to submit an Auditor's Certificate or such other documentary proof as it may require in order to verify a claim for contract price adjustment. Such Auditor's Certificate shall be in addition to the documentation required in terms of clauses 8.1.1, 8.1.2 and 8.2.1.2. Should the supplier fail to submit such Auditor's Certificate or other documentary proof to the City within a period of 30 (thirty) days from the date of the request, it shall be presumed that the supplier has abandoned his claim and no further communication shall be considered.

8.1 CONTRACT PRICE ADJUSTMENT MECHANISMS:

Tenderers must choose the Contract Price Adjustment mechanism (s) as listed in the table below for each item tendered for and adhere to the CPA instructions dictated by the mechanism chosen by the Tenderer. Tenderers must note that the CPA mechanism chosen by the tenderer, will be binding at contract phase, for the duration of the contract period.

No	CPA Mechanism	Tick the appropriate box
1	CPI Index	
2	Rate of Exchange (RoE)	
3.	Maunfacturer's Supplier List	

8.2. CONSUMER PRICE INDEX (CPI)

8.2.1 Contract Price Adjustment will be applicable from the commencement of the 13th month of the contract period. Tenderers shall be entitled to claim CPA as follows:

- a) **90%** of the tendered price will be subject to adjustment annually based on the average Consumer Price Index (CPI) as follows:
- b) From start of the **13th month-end of the 24th month** subject to price adjustment in accordance with the CPI. Base month shall be 2 calendar months prior to the date of the commencement and the End month, 2 months prior to the 13th month of the contract period.
- c) The average CPI calculated, the base month-end month, divided by the number of months. The claim will be based on the average between the base month and the end month.
- d) **10%** of the rate will remain fixed.

8.3. RATE OF EXCHANGE VARIATIONS (ROE)

8.3.1 **Only tenderers who are the direct importer of the goods may claim rate of exchange price variations.** (Refer to Clause 8.2 below):

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

Rand _____

Name of Bank:

Date of quoted rate of exchange:

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

If any other documentation other than those indicated above is applicable, the tenderer is to indicate this clearly and identify the applicable documentation in the space provided above.

[illegible]

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[illegible]

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[illegible]

8.3.2 Rate of Exchange Variations continued (Refer to 8.3.1 above):

If the Contract price is subject to variations in **RATES OF EXCHANGE** the Tenderer SHALL complete the above table , failing which no claim for contract price adjustment on the basis of rate of exchange variations will be granted.

Contractors shall note the following:

- a) Only Contractors that are directly importing the goods may claim rate of exchange variations.
- b) Contractors shall take out Forward Cover on each purchase order.

The process to be followed by Contractors for claims for Rate of Exchange Variations shall be as follows:

- On receipt of a purchase order, the Contractor shall arrange for a quotation for Forward Cover from their banking institution.
- This Forward Cover quotation shall be submitted to the City for approval of the Forward Cover rate within seven days from date of receipt of the purchase order.
- Only once the Forward Cover rate is approved may the Contractor engage in a formalised contract with their banking institution and submit the Forward Cover contract to the City. This shall be done within two days from the City's approval.
- The Forward Cover Contract shall refer to the purchase order number, shall be signed by both parties (the Contractor and the Banking Institution) and shall be valid until such time as the goods are delivered to the City.

On delivery of the goods to the City the Contractor shall submit the following documentation:

- The Bill of Lading/Waybill/Customs Invoice (clearly indicating the items as identified on the purchase order).
- Calculations detailing the difference in the rate of exchange at the time of entry and the date of tender. These shall be submitted on a covering letter

8.4 SUPPLIER/MANUFACTURER PRICE LIST VARIATIONS (SECTION A BELOW):

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

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

- The price list that the tender was based upon clearly indicating the item numbered according to the tender pricing schedule.
- The new price list clearly indicating the item according to the tender pricing schedule from the same supplier/manufacturer from date of tender
- Detailed calculations indicating how the "new" price is established
- Covering letter on a letterhead from contractor requesting the variation.
- All documentation to be signed by relevant parties prior to the date upon which the price variation would become effective. The effective date of any price increases granted will be at the date when all the abovementioned documentation is submitted.
- In instances where the contractors price claimed is less than entitled, the lesser price will be accepted. Orders placed prior to the effective date will not be allowed to be varied. Only the difference in cost will be allowed to be varied and under no circumstances may the contractor increase their profit margin.

In the event of a contractor changing their supplier/manufacturer during the tenure of the contract, any request for price variations will not be considered unless the contractor obtains prior approval from the City.

A SUPPLIER/MANUFACTURER PRICE LISTS

TENDERS WHO ARE NOT THE MANUFACTURER/SUPPLIER

Note: TENDERERS ARE REQUIRED TO COMPLETE BELOW.

Increase using Supplier/Manufacturer Price Lists

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

Supplier/Manufacturer_____

Date of Price List/Quotation upon which tender is based_____

Price List/Quotation Reference Number_____

N.B. The above information must be provided for each item supplied to the Tenderer. Copies of price lists on which tender prices are based must be enclosed for all items. The items referenced to the Pricing Schedule must be clearly identified on the price list. Tenderers will be entitled to claim only the difference between the cost of the product at the time of tendering and the new cost. Documentation together with detailed calculations to this effect must be provided.

8.4. 2 Process that will be followed:

- a) Contractor submits all the documentation indicated above prior to the effective date of the variation;
- b) The City will consider the variation and based on the documentary evidence, the City may approve the variation. Letters authorising the price variation will be communicated to the contractor;
- c) All purchase orders from the effective date will be generated at the approved contract price

Schedule 9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender **172G/2021/22: The supply, delivery, installation and commissioning of specialised scientific equipment for the monitoring of various environmental media to the City of Cape Town** in response to the tender invitation made by THE CITY OF CAPE TOWN, do hereby make the following statements, which I certify to be true and complete in every respect:

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

That:

1. I have read and I understand the contents of this Certificate;
2. I understand that this tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorised by the tenderer to sign this Certificate, and to submit this tender, on behalf of the tenderer;
4. Each person whose signature appears on this tender has been authorised by the tenderer to determine the terms of, and to sign, the tender on behalf of the tenderer;
5. For the purposes of this Certificate and this tender, I understand that the word 'competitor' shall include any individual or organisation other than the tenderer, whether or not affiliated with the tenderer, who:
 - (a) has been requested to submit a tender in response to this tender invitation;
 - (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.
6. The tenderer has arrived at this tender independently from and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium¹ will not be construed as collusive price quoting.
7. In particular, without limiting the generality of paragraphs 5 and 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation);
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit a tender;
 - (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - (f) tendering with the intention not to win the contract.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.
9. The terms of this tender have not been and will not be disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act, Act 89 of 1998, and/or may be reported to the National Prosecuting Authority (NPA) for criminal investigation, and/or may be restricted from conducting business with the public sector for a period not exceeding 10 (ten) years in terms of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, or any other applicable legislation.

Signature

Date

Name (PRINT)

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

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

Schedule 11: Price Basis for Imported Resources

[illegible]

*** State Customs Duty Tariff Reference for each item**

Note:

Note that any Resources not inserted in this Returnable 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 13: List of other documents attached by tenderer
--

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

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

Attach additional pages if more space is required.

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

 Date

Schedule 14: Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.


SIGNED ON BEHALF OF TENDERER:

Schedule 15: Information to be provided with the tender

The following information shall be provided with the Tender:

- a. Proof of certification under ISO 9000 series.
- b. Brochures and technical specifications of items.
- c. Detailed Qoutations

SIGNED ON BEHALF OF TENDERER:

TENDER DOCUMENT GOODS AND SERVICES		 <div>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</div>	
SUPPLY CHAIN MANAGEMENT			
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TENDER NO: 172G/2021/22

TENDER DESCRIPTION: The supply, delivery, installation and commissioning of specialised scientific equipment for the monitoring of various environmental media to the City of Cape Town.

CONTRACT PERIOD: 36 Months from date of commencement of contract

VOLUME 3: DRAFT CONTRACT

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

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

VOLUME 3: DRAFT CONTRACT (7) SPECIAL CONDITIONS OF CONTRACT

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

1. Definitions

Delete Clause 1.15 and substitute with the following

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

Delete Clause 1.19 and substitute with the following

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

Delete Clause 1.21 and substitute with the following:

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

Add the following after Clause 1.25:

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

3. General Obligations

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

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

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- 3.4.2 Abuse of the supply chain management system is not permitted and may result in cancellation of the contract, restriction of the supplier, and/or the exercise by the City of any other remedies available to it as described in the SCM Policy.
- 3.5 The **supplier** shall:
- 3.5.1 Arrange for the documents listed below to be provided to the Purchaser prior to the issuing of the order:
- a) Proof of Insurance (Refer to Clause 11) or Insurance Broker's Warrantee
 - b) Letter of good standing from the Compensation Commissioner, or a licensed compensation insurer (Refer to Clause 11)
 - c) Initial delivery programme
 - d) Other requirements as detailed in the tender documents
- 3.5.2 Only when notified of the acceptance of the bid by the issuing of the order, the supplier shall commence with and carry out the delivery of the goods in accordance with the contract, to the satisfaction, of the purchaser
- 3.5.3 Provide all of the necessary materials, labour, plant and equipment required for the delivery of the goods including any temporary services that may be required
- 3.5.4 Insure his workmen and employees against death or injury arising out of the delivery of the goods
- 3.5.5 Be continuously represented during the delivery of the goods by a competent representative duly authorised to execute instructions;
- 3.5.6 In the event of a loss resulting in a claim against the insurance policies stated in clause 11, pay the first amount (excess) as required by the insurance policy
- 3.5.7 Comply with all written instructions from the purchaser subject to clause 18
- 3.5.8 Complete and deliver the goods within the period stated in clause 10, or any extensions thereof in terms of clause 21
- 3.5.9 Make good at his own expense all incomplete and defective goods during the warranty period
- 3.5.10 Pay to the purchaser any penalty for delay as due on demand by the purchaser. The supplier hereby consents to such amounts being deducted from any payment to the supplier.
- 3.5.11 Comply with the provisions of the OHAS Act & all relevant regulations.
- 3.5.12 Comply with all laws relating to wages and conditions generally governing the employment of labour in the Cape Town area and any applicable Bargaining Council agreements.
- 3.5.13 Deliver the goods in accordance with the contract and with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.
- 3.6 The **purchaser** shall:
- 3.6.1 Issue orders for the goods required under this Contract. No liability for payment will ensue for any work done if an official purchase order has not been issued to the supplier.
- 3.6.2 Make payment to the **supplier** for the goods as set out herein.
- 3.6.3 Take possession of the goods upon delivery by the supplier.
- 3.6.4 Regularly inspect the goods to establish that it is being delivered in compliance with the contract.
- 3.6.5 Give any instructions and/or explanations and/or variations to the supplier including any relevant advice to assist the supplier to understand the contract documents.
- 3.6.6 Grant or refuse any extension of time requested by the supplier to the period stated in clause 10.

3.6.7 Inspect the goods to determine if, in the opinion of the purchaser, it has been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose for which it was intended.

3.6.8 Brief the supplier and issue all documents, information, etc. in accordance with the contract.

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

Add the following after clause 5.4:

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

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

5.6 Publicity and publication

The supplier shall not release public or media statements or publish material related to the services or contract within two (2) years of completion of the services without the written approval of the purchaser, which approval shall not be unreasonably withheld.

5.7 Confidentiality

Both parties shall keep all information obtained by them in the context of the contract confidential and shall not divulge it without the written approval of the other party.

5.8 Intellectual Property

5.8.1 The supplier acknowledges that it shall not acquire any right, title or interest in or to the Intellectual Property of the Employer.

5.8.2 The supplier hereby assigns to the Employer, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the contract, unless the Parties expressly agree otherwise in writing.

5.8.3 The supplier shall, and warrants that it shall:

5.8.3.1 not be entitled to use the Employer's Intellectual Property for any purpose other than as contemplated in this contract;

5.8.3.2 not modify, add to, change or alter the Employer's Intellectual Property, or any information or data related thereto, nor may the supplier produce any product as a result of, including and/or arising from any such information, data and Intellectual Property, and in the event that it does produce any such product, the product shall be, and be deemed in law to be, owned by the Employer;

5.8.3.3 not apply for or obtain registration of any domain name, trademark or design which is similar to any Intellectual Property of the Employer;

5.8.3.4 comply with all reasonable directions or instructions given to it by the Employer in relation to the form and manner of use of the Employer Intellectual Property, including without limitation, any brand guidelines which the Employer may provide to the supplier from time to time;

5.8.3.5 procure that its employees, directors, members and contractors comply strictly with the provisions of clauses 5.8.3.1 to 5.8.3.3 above;

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

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

7. Performance Security

'Not Applicable.

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

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

10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

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

11. Insurance

Add the following after clause 11.1:

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

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

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

15. Warranty

Add to Clause 15.2:

- 15.2 This warranty for this contract shall remain valid for **six (6) months** after the goods have been delivered.

16. Payment

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

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

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

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

Add the following after clause 16.4

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

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

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

17. Prices

Add the following after clause 17.1

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

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

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

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

- 17.5 If price adjustment for variations in the cost of plant and materials imported from outside of South Africa is provided for in the contract, such adjustment shall be based on the information contained on the schedule titled "**Price Basis for Imported Resources**" and as below. For the purposes of this clause the Rand value

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of imported Plant and Materials inserted on the schedule titled "**Price Basis for Imported Resources**" (column (F)) shall be the value in foreign currency (column (A)) converted to South African Rand (column (C)) by using the closing spot selling rate quoted by **CCT's** main banker, NEDBANK, on the Base Date (seven calendar days before tender closing date) rounded to the second decimal place (column(B)), to which shall be added any Customs Surcharge and Customs Duty applicable at that date (columns (D) and (E)).

17.5.1 Adjustment for variations in rates of exchange:

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

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

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

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

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

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

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

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

17.5.2 Adjustment for variations in customs surcharge and customs duty

(a) Any increase or decrease in the Rand value between the amounts of Customs Surcharge and Customs Duty inserted in on the schedule titled "**Price Basis for Imported Resources**" and those amounts actually paid to the Customs and Excise Authorities, which are due to changes in the percentage rates applicable or to the foreign exchange rate used by the authorities, shall be adjusted accordingly.

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

17.5.3 Adjustment for variation in labour and material Costs

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

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

18. Contract Amendments

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

18. Contract Amendments and Variations

Add the following to clause 18.1:

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

20. Subcontracts

Add the following after clause 20.1:

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

21. Delays in the supplier's performance

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

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

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

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

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

22. Penalties

Delete clause 22.1 and replace with the following:

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum as stated herein for each day of the delay until actual delivery or performance.

The penalty for this contract shall be 10% per day of total purchase price. If the tenderer can demonstrate that the delay was beyond their control then the penalty may be reconsidered.

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

23. Termination for default

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

23. Termination

Add the following to the end of clause 23.1:

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

Add the following after clause 23.7:

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

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

23.8.2 The parties by mutual agreement terminate the contract.

23.8.3 If an Order has been issued incorrectly, or to the incorrect recipient, the resulting contract may be terminated by the purchaser by written notice

23.8.4 If a material irregularity vitiates the procurement process leading to the conclusion of the contract, rendering the procurement process and the conclusion of the resulting contract unfair, inequitable, non-transparent, uncompetitive or not cost-effective, provided the City Manager follows the processes as described in the purchasers SCM Policy.

23.8.5 After providing notice to the supplier, if the implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):

- 23.8.5.1 reports of poor governance and/or unethical behaviour;
- 23.8.5.2 association with known family of notorious individuals;
- 23.8.5.3 poor performance issues, known to the Employer;
- 23.8.5.4 negative social media reports; or
- 23.8.5.5 adverse assurance (e.g. due diligence) report outcomes..

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

26. Termination for insolvency

Delete clause 26.1 and replace with the following:

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

26.1.1 accept a supplier proposal (via the liquidator) to render delivery utilising the appropriate contractual mechanisms; or

26.1.2 terminate the contract, as the liquidator proposed supplier is deemed unacceptable to the purchaser, at any time by giving written notice to the supplier (via the liquidator).

26.2 Termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

Amend clause 27.1 as follows:

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

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

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

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

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

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

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

28. Limitation of Liability

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

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

Add the following after clause 28.1:

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

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

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

- 28.3 The supplier and/or its employees, agents, concessionaires, suppliers, sub-contractors or customers shall not have any claim of any nature against the purchaser for any loss, damage, injury or death which any of them may directly or indirectly suffer, whether or not such loss, damages, injury or death is caused through negligence of the purchaser or its agents or employees.

- 28.4 Notwithstanding anything to the contrary contained in this Contract, under no circumstances whatsoever, including as a result of its negligent (including grossly negligent) acts or omissions or those of its servants, agents or contractors or other persons for whom in law it may be liable, shall any party or its servants (in whose favour this constitutes a *stipulatio alteri*) be liable for any indirect, extrinsic, special, penal, punitive, exemplary or consequential loss or damage of any kind whatsoever, whether or not the loss was actually foreseen or reasonably foreseeable), sustained by the other party, its directors and/or servants, including but not limited to any loss of profits, loss of operation time, corruption or loss of information and/or loss of contracts.

28.5 Each party agrees to waive all claims against the other insofar as the aggregate of compensation which might otherwise be payable exceeds the aforesaid maximum amounts payable.

31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

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

32. Taxes and Duties

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

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

Add the following after clause 32.3:

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

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 any payments.

(8) GENERAL CONDITIONS OF CONTRACT

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

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1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1 'Closing time' means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 'Contract' means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 'Contract price' means the price payable to the supplier under the contract for the full and proper performance of his or her contractual obligations.
- 1.4 'Corrupt practice' means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 'Countervailing duties' are imposed in cases in which an enterprise abroad is subsidised by its government and encouraged to market its products internationally.
- 1.6 'Country of origin' means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and

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major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 'Day' means calendar day.

1.8 'Delivery' means delivery in compliance with the conditions of the contract or order.

1.9 'Delivery ex stock' means immediate delivery directly from stock actually on hand.

1.10 'Delivery into consignee's store or to his site' means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 'Dumping' occurs when a private enterprise abroad markets its goods on its own initiative in the RSA at lower prices than that of the country of origin, and which action has the potential to harm the local industries in the RSA.

1.12 'Force majeure' means an event beyond the control of the supplier, not involving the supplier's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 'Fraudulent practice' means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 'GCC' means the General Conditions of Contract.

1.15 'Goods' means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 'Imported content' means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 'Local content' means that portion of the bidding price which is not included in the imported content, provided that local manufacture does take place.

1.18 'Manufacture' means the production of products in a factory using labour, materials, components and machinery, and includes other, related value-adding activities.

1.19 'Order' means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 'Project site', where applicable, means the place indicated in bidding documents.

1.21 'Purchaser' means the organisation purchasing the goods.

1.22 'Republic' means the Republic of South Africa.

1.23 'SCC' means the Special Conditions of Contract.

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

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

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders, including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable, a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za.

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for the purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1, except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself, mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

Performance Security

- 7.1 Within 30 (thirty) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in the SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.2 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser, and shall be in one of the following forms:

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- 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.

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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.

(11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

AGREEMENT MADE AND ENTERED INTO BETWEEN THE CITY OF CAPE TOWN (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, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated thereunder.

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

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

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

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

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

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

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

Witness

Mandatory

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

Witness

for and on behalf of
City of Cape Town

(12) INSURANCE

(13) SPECIFICATION(S)

This tender makes provision for the Supply, Delivery and Installation and commissioning of various scientific instrumentation for the analysis of samples in all environmental media to Scientific Services

This tender is required for operational purposes in order to meet compliance requirements in terms of the National Water Act, National Environmental Management Act, SANS 241, Regulation 991 (1984), General Authorisation (2013) for Effluent discharge limits, Minimum requirements for boreholes and Guidelines for the disposal and utilisation of sludges (2006) including other regulatory requirements. The equipment is crucial for analysis of the New Water Schemes and supports the City's New Water Strategy.

Each tenderer is required to answer YES or NO to each of the following technical specifications with respect to the instrument they propose in their bid. All technical brochures must be submitted with the tender document.

NOTE: A direct reference to the submitted literature/technical documents and page verifying the answer must be provided for each item.

ITEM 1: The supply and commission of a digital portable free & total chlorine colorimeter.			
To determine the chlorine concentration in water, required for disinfection control			
	COMPLIANCE		COMMENTS & REFERENCE
	YES	NO	
Equipment manufacturer			
Manufacturer must be ISO 9001 certified			
Equipment supplier			
Supply			
• latest model currently in production			
Provide			
• at shipment a declaration of conformity.			
Perform			
• commissioning within two weeks of installation			
• instrument performance verification within four weeks of commissioning			
• Installation and commissioning by trained service engineers			
• Provide service engineer(s) CVs			
Provide			
• on-site training (5 staff members) as instruments are purchased			
• theoretical & practical training			
• competency assessment (theoretical, written & practical)			
• competency declarations and certifications			
Guarantee the instrument for a minimum 12 month after commissioning			
Must be able to			
• supply all the equipment spares & accessories			
Subcontracting is			
• not allowed on supply and training			
Equipment			
Able to analyse for free & total chlorine			
Methodology: free & total chlorine – ISO 7393-2			
Range of free chlorine between 0.00 to 6.00 mg/l Cl ₂			
Range of total chlorine between 0.00 to 5.00 mg/l Cl ₂			
Portable unit with battery power exceeding 8 hours			
The instrument be supplied in a robust and durable carry case.			
Operational consumables (include in quote)			
Reagents for 3000 free & 3000 total chlorine tests / colorimeter			
Three additional cuvette sets			
10 x 2ml ampules certified reference material standards (with Certificate of Analysis) for free & total chlorine			

Data system			
Store minimum of 10 results			
Must be able to transfer data (stored results) to PC (Laboratory Information Management System			

ITEM 2: The supply, installation and commission of an Automated Biological Oxygen Demand (BOD) Analyser with autosampler.			
DETAILS	COMPLIANCE		COMMENTS & REFERENCE
	YES	NO	
<u>Equipment manufacturer</u>			
ISO 9001 certified			
<u>Equipment supplier</u>			
Supply			
• latest model currently in production			
Provide			
• at shipment a declaration of conformity to specifications.			
Perform			
• commissioning within two weeks of installation			
• instrument performance verification (incl. chemicals & consumables required) within four weeks of commissioning			
• Installation and commissioning by trained service engineers			
• Provide service engineer(s) CV			
Provide			
• on-site theoretical & practical training for 20 people (in groups of 4)			
• competency assessment (theoretical & practical)			
• competency declarations and certifications			
• Training programme plan must be submitted			
Guarantee			
• minimum 12 month after commissioning			
Able to			
• supply all the equipment spares & accessories			
Subcontracting			
• not allowed on supply of equipment and training			
Perform sample validation			
• Matrix reproducibility			
• Raw sewage			
• Treated effluent			
• Industrial effluent			
<u>Equipment</u>			
Automated system that employs photometric reactions for the determination of BOD			
LOQ and LOD for all determinands must be determined during validation			
Capable of handling methods:			
• BOD (ASTM Standard Methods, 5210B, 22nd & 23rd edition, ISO EN 18991, ISO EN 18992or similar)			
Sample Matrix include			
• Raw sewage			
• Treated effluent			
• industrial effluent			
Automatic dilutor, seed and inhibitor.			
Automated bottle capping/de-capping will be an advantage			
pH measurement and adjustment			
• Addition of dilution water			
• Sample aeration			
• Sample pipetting, including pre-dilutions and barcode reading will be an advantage			
• Sample homogenization			
• Measurement of dissolved oxygen			

• Calculation and validation BOD			
Operational consumables (include in quote)			
2 x glucose-glutamic acid Reference Standards (CRM) with CoA for each determinand (500 ml)			
Include set of spares for routine maintenance for three years			
Data System			
Software must be Windows 10 compatible			
Software to be loaded on CoCT supplied PC			
Supply copy of software and user manual			
User rights – password & role permissions.			
Results, raw data and methods stored in database.			
Import and export data to and from a Laboratory Information Management System			

ITEM 3: The supply of a Sample Homogeniser			
DETAILS	COMPLIANCE		COMMENTS & REFERENCE
	YES	NO	
Equipment manufacturer			
ISO 9001 certified			
Equipment supplier			
Supply			
• latest model currently in production			
Provide			
• at shipment a declaration of conformity.			
Guarantee			
• minimum 12 month			
Subcontracting			
• not allowed on supply of equipment			
The equipment:			
• Must be capable of blending/homogenising raw wastewater of domestic and industrial origin containing solids mixed with liquid to a smooth homogenise mixture			
• Must be suitable for volumes up to 5000ml			
• Built-in electronic control with the possibility to adjust speeds up to 30000 RPM			
• Capability to set a timer is an advantage			
• Automatic switch-off to prevent overheating is an advantage			
• Must include a stand in order to operate without being held by hand			
• Must be able to be used in the sample bottle or in a beaker			
• Speed stability even with changes in viscosity			

ITEM 4: The supply of a multi-parameter water quality sonde with titanium sensors and wet-mateble universal sensor ports for research and analyses of natural aquatic environments and groundwater			
DETAILS	COMPLIANCE		COMMENTS & REFERENCE
	YES	NO	
Equipment manufacturer			
ISO 9001 certified			
Equipment supplier			
Supply			
• latest models currently in production			
Provide			
• at shipment a declaration of conformity.			
Guarantee			

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• minimum 12 month			
• Training for 10 staff members			
Subcontracting			
• not allowed on supply of equipment and training			
Equipment			
Should contain at least seven titanium sensor ports with internal data logging and battery power.			
Should include a waterproof handheld device with USB connectivity, display and onboard memory			
The sensors should have wet-mateable universal sensor ports to allow for swaps in wet conditions.			
The sonde should be able to fit in a <5.5cm diameter groundwater well			
The sonde should be able to automatically check for faults and errors to ensure successful deployments			
Able to monitor natural aquatic environments such as groundwater, rivers, estuaries,dams			
Should have a sensor port for each of the following parameters: <ul style="list-style-type: none"> • Conductivity/Temperature • pH/ORP • Rhodamine • Nitrate • DO • Total algae (phycocyanin and chlorophyll) • Turbidity and Total Suspended Solids • Ammonia 			
Able to calculate salinity, specific conductance, total dissolved solids and total suspended solids.			
Able to monitor various depths (up to at least 90m or more)			
Should contain a cable with 10 m length, with distance markings.			
Should contain Large, Hard-sided Carrying Case			
The water quality meter should make use of smart sensor technology that allows sensors to be automatically recognized while still keeping calibration data.			

ITEM 5: The supply of a portable pH meter for research and analyses of natural aquatic environments and industrial wastewaters.			
DETAILS	COMPLIANCE		COMMENTS & REFERENCE
	YES	NO	
Equipment manufacturer			
ISO 9001 certified			
Equipment supplier			
Supply			
• latest models currently in production			
Provide			
• at shipment a declaration of conformity.			
Guarantee			
• minimum 12 month			
Subcontracting			
• not allowed on supply of equipment			
Equipment			
Should contain the following: <ul style="list-style-type: none"> • a IP67 waterproof handheld device with USB connectivity, display and onboard memory. • Automatic calibration and buffer recognition • Automatic temperature compensation • User-replaceable single- or double-junction electrodes • GLP functionality (saves and displays last calibration data) 			

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<ul style="list-style-type: none"> 1, 2, or 3-point calibration "Hold" feature locks readings on display Graphic display with on-screen instructions >200 hour battery life; low battery indicator Should contain a sensor port for pH measurement and temperature with operating pH Range: 0 to 14 units 			
The unit must be provided with two types of sensors i.e. sensor for wastewater analysis and a sensor for clean water analysis.			
Should be able to measure temperature with range: -5 to 70°C			
Should have a cable with atleast 10m length or more			
Should contain soft-sided carrying case			
Operational consumables:			
<ul style="list-style-type: none"> 500 (20 -25 ml) pH Buffers 4, 7, and 10 buffer sachets each 			
Data memory:			
<ul style="list-style-type: none"> Should be able to store 50 data sets 			

ITEM 6: The supply of a portable Optical Dissolved Oxygen meter.

DETAILS	COMPLIANCE		COMMENTS & REFERENCE
	YES	NO	
<u>Equipment manufacturer</u>			
ISO 9001 certified			
<u>Equipment supplier</u>			
Supply			
<ul style="list-style-type: none"> latest models currently in production 			
Provide			
<ul style="list-style-type: none"> at shipment a declaration of conformity. 			
Guarantee			
<ul style="list-style-type: none"> minimum 12 month 			
Subcontracting			
<ul style="list-style-type: none"> not allowed on supply of equipment 			
<u>Equipment</u>			
Should contain a handheld device with a rugged, waterproof case (IP-67 rated) and a military-spec (MS) cable connector with USB connectivity, display and onboard memory.			
The instrument must include the DO sensor/electrode			
Should contain a sensor port for DO and temperature measurement			
Should be able to monitor DO range: 0 to 500%, 0 to 50 mg/L			
Should be able to measure temperature range: -5 to 70°C			
Should have a cable with atleast 10m length or more			
Should contain soft-sided carrying case			
Data memory:			
<ul style="list-style-type: none"> Should be able to store large onboard memory with storage capacity for over 100,000 data sets 			

ITEM 7: The supply, installation and commissioning of a Biological Microscope with Digital Camera for Filamentous bacteria identification using wet Mountsm, Gram and Neisser stains

DETAILS	COMPLIANCE		COMMENTS & REFERENCE
	YES	NO	
<u>Equipment manufacturer</u>			
ISO 9001 certified			
<u>Equipment supplier</u>			
Supply			
<ul style="list-style-type: none"> latest model currently in production 			
Provide			
<ul style="list-style-type: none"> at shipment a declaration of conformity 			
Perform			
<ul style="list-style-type: none"> commissioning within two weeks of installation instrument performance verification Installation and commissioning by trained service engineers 			

Provide on-site theoretical & practical training for 10 people • Training programme plan must be submitted.			
Guarantee • minimum 12 month after commissioning			
Subcontracting • not allowed on supply of equipment and training			
Equipment			
Must include Objectives for 10x, 40x, 100x oil immersion			
Advantage if fungus proof objectives are catered for			
Smooth rotation quadrupole nosepiece			
Should include a double plate mechanical stage with XY dual travel control			
A spring-loaded slide holder must be included			
A condenser should have a aperture diaphragm with position markings for the objectives.			
The Coaxial course and fine knobs should be located at desk level			
LED light source with minimum of 50 000 hours lifetime			
Observation methods must include: Bright field, Dark Field, Phase Contrast			
Must include triocular tubes to cater for camera			
A dust cover must be provided for the microscope.			
Camera:			
The Camera should be compatible with the microscope Must be able to capture still image and video capture, live and still image measurements, image adjustments			
Camera should be a high definition color camera			
Minimum 10MP camera			
Operational consumables (include in quote)			
Oil for the microscope must be provided			
Include set of spares for routine maintenance for three years			
Data System			
Software Windows 10 compatible			
Software to be loaded on CoCT supplied PC and license to be owned by the City			
Supply software and user manual			
User rights – password & role permissions will be an advantage			

ITEM 8: The supply, installation and commissioning of a GC x GC Time-of-Flight Mass Spectrometer (GC x GC-MS -TOF) for the determination (identification and quantification) of organic compounds			
DETAILS	COMPLIANCE		COMMENTS & REFERENCE
	YES	NO	
Equipment manufacturer			
ISO Certification • ISO 9001			
Equipment supplier			
• Supply latest model currently in production			
• Provide at shipment a declaration of conformity			
• Provide all ancillary equipment for the instrument to function.			
Perform • Installation and commissioning • instrument performance verification • Installation and commissioning by trained service engineers • Provide service engineer(s) CV			
Supply and install gas lines and regulators to existing gas utilities.			
Provide • on-site theoretical & practical training for 5 people (as per COVID protocol)			

<ul style="list-style-type: none"> competency assessment (theoretical & practical) competency declarations Training programme plan must be submitted 			
Guarantee <ul style="list-style-type: none"> minimum 12 month after commissioning 			
Subcontracting <ul style="list-style-type: none"> not allowed on supply of equipment and training 			
<u>Equipment</u>			
Supply <ul style="list-style-type: none"> GC x GC Time-of-Flight Mass Spectrometer <ul style="list-style-type: none"> Preferable a Benchtop model Perform both qualitative & quantification analysis 			
<u>Sample Introduction</u>			
Support <ul style="list-style-type: none"> Liquid injections Headspace sample introduction SPME sample introduction 			
Capacity for at least <ul style="list-style-type: none"> 150 x 2ml sample vials 30 x 10mL / 20mL sample vials 			
Auto sampler Liquid Syringe <ul style="list-style-type: none"> 10 x 5 uL Liquid Syringe 10 x 10 uL Liquid Syringe 			
Head Space Syringe <ul style="list-style-type: none"> Include 10 x 1mL (approximate volume) Headspace Syringe Include 10 x 2.5mL (approximate volume) Headspace Syringe Include 10 x 5mL (approximate volume) Headspace Syringe 			
Vials <ul style="list-style-type: none"> Include 1000 crimp 2mL vials with caps Include 1000 10 mL vials with caps Include 1000 20 mL vials with caps 			
Solid Phase Micro Extraction (SPME) sample introduction <ul style="list-style-type: none"> Include <ul style="list-style-type: none"> 3 x SPME Filter assembly for use with Auto sampler 3 x 7um Polydimethylsiloxane (PDMS) SPME Fibres 3 x 30um Polydimethylsiloxane (PDMS) SPME Fibres 3 x 100um Polydimethylsiloxane (PDMS) SPME Fibres 			
<u>Gas Chromatograph</u>			
<ul style="list-style-type: none"> Split-Split Less injections 			
Capillary columns included <ul style="list-style-type: none"> 2 x DB-5MS UI 30 m x 0.25 mm x 0.25 mm (or similar) 2 x Rtx-200, 1 m x 0.25 mm x 0.25 µm 2 x DB-624 UI 30m x 0.53mm x 3um (or similar) 2 x Rxi-17 Sil ms, 1.5 m x 0.15 mm ID x 0.15 µm (or similar) 			
<u>Mass Spectrometer</u>			
Type <ul style="list-style-type: none"> Time of Flight 			
Ion Source <ul style="list-style-type: none"> Electron Ionization 			
<u>Data System</u>			
Software Requirements <ul style="list-style-type: none"> Windows 10 compatible Software to be loaded on CoCT supplied PC Results, raw data and methods stored in database. Import and export data to and from Laboratory Information Management System (Preferably bidirectional communication) Include latest version of Mass Spectra Library (NIST, WILEY, etc.) 			

• Supply copy of software and user manual			
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ITEM 9: The supply, installation and commission a Capillary Electrophoresis: Sanger Sequencing Instrument

Scientific Services requires installation of a Capillary Electrophoresis: Sanger Sequencing instrument to confirm that the target fragment has been amplified by polymerase chain reaction thermocyclers (conventional and quatitative PCR)

DETAILS	COMPLIANCE		COMMENTS & REFERENCE
	YES	NO	
Equipment manufacturer			
ISO 9001 certified			
Equipment supplier			
Supply			
• latest model currently in production			
Provide			
• at shipment a declaration of conformity to specifications describing tests performed as well as analyser serial numbers			
Perform			
<ul style="list-style-type: none"> commissioning within two weeks of installation. The supplier must provide all reagents, chemicals and consumables that is needed for commissioning. Once installed, the performance of the instrument should be verified. The supplier should provide all reagents, chemicals & consumables that is needed for the verification process) within four weeks of commissioning. Installation, commissioning and verification of the instrument must be done by a competent individual The competent individual's (s) CV must be provided. 			
Provide			
<ul style="list-style-type: none"> on-site training for 4 people <ul style="list-style-type: none"> theoretical & practical training programme plan must be submitted by the supplier. The supplier should be able to provide all necessary reagents, consumables and material for the practical component of the training. 			
Guarantee			
• minimum 12 month after commissioning			
Able to			
<ul style="list-style-type: none"> supply all accessories that is required for each technique the instrument is able to perform (e.g. automated sequencing (through selective incorporation of chain-terminating dideoxynucleotides fluorescent dyes which are labelled at the end of the DNA strand) : to validate/confirm DNA sequences; fragment analysis: separates DNA fragments according to its sizes. supply all: <ul style="list-style-type: none"> kits/reagents for sequencing: the reagents should be able to clean up the amplified products, premixed reagents for sequencing reactions as well as reagents to clean up the sequencing products in the shortest time with efficiency. standards required for sequencing, reagents kits and consumables that are required for the different techniques the instrument is able to conduct. These including: pre-assembled set of 24 capillaries per capillary array (units), pre-filled containers with ready to use 1X buffer: one with Cathode buffer and other with Anode buffer for electrophoresis), polymer (pouches) and pre-filled conditioning reagent (pouch) to wash the polymer pump, 96-well microtiter plates to load samples for analysis, microtiter 			

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plate holder holding the microtiter plate in position) for nucleic acid sequencing and fragment analysis.			
Subcontracting			
• not allowed on supply of equipment and training			
<u>Equipment</u>			
<u>Laser-induced fluorescence detection method</u>			
Must be a benchtop instrument			
Should be able to conduct more than one type of technique using Capillary Electrophoresis (e.g. automated sequencing, fragment analysis, etc.).			
The instrument should at least have 24 capillary array with built-in frame to ensure easy installation			
The capillary array length should range between 30 and 55 cm			
Should be able to analyse more than five dyes.			
Should be able to sequence 2 x 96 well plates			
Should have a sequencing read length of at least 800 base pairs.			
Should have a minimum run time of less than 40min			
Have integrated software for data collection, quality control and auto-analysis of sample files			
<u>Data System</u>			
Supply all software for sequencing analysis as well as software for Fragment analysis.			
All instrument operational Software should be Windows 10 compatible			
Software to be loaded on a CoCT supplied PC			
Supply copy of software and user manual			
User rights – password & role permissions.			
Results, raw data and methods stored in database.			
Export data to Laboratory Information Management System			

ITEM 10: The supply, delivery and commissioning of a rapid, easy-to-use molecular based instrument to detect a range of high-risk pathogens (such as bacteria, parasites, viruses) in a single semi-solid or solid sample such as sludges or compost.			
DETAILS	COMPLIANCE		COMMENTS & REFERENCE
	YES	NO	
<u>Equipment manufacturer</u>			
ISO 9001 certified			
<u>Equipment supplier</u>			
Supply			
• latest model currently in production			
Provide			
• at shipment a declaration of conformity			
Perform			
• commissioning within two weeks of installation. The supplier must provide all reagents, chemicals and consumables that is needed for commissioning.			
• Once installed, the performance of the instrument should be verified. The supplier should provide all reagents, chemicals & consumables that is needed for the verification process within four weeks of commissioning.			
Installation and commissioning by a competent individual			
• The competent individual's CV			
Provide			
• on-site training for 4 people			
• theoretical & practical			
• Training programme plan must be submitted			
Guarantee			
• minimum 12 month after commissioning			
Able to			
• supply all the instrument spares;			
• supply all accessories required for analysis with the instrument;			
• supply supporting accessories to optimize workflow and minimise operator error			
• supply all quality controls to monitor precision and accuracy of the test			
• supply reagent kits consisting of reagent pouches with an internal control as well as all other components and consumables which are required to analyse samples on the instrument			
Subcontracting			
• not allowed on supply of equipment and training			
<u>Equipment</u>			
Benchtop model			
Automated system to extract and purify nucleic acid material from the sample, followed by nested amplification of the target sequence on a single instrument.			
Evaluation of nested amplified products with DNA melting analysis, using fluorescence, to detect and identify the micro-organisms present in a tested sample.			
Sample preparation, amplification and detection should be done using one instrument.			
Should have a fast turnaround time (90min or less) from sample preparation, loading, amplification, detection, data generation and ultimately analysis.			
Should be able to rapidly and simultaneously detect pathogenic micro-organisms, associated with Gastro-intestinal diseases/illnesses, of the following classes: bacteria, viruses and parasites per sample tested.			

A test report should be generated and displayed upon completion of a run.			
Data System			
Instrument software should be able to automatically analyse and store the data and generate an easy to understand report upon completion of each test run.			
Software Windows 10 compatible			
Software to be loaded on CoCT supplied PC			
Supply copy of software and user manual			
User rights – password & role permissions.			
Results, raw data and methods stored in database.			
Export data to Laboratory Information Management System			

ITEM 11: The supply, installation and commissioning of a rapid quantitative polymerase chain reaction instrument (QPCR) with fluorescence resonance transfer (FRET) technology with minimal time required for analysis to rapidly detect target pathogens in various water samples.			
DETAILS	COMPLIANCE		COMMENTS & REFERENCE
	YES	NO	
<u>Equipment manufacturer</u>			
ISO 9001 certified			
<u>Equipment supplier</u>			
Supply			
• latest model currently in production			
Provide			
• at shipment a declaration of conformity			
Perform			
• commissioning within two weeks of installation			
• instrument performance verification (incl. chemicals & consumables required) within four weeks of commissioning			
• Installation and commissioning by trained service engineers			
• Provide service engineer(s) CV			
Provide			
• on-site training for 10 people			
• theoretical & practical			
• Training programme plan must be submitted			
Guarantee			
• minimum 12 month after commissioning			
Able to			
• supply all the equipment spares & accessories, reagents/kits, controls (including internal controls) and consumables for sample testing			
• Reagents should be able to be stored at room temperature without hindering efficacy of the PCR			
Subcontracting			
• not allowed on supply of equipment and training			
<u>Equipment</u>			
The instrument should be open platform to allow for the use of other commercial kits, when required.			
Benchtop instrument			
Should have high-test specificity for waterborne pathogens such as bacteria, viruses and parasites			
Should be able to test a range of water types, such as:			
Sewage			
Potable water			
Surface water			
Other environmental waters			
<u>Operational consumables (include in quote)</u>			
Kits for bacteria, viruses and parasites (five of each):			
• Kits, controls, reagents and consumables required for the detection of various waterborne pathogens (bacteria, viruses and parasites).			

Data System			
All required Software for detection of bacteria, viruses and parasites should be Windows 10 compatible			
All Software to be loaded on CoCT supplied PC			
Supply copy of software and user manual			
User rights – password & role permissions.			
Results, raw data and methods stored in database.			
Export data to Laboratory Information Management System			

ITEM 12: To supply, installation and commissioning of an automated benchtop immuno-analyser to rapidly produce high-quality test results for the detection of pathogens in various water samples.

DETAILS	COMPLIANCE		COMMENTS & REFERENCE
	YES	NO	
<u>Equipment manufacturer</u>			
ISO 9001 certified			
<u>Equipment supplier</u>			
Supply			
• latest model currently in production			
Provide			
• at shipment a declaration of conformity			
Perform			
• commissioning within two weeks of installation. The supplier must provide all reagents, chemicals and consumables that is needed for commissioning.			
• Once installed, the performance of the instrument should be verified. The supplier should provide all reagents, chemicals & consumables that is needed for the verification process within four weeks of commissioning			
• Installation, commissioning and verification of the instrument must be done by a competent individual.			
• The competent individual's CV and competency certificate must be supplied.			
Provide			
• on-site training for 4 people			
• theoretical & practical			
• Training programme plan must be submitted			
• The supplier should be able to provide all necessary reagents, consumables and material for the practical component of the training			
Guarantee			
• minimum 12 month after commissioning			
Able to			
• supply all the equipment spares;			
• supply all accessories, ready-to-use reagents, kits (with standard, control, diluent, etc) and consumables required for testing of water samples on the instrument.			
• Supply supporting accessories (e.g. automated sample preparation instruments) to optimize and simplify workflow as well as minimise operator error			
Subcontracting			
• not allowed on supply of equipment and training			
<u>Equipment</u>			
Benchtop instrument with detection via fluorescence			
Include automated sample preparation instruments			
Should be able to perform the entire ELISA method automatically to detect pathogens and toxins in water			
Should be able to process different parameters simultaneously.			
Single and batch sample testing capability			
Should have more than one independent section, each with at least five test positions per section to ensure continuous workflow.			
Should have an automated barcode identification			

Able to generate results under 60 min			
Data System			
Software Windows 10 compatible			
Software to be loaded on CoCT supplied PC			
Software should be able to manage quality controls			
Supply copy of software and user manual			
User rights – password & role permissions.			
Results, raw data and methods stored in database.			
Export data to and from Laboratory Information Management System			

ITEM 13: The supply, installation and commissioning of an automated benchtop enumeration instrument to test for water quality indicators in processed water samples.

DETAILS	COMPLIANCE		COMMENTS & REFERENCE
	YES	NO	
Equipment manufacturer			
ISO 9001 certified			
Equipment supplier			
Supply			
• latest model currently in production			
Provide			
• at shipment a declaration of conformity			
Perform			
• commissioning within two weeks of installation. The supplier must provide all reagents, chemicals and consumables that is needed for commissioning.			
• Once installed, the performance of the instrument should be verified. The supplier should provide all reagents, chemicals & consumables that is needed for the verification process within four weeks of commissioning			
• Installation, commissioning and verification of the instrument must be done by a competent individual.			
• The competent individual's CV and competency certificate must be supplied.			
Provide			
• on-site training for 5 people			
• theoretical & practical			
• Training of programme plan must be submitted			
• The supplier should be able to provide all necessary reagents, consumables and material for the practical component of the training			
Guarantee			
• minimum 12 month after commissioning			
Able to			
• supply all the equipment spares;			
• supply all accessories, reagents/kits and consumables required to perform analyses, simplify workflow and minimise operator error.			
Subcontracting			
• not allowed on supply of equipment and training			
Equipment			
Benchtop			
The instrument must be able to analyse more than 40 samples per hour			
The system should have the functionality to be able to enumerate several water quality indicators such as Total viable counts, coliform counts, E.coli, Enterobacteriaceae, Staphylococcus aureus, yeast, moulds, Campylobacter,.			
The instrument should automatically prepare and analyse the sample			

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Allow rapid growth of micro-organisms through culture by ensuring faster turnaround times from testing the sample to data generation			
Detect the presence of microorganisms with fluorescence using the most probable number method, through culture in a single consumable such as a card or pouch. Final data should be reported in Colony Forming Units			
Able to label all viable micro-organisms in nutrient-poor water as well as in water types where growth inhibitors are present			
Should be able to label viable bacteria, spores, yeasts and moulds			
The system should be able calculate the number of microorganism(s) in the initial sample using statistical methods and the final result should be expressed in CFU/g or CFU/ml.			
Should be able to rapidly detect very low numbers of bacteria (even spores), yeast and mould.			
The Limit of Detection should be low (1 - ≤15 CFU/ml).			
Should be ideally be able to analyse variable sample sizes 1- ≤1000 ml.			
Data System			
Software Windows 10 compatible			
Software to be loaded on CoCT supplied PC			
Supply copy of software and user manual			
User rights – password & role permissions.			
Results, raw data and methods stored in database.			
Export data to Laboratory Information Management System			

ITEM 14: The supply, installation and commissioning of an instrument that is able to rapidly and accurately perform microbial identification and antibiotic susceptible testing using Matrix Assisted Laser Desorption Ionization Time of Flight (MALDI-TOF) technology.

DETAILS	COMPLIANCE		COMMENTS & REFERENCE
	YES	NO	
<u>Equipment manufacturer</u>			
ISO 9001 certified			
<u>Equipment supplier</u>			
Supply			
• latest model currently in production			
Provide			
• at shipment a declaration of conformity			
Perform			
• commissioning within two weeks of installation. The supplier must provide all reagents, chemicals and consumables that is needed for commissioning.			
• Once installed, the performance of the instrument should be verified. The supplier should provide all reagents, chemicals & consumables that is required for the verification process within four weeks of commissioning			
• Installation, commissioning and verification of the instrument must be done by a competent individual.			
• The competent individual's CV and competent certificate must be supplied.			
Provide			
• on-site training for 5 people			
• theoretical & practical			
• Training programme plan must be submitted by the supplier.			
• The supplier should be able to provide all necessary reagents, consumables and material required for the practical component of the training.			
Guarantee			
• minimum 12 month after commissioning			

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Able to			
<ul style="list-style-type: none"> supply all the equipment spares; supply accessories, ready-to-use reagents/kits and consumables required to perform analyses , simplify workflow, minimise operator error and ensure easy traceability from samples to results. 			
Subcontracting			
<ul style="list-style-type: none"> not allowed on supply of equipment and training 			
Equipment			
Instrument must be a Bench top model			
Automated mass spectrometry system using Matrix Assisted Laser Desorption Ionization Time-of-Flight (MALDI-TOF) technology to identify micro-organisms in a sample with fast turnaround times.			
Should be able to rapidly identify bacteria to the taxonomic levels (family, genus and species levels) with ease.			
Able to easily discriminate between bacterial species			
Should also be able to automatically perform antibiotic susceptibility testing with fast turnaround times. This is important to identify micro-organisms with public health concern through identification of antibiotic resistance strains) which are present in environmental waters.			
Rapid and accurate Minimum Inhibition Concentration susceptibility results			
Able to identify to the species level and easily discriminate between species			
Incorporates a quality control measure			
Data System			
Software Windows 10 compatible			
Software to be loaded on CoCT supplied PC			
Supply copy of software and user manual			
Offer remote support and troubleshooting			
User rights – password & role permissions.			
Results, raw data and methods stored in database.			
Export data to Laboratory Information Management System			

ITEM 15: To supply, install and commission a Next Generation Sequencing Instrument which is able to rapidly identify and group multiple micro-organisms, present in a sample, into specific levels/categories example class, family, genus, species.

DETAILS	COMPLIANCE		COMMENTS & REFERENCE
	YES	NO	
Equipment manufacturer			
ISO 9001 certified			
Equipment supplier			
Supply			
<ul style="list-style-type: none"> latest model currently in production 			
Provide			
<ul style="list-style-type: none"> at shipment a declaration of conformity 			
Perform			
<ul style="list-style-type: none"> commissioning within two weeks of installation. The supplier must provide all reagents, chemicals and consumables that is needed for commissioning. Once installed, the performance of the instrument should be verified. The supplier should provide all reagents, chemicals & consumables that is needed for the verification process within four weeks of commissioning Installation, commissioning and verification of the instrument must be done by trained service engineers. <ul style="list-style-type: none"> The service engineer(s) CV must be provided by the supplier. 			
Provide			

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<ul style="list-style-type: none"> on-site training for 3 people <ul style="list-style-type: none"> theoretical & practical training programme plan must be submitted by the supplier. The supplier should be able to provide all necessary reagents, consumables and material for the practical component of the training. 			
Guarantee <ul style="list-style-type: none"> minimum 12 month after commissioning 			
Able to <ul style="list-style-type: none"> supply all the equipment spares, supply all accessories that is required for analysis, supply all reagents/kits and consumables to perform the required analysis. 			
Subcontracting <ul style="list-style-type: none"> not allowed on supply of equipment and training 			
Equipment			
Must be a benchtop instrument			
Able to analyse samples within 24hrs and able to sequence 2 x 96 well plates in a single run.			
Fit for use to rapidly identify a diverse range of bacteria, viruses and fungi in a range of water samples.			
Should be able to perform accurate discrimination to the genus and species level (bacteria).			
Able to type bacteria and viruses			
Able to interchange and perform whole-genome and targeted (amplicon) sequencing			
Data System			
Software Windows 10 compatible			
Software to be loaded on CoCT supplied PC			
Supply copy of software and user manual			
User rights – password & role permissions.			
Results, raw data and methods stored in database.			
Export data to Laboratory Information Management System			

ITEM 16: Supply, Delivery and Commissioning of an Inverted Light Microscope With Camera For Microscopic Analysis for the analysis of Algal Identification and Enumeration as well as other required Microscopy analysis of Drinking and raw waters

DETAILS	COMPLIANCE		COMMENTS & REFERENCE
	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	
Equipment manufacturer			
ISO 9001 certified			
Equipment supplier			
Supply <ul style="list-style-type: none"> latest model currently in production 			
Provide <ul style="list-style-type: none"> at shipment a declaration of conformity 			
Perform <ul style="list-style-type: none"> commissioning within two weeks of installation instrument performance verification (incl. chemicals & consumables required) within four weeks of commissioning Installation and commissioning by trained service engineers <ul style="list-style-type: none"> Provide service engineer(s) CV 			
Provide <ul style="list-style-type: none"> on-site training for 10 people <ul style="list-style-type: none"> theoretical & practical Training programme plan must be submitted 			

Guarantee			
• minimum 12 month after commissioning			
Able to			
• supply all the equipment spares & accessories			
Subcontracting			
• not allowed on supply of equipment and training			
Equipment			
• Manual focus drive and focus stop			
• Light manager built into the stand			
• Camera Sideport left - minimum three switching positions			
• Must have Mechanical stage ranging between 120mm x 90mm			
• Universal mounting frame suitable for petri dishes and slides			
• Must have innovation to prevent liquid spillage onto objective lenses and stands of microscope			
• Must include a dust cover			
• Halogen light source			
• Must have objective lenses to ensure the minimizing of straylight; with a visible increase in contrast for all contrast methods e.g. Brightfield, Darkfield, Phase contrast, DIC, Fluorescence, Polarised light microscopy			
• 10 x 23mm focusable eyepieces			
• Adjustable slide holder			
• Must have condensers for both long-distance and DIC imaging			
• DIC condenser rings and sliders			
• Must have Digital camera attached with minimum Minimum 5 MP camera with Complimentary Metal Oxide Semi (CMOS)conductor			
• User interface configurable, control of the microscope systems and components, extensive acquisition and analysis.			
• The following modules are included: <ul style="list-style-type: none"> - Module to allow accurate measurement - Module to take panoramic views - Module to extend the focus of images manually 			
• Extra modules are bonus			
• Software to be the City property with licences			
• Software to be compatible with Windows 10 and upgradable.			
• Software to be loaded on CoCT supplied PC			

ITEM 17: The Supply and installation of a Microwave Drying System.			
DETAILS	COMPLIANCE		COMMENTS & REFERENCE
	YES	NO	
General			
<u>Equipment manufacturer</u>			
ISO 9001 certified			

Equipment supplier			
Supply			
• latest model currently in production			
Provide			
• at shipment a declaration of conformity			
Provide			
• on-site practical training for 5 people			
Guarantee			
• minimum 12 month after commissioning			
The Instrument must be able to meet the following technical requirements			
<ul style="list-style-type: none"> • Temperature Capabilities: 150° C • Magnetron Frequency: 2450 MHz • Microwave Power: 650 watts minimum • Exhaust Capabilities: 120 CFM • IR System: Infrared device for monitor/control of sample drying • Turntable: 10 RPM • Safety Interlock: Three safety door interlock mechanisms prevent instrument operation and microwave emissions in case of improper door closure or misalignment • Cavity Lighting: Halogen Lamp 			
The instrument must be able to be internally calibration			

Item 18: Supply, delivery and installation of a Carbon Dioxide (CO ₂) Analysers.			
DETAILS	COMPLIANCE	COMMENTS & REFERENCE	
	YES✓	NO x	
GENERAL			
Equipment manufacturer			
ISO 9001 certified			
Equipment supplier			
Supply latest model currently in production			
The supplier shall:			
Provide training on the basic maintenance and operation of analyser : <ul style="list-style-type: none"> • on-site training for 8 people • theoretical & practical • competency assessment (theoretical ,written) & practical) • competency declarations • training programme plan must be submitted. 			
The analysers shall:			
be supplied with a complete set of instructions and service manuals or CD/DVDs, as required for successful operation and maintenance of the analysers.			
The design of the analysers must meet the requirements of the US EPA reference method for the ambient monitoring of Carbon Dioxide.			

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Must be able to operate in conditions that range from 2 – 40°C and relative humidity from 20-80% non-condensing.			
ANALYSER PERFORMANCE AND OPERATION			
The analysers must be able to sample ambient air ranging in temperature from -40°C and 60°C.			
The analyser must be able to provide short term averages (10 minutes) for pollutant source identification.			
The analysers must have a measurement range of Min: 0 – 2 ppm Full Scale Max: 0 – 20 000 ppm Full Scale			
The analyser must be able to produce readings in the following units of measurement: ppb, ppm, ug/m3, mg/m3. This must be user selectable.			
The analyser must have a Lower Detection Limit (LDL) of <0.2 ppm.			
The analysers must conform to the following stability factors; Zero Drift : < 0.25 ppm/24 Hours. Span Drift: < 0.5% of Full Scale/ 24 hours. Precision: 0.5% or reading			
The analysers must conform to the following measurement factors; Zero Noise : < 0.1 ppm ppm/24 Hours. Span Noise: < 0.5% of Full Scale/ 24 hours. Linearity: 0.5% or reading			
The sample flowrate of the analyser must not exceed 800 cm3/min +- 10%			
The analysers must have an internal logging system that allows for the logging of user specified variables and must be able to have a storage capacity of not less than 500 000 records.			
The data output must be through and Ethernet with embedded FTP server, RS232 or RS 485 ports.			
The analyser must have a USB connection to allow for easy downloads to a portable USB flash drive.			
The analysers must be able to integrate into the Envidas Air Quality Monitoring System of the City.			
The tenderer must provide a comprehensive spares kit adequate for a three year period. In addition the tenderer must provide all necessary auxiliaries, microprocessors, interface cables (Ethernet, Analog, and Digital) and service manuals.			

Item 19: Supply, Delivery and Installation of a PARTICULATE MATTER (PM₁₀ and PM_{2.5}) ANALYSER			
DETAILS	COMPLIANCE	COMMENTS & REFERENCE	
	YES✓	NO ✕	

GENERAL			
Equipment manufacturer			
ISO 9001 certified			
Equipment supplier			
Supply latest model currently in production			
The supplier shall:			
Provide training on the basic maintenance and operation of analyser : <ul style="list-style-type: none"> on-site training for 8 people theoretical & practical competency assessment (theoretical (written) & practical) competency declarations training programme plan must be submitted. 			
The analysers shall:			
be supplied with a complete set of instructions and service manuals or CD/DVDs, as required for successful operation and maintenance of the analysers.			
The design of the analysers must meet the requirements of the US EPA reference method for the ambient monitoring of Particulate Matter.			
Must be able to operate in conditions that range from 2 – 40°C and relative humidity from 20-80% non-condensing.			
ANALYSER PERFORMANCE AND OPERATION			
The analysers must be able to sample ambient air ranging in temperature from - 40°C and 60°C.			
The analyser controls must be menu driven preferably via display with a touch screen interface.			
The analysers must be able to measure PM _{2.5} and PM ₁₀ simultaneously.			
The sensor and control units of the analysers must be weather protected and able to withstand temperatures of 0°C to 50°C.			
The analysers must have a measurement range of 0 – 10000 µg/m ³ . The resolution of the measurement must be 0.1 µg/m ³			
The analyser must be able to produce real time mass concentration average outputs with a 15 min default. The data output rate must not be longer than 2 seconds.			
The analyser must be able to produce long term averaging outputs of 30 min, 1 hour, 8 hour and 24 hours.			
The analysers must be able to produce a measurement accuracy of 1 µg/m ³ for a 1 hour average			

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The analysers must have two mass measurement units to continuously measure PM _{2.5} and PM ₁₀			
The analysers must have an internal logging system that allows or the logging of user specified variables and must be able to have a storage capacity of not less than 500 000 records.			
the data output must be through and Ethernet with embedded FTP server, RS232 or RS 485 ports. The analysers must provide for 8 user defined outputs and 2 user defined contact closure alarms circuits. The analyser should also allow for 4 averaged analogue inputs with user defined conversion to engineering units.			
The analyser must have a USB connection to allow for easy downloads to a portable USB flash drive.			
the analyser setup and design must be such that it does not require a dedicated computer in field applications.			
The analysers must be able to integrate into the Envidas Air Quality Monitoring System of the City.			
The tenderer must provide a comprehensive spares kit adequate for a three year period. In addition the tenderer must provide all necessary auxiliaries, microprocessors, interface cables (Ethernet, Analog, and Digital) and service manuals.			

Item 20. Supply, delivery and installation of a SULPHUR DIOXIDE ANALYSER			
DETAILS	COMPLIANCE		COMMENTS & REFERENCE
	YES✓	NO ✕	
GENERAL			
Equipment manufacturer:			
<ul style="list-style-type: none">ISO 9001 certified			
Equipment supplier:			
<ul style="list-style-type: none">Supply latest model currently in production			
The supplier shall:			
Provide training on the basic maintenance and operation of analyser : <ul style="list-style-type: none">on-site training for 8 peopletheoretical & practical			

<ul style="list-style-type: none"> competency assessment (theoretical (written) & practical) competency declarations training programme plan must be submitted. 			
The analysers shall:			
be supplied with a complete set of instructions and service manuals or CD/DVDs, as required for successful operation and maintenance of the analysers.			
The design of the analysers must meet the requirements of the US EPA reference method for the ambient monitoring of Sulphur Dioxide.			
Must be able to operate in conditions that range from 2 – 40°C and relative humidity from 20-80% non-condensing.			
ANALYSER PERFORMANCE AND OPERATION			
The analysers must use an ultra violet fluorescent technique to continuously monitor ambient concentrations of sulphur dioxide as per US EPA reference method.			
The analyser must be able to provide short term averages (10 minutes) for pollutant source identification.			
The analyser must be provided with an IZS option (Internal Zero Span)			
The analysers must be able to withstand temperatures of 0°C to 40°C.			
The analysers must have a measurement range of Min: 0 – 50 ppb Full Scale Max: 0 – 20 000 ppb Full Scale			
The analyser must be able to produce readings in the following units of measurement: ppb, ppm, ug/m3, mg/m3. This must be user selectable.			
The analyser must have a Lower Detection Limit (LDL) of <0.4 ppb.			
<p>The analysers must conform to the following stability factors;</p> <ul style="list-style-type: none"> Zero Drift : < 0.5 ppb/24 Hours , 1 ppb/7 days. Span Drift: < 0.5% of Full Scale/ 24 hours, ≤ 1% of Full Scale / 7 days. Precision: 0.5% above 50 ppb 			
The analysers must have an internal logging system that allows for the logging of user specified variables and must be able to have a storage capacity of not less than 500 000 records.			
the data output must be through and Ethernet with embedded FTP server, RS232 or RS 485 ports.			
The analyser must have a USB connection to allow for easy downloads to a portable USB flash drive.			
The analysers must be able to integrate into the Envidas Air Quality Monitoring System of the City.			
The tenderer must provide a comprehensive spares kit adequate for a three year period. In addition the tenderer must provide all necessary auxiliaries, microprocessors, interface cables (Ethernet, Analog, and Digital) and service manuals.			

Item 21: Supply, delivery and installation of an OXIDES OF NITROGEN ANALYSER

DETAILS	COMPLIANCE		COMMENTS REFERENCE	&
	YES✓	NO ✖		
GENERAL				
Equipment manufacturer				
<ul style="list-style-type: none">ISO 9001 certified				
Equipment supplier				
<ul style="list-style-type: none">Supply latest model currently in production				
The supplier shall:				
Provide training on the basic maintenance and operation of analyser : <ul style="list-style-type: none">on-site training for 8 peopletheoretical & practicalcompetency assessment (theoretical (written) & practical)competency declarationstraining programme plan must be submitted.				
The analysers shall:				
be supplied with a complete set of instructions and service manuals or CD/DVDs, as required for successful operation and maintenance of the analysers.				
The design of the analysers must meet the requirements of the US EPA reference method for the ambient monitoring of Oxides of Nitrogen.				
Must be able to operate in conditions that range from 2 – 40°C and relative humidity from 20-80% non-condensing.				
ANALYSER PERFORMANCE AND OPERATION				
The analysers must be a single instrument able to continuously monitor ambient concentrations of NO, NO ₂ , NO _x as per US EPA reference method.				
The analyser must be able to provide short term averages (10 minutes) for pollutant source identification.				
The analyser must be provided with an IZS option (Internal Zero Span)				
The analysers must be able to withstand temperatures of 0°C to 40°C.				
The analysers must have a measurement range of: <ul style="list-style-type: none">Min: 0 – 50 ppb Full ScaleMax: 0 – 20 000 ppb Full Scale				
The analyser must be able to produce readings in the following units of measurement: ppb, ppm, ug/m3, mg/m3. This must be user selectable.				
The analyser must have a Lower Detection Limit (LDL) of <0.4 ppb.				
The analysers must conform to the following stability factors; <ul style="list-style-type: none">Zero Drift : < 0.5 ppb/24 Hours , 1 ppb/7 days.Span Drift: < 0.5% of Full Scale/ 24 hours, ≤ 1% of Full Scale / 7 days.Precision: 0.5% above 50 ppb				

The analysers must have an internal logging system that allows for the logging of user specified variables and must be able to have a storage capacity of not less than 500 000 records.			
The data output must be through and Ethernet with embedded FTP server, RS232 or RS 485 ports.			
The analyser must have a USB connection to allow for easy downloads to a portable USB flash drive.			
The analysers must be able to integrate into the Envidas Air Quality Monitoring System of the City.			
The tenderer must provide a comprehensive spares kit adequate for a three year period. In addition the tenderer must provide all necessary auxiliaries, microprocessors, interface cables (Ethernet, Analog, and Digital) and service manuals.			

Item 22: Supply, delivery and installation of an OZONE ANALYSER			
DETAILS	COMPLIANCE		COMMENTS REFERENCE &
	YES✓	NO ✕	
GENERAL			
Equipment manufacturer			
ISO 9001 certified			
Equipment supplier			
Supply latest model currently in production			
The supplier shall:			
Provide training on the basic maintenance and operation of analyser : <ul style="list-style-type: none">on-site training for 8 peopletheoretical & practicalcompetency assessment (theoretical (written) & practical)competency declarationstraining programme plan must be submitted.			
The analysers shall:			
be supplied with a complete set of instructions and service manuals or CD/DVDs, as required for successful operation and maintenance of the analysers.			
The design of the analysers must meet the requirements of the US EPA reference method for the ambient monitoring of Ozone.			
The analyser must be able to provide short term averages (10 minutes) for pollutant source identification.			
Must be able to operate in conditions that range from 2 – 40°C and relative humidity from 20-80% non-condensing.			

ANALYSER PERFORMANCE AND OPERATION			
The analysers must be a single instrument able to continuously monitor ambient concentrations of O ₃ as per US EPA reference method.			
Analyzer must be supplied with an internal ozone generator			
The analyser must be provided with an IZS option (Internal Zero Span)			
The analysers must be able to withstand temperatures of 0°C to 40°C.			
The analysers must have a measurement range of <ul style="list-style-type: none"> Min: 0 – 100 ppb Full Scale Max: 0 – 10 000 ppb Full Scale 			
The analyser must be able to produce readings in the following units of measurement: ppb, ppm, ug/m ³ , mg/m ³ . This must be user selectable.			
The analyser must have a Lower Detection Limit (LDL) of <0.4 ppb.			
The analysers must conform to the following stability factors; <ul style="list-style-type: none"> Zero Drift : < 1.0 ppb/24 Hours. Span Drift: < 1.0% of Full Scale. Precision: 0.5% above 100 ppb 			
The analysers must have an internal logging system that allows for the logging of user specified variables and must be able to have a storage capacity of not less than 500 000 records.			
the data output must be through and Ethernet with embedded FTP server, RS232 or RS 485 ports.			
The analyser must have a USB connection to allow for easy downloads to a portable USB flash drive.			
The analysers must be able to integrate into the Envidas Air Quality Monitoring System of the City.			
The tenderer must provide a comprehensive spares kit adequate for a three year period. In addition the tenderer must provide all necessary auxiliaries, microprocessors, interface cables (Ethernet, Analog, and Digital) and service manuals.			

Item 23: Supply, Delivery and Installation of a PHOTO IONISATION DETECTOR VOLATILE ORGANIC COMPOUND ANALYSER

DETAILS	COMPLIANCE		COMMENTS REFERENCE	&
	YES✓	NO ✕		
GENERAL				
Equipment manufacturer				
<ul style="list-style-type: none">ISO 9001 certified				
Equipment supplier				
<ul style="list-style-type: none">Supply latest model currently in production				
The supplier shall:				
Provide training on the basic maintenance and operation of analyser : <ul style="list-style-type: none">on-site training for 8 peopletheoretical & practicalcompetency assessment (theoretical (written) & practical)competency declarationstraining programme plan must be submitted.				
The analysers shall:				
be supplied with a complete set of instructions and service manuals or CD/DVDs, as required for successful operation and maintenance of the analysers.				
The design of the analysers must meet the requirements of the US EPA reference method for the ambient monitoring of Volatile organic Coumpounds, specifically Benzene, Toluene and Xylene.				
Must be able to operate in conditions that range from 2 – 40°C and relative humidity from 20-80% non-condensing.				
ANALYSER PERFORMANCE AND OPERATION				
The analysers must be a single instrument with a Photo Ionised Detector with capillary column for continuously monitoring ambient concentrations of VOC's as per US EPA reference method.				
The PID detector must have a lowest detection level of 0.1. µg/m3 (0.03 vppb).				
The analysers must be able to withstand temperatures of 0°C to 40°C.				
The analysers must have a measurement range of up to 300 ppb.				
The analyser must have a cycle time of 15 min and a temperature program of 50 – 70 degrees C.				
The analyser must have a reproducibility typical of < 3 % at 1 ppb (benzene with the capillary colum).				
The analysers must use Nitrogen as carrier gas of quality 5.0 at 4 bar at 6ml/min.				

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The analysers must have an internal logging system that allows for the logging of user specified variables and must be able to have a storage capacity of not less than 500 000 records.			
the data output must be through and Ethernet with embedded FTP server, RS232 or RS 485 ports.			
The analyser must have a USB connection to allow for easy downloads to a portable USB flash drive.			
The analysers must be able to integrate into the Envidas Air Quality Monitoring System of the City.			
The tenderer must provide a comprehensive spares kit adequate for a two year period. In addition the tenderer must provide all necessary auxiliaries, microprocessors, interface cables (Ethernet, Analog, and Digital) and service manuals.			

Item 24: Supply, delivery and installation of a set of METEOROLOGICAL SENSORS and PNEUMATIC MAST

DETAILS	COMPLIANCE		COMMENTS REFERENCE	&
	YES✓	NO ✗		
GENERAL				
Equipment manufacturer				
ISO 9001 certified				
Equipment supplier				
Supply latest model currently in production				
The Sensor set shall:				
be supplied with a complete set of instructions and service manuals or CD/DVDs, as required for successful operation and maintenance of the analysers.				
The design of the meteorological station must meet the testing and certification according to ISO/IEC 17025.				
Must be able to operate in conditions that range from -50 to +60°C and relative humidity from 20-80% non-condensing.				
METEORLOGOCAL SENSOR PERFORMANCE AND OPERATION				
The sensors must be able to sample ambient air ranging in temperature from -50°C to 50°C.				
The anemometer must have a measurement range of: Wind speed: 0 – 100m/s Azimuth: 360° Accuracy: Wind speed: ±0.3 m/s (0.6 mph) or 1% of reading Wind direction: ±3 degrees				
The relative humidity and temperature sensor must be able to have a measurement: Range: -50°C to 50°C Accuracy: ±0.3 °C				
The solar radiation sensor must have a: Measurement Range: 400 - 1100 nanometers Sensitivity: Typically 80 µA per 1000 W m ⁻² Linearity: 1% max up to 3000 W m ²				
The Barometric pressure sensor must have a: Pressure Range: 600 to 1100 hPa standard range Digital resolution: 0.1 hPa Accuracy: ±0.3 hPa at 20 deg C and 1 hPa at -50 to +60 deg C				
The rain gauge with bird wire must conform to the following: Catchment area: 200 cm2 Resolution: 0.1 mm per tip Accuracy: 2% up to 25mm/h				

Item 25: Supply and Delivery of a mobile Ambient Air Quality Analyser housing Unit			
DETAILS	COMPLIANCE		COMMENTS & REFERENCE
	YES✓	NO ✕	
9 meters in height			
GENERAL Guying Kit Consisting of : 3 upper/middle guys, 3 pickets, 1 hammer, 1 equipment bag)			
Equipment manufacturer			
1600 mounting brackets			
Maximum Headload: 10kg			
The housing unit shall:			
The data output must be through and Ethernet with embedded			
FTP server, RS232 or RS485 ports			
Operate on single phase 200-240 V; 50/60 Hz.			
The sensors must be able to integrate into the Envidas Air Quality Monitoring System of the City			
be on a movable A-frame chassis with wheels and brakes, 3.2m (length) x 2.1m (height) x 2.1m (width) in size.			
HOUSING UNIT SHALL MADE OF THE FOLLOWING			
40 mm thick cromodec panels on walls and roof			
Grade 304 galvanized base frame			
18mm water proof boards with 2mm vinyl tiles flooring			
Natural anodized aluminum extrusions			
2 x 12000 BTU/hr (cooling and heating) split unit air conditioner with thermostat. The air conditioner must have an automatic restart function (in the case of power failures), and an automatic temperature control function for heating and cooling.			
Ladder and gantry permanently attached to allow for work on roof.			
Safety railings mounted on the roof of the housing unit. The railings should provide safety for staff, walking on the roof of the housing unit.			
External attached heavy-duty jacks able to support the shelter when the wheels are removed.			
Roadworthy certificate for the housing unit.			
Must be delivered, fully commissioned to the City of Cape Town's Scientific Services Branch			

Item 26. Supply and Delivery of a PORTABLE MULTIPLE PARAMETER CONTINUOUS AMBIENT AIR QUALITY MONITORING ANALYSER.

DETAILS	COMPLIANCE		COMMENTS REFERENCE	&
	YES✓	NO ✕		
GENERAL				
Equipment manufacturer				
ISO 9001 certified				
Equipment supplier				
Supply latest model currently in production				
The supplier shall:				
Provide training on the basic maintenance and operation of analyser : <ul style="list-style-type: none">on-site training for 8 peopletheoretical & practicalcompetency assessment (practical)competency declarationstraining programme plan must be submitted.				
The portable analyser shall:				
be supplied with a complete set of instructions and service manuals or CD/DVDs, as required for successful operation and maintenance of the analyser.				
The design of the analyser must be traceable to USEPA and EU certified equivalence methods for SO ₂ , NO _x , O ₃ , H ₂ S, VOC and PM _{10,2.5} .				
Must be able to operate in conditions that range from 0 – 40°C and relative humidity from 20-80% non-condensing.				
The analyser must be supplied with a meteorological component, capable of measuring standard meteorological parameters such as wind speed, wind direction, temperature, humidity and barometric pressure.				
The analysers must be able to provide short term averages (15 minutes) for pollutant source identification.				
The analyser must be able to produce readings in the following units of measurement: ppb, ppm and ug/m3, This must be user selectable.				
The analyser must have a detection limit of 1ppb for SO ₂ , NO _x , O ₃ , H ₂ S, VOC and PM _{10,2.5}				
The analyser must have a USB connection to allow for easy downloads to a portable USB flash drive.				
The analysers must be able to integrate into the Envidas Air Quality Monitoring System of the City.				
The tenderer must provide a comprehensive spares kit adequate for a two year period. In addition the tenderer must provide all necessary auxiliaries, microprocessors, interface cables (Ethernet, Analog, and Digital) and service manuals.				

Item 27: Supply and Delivery of a PORTABLE PARTICULATE MATTER CONTINUOUS AMBIENT AIR QUALITY MONITORING ANALYSER.

DETAILS	COMPLIANCE		COMMENTS REFERENCE	&
	YES✓	NO ✕		
GENERAL				
Equipment manufacturer				
ISO 9001 certified				
Equipment supplier				
Supply latest model currently in production				
The supplier shall:				
Provide training on the basic maintenance and operation of analyser : <ul style="list-style-type: none">on-site training for 8 peopletheoretical & practicalcompetency assessment (practical)competency declarationstraining programme plan must be submitted.				
The portable analyser shall:				
be supplied with a complete set of instructions and service manuals or CD/DVDs, as required for successful operation and maintenance of the analyser.				
The design of the analyser must be a Near Reference Method for PM ₁₀ and PM _{2.5}				
Must be able to operate in conditions that range from 0 – 40°C and relative humidity from 20-80% non-condensing.				
The analyser must be supplied with a meteorological component, capable of measuring standard meteorological parameters such as wind speed, wind direction, temperature, humidity and barometric pressure.				
The analysers must be able to provide short term averages (10 minutes) for pollutant source identification.				
The analyser must be able to produce readings in the following units of measurement: ug/m3, ppb and ppm , This must be user selectable.				
The analyser must have precision of ±2%				
The analyser must have flow range of 10 – 20lpm				
The analyser must have a USB connection to allow for easy downloads to a portable USB flash drive.				
The analysers must be allow for battery operation of 24+hours.				
The tenderer must provide a comprehensive spares kit adequate for a two year period. In addition the tenderer must provide all necessary auxiliaries, microprocessors, interface cables				

Item 28: Supply of sampling data loggers.			
DETAILS	COMPLIANCE		COMMENTS & REFERENCE
	YES✓	NO ✖	
GENERAL			
Equipment manufacturer			
ISO 9001 certified			
Equipment supplier			
Supply latest model currently in production			
The Sampling Data Logger must have the following functionality:			
• Samplers name & Staff No responsible for the sampling trip			
• Capture GPS coordinates in Longitude and Latitude			
• Notes per Trip functionality			
• Capture information such as; <ol style="list-style-type: none"> 1. Number of Planned Samples per trip 2. Number of Actual Samples collected per trip 3. Number of Samples Not Collected per trip (i.e. Nr of Planned Samples – Nr of Actual Samples collected) 4. Cancelled samples not collected 5. Enter various field data / analysis (Eg. Temperature, Dissolved Oxygen, secchi, ODOUR, APPEARANCE, POLLUTION, SWELL_HEIG...etc) either via a dropdown list or free text 6. Sample Sampled Date & Time 7. Analysis Date & Time 			
• The logger is able to scan a barcode			
• A distinction is made on Lab Owner samples, i.e. the logger is able to load Chemistry & Micro Samples for the same point			
• A distinction is made on the different sample types, i.e. Distribution Samples, Inland Samples, Sewage Samples, etc			
• There must be certain mandatory fields on the logger to force the sampler to enter a value, eg. when a sampling point cannot be sampled, a reason MUST be selected/entered.			
• Capturing of real time field data.			
• The logger must be able to take good quality pictures which must be uploadable onto LIMS.			
• The Sampler must be able to assign adhoc analysis on scheduled samples as well as adhoc samples which can be logged in the field.			
• The logger must be waterproof.			
• The logger must be portable and have a USB adaptable charger to be used in vehicles.			
• The logger must have on-screen signing functionality.			

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<ul style="list-style-type: none">• The logger must be able to capture basic weather conditions per site, e.g. wind direction, temperature, rainfall percentage.			
<ul style="list-style-type: none">• The logger must be able to integrate into LIMS via hard line or wireless/3G network.			

Item 29: Supply, Delivery and Commissioning of Diesel Vehicle Opacity Meter for the use of testing smoke emissions from road going compression ignition engines at road side testing sites.

DETAILS	COMPLIANCE		COMMENTS REFERENCE	&
	YES✓	NO ✕		
GENERAL				
Equipment manufacturer				
ISO 9001 certified				
Equipment supplier				
Supply latest model currently in production				
The supplier shall:				
Provide training on the basic maintenance and operation of instrument : <ul style="list-style-type: none">on-site training for 11 peopletheoretical & practicalcompetency assessment (theory and practical)competency declarations and proficiency certificates must be provided.training programme plan must be submitted.				
The opacity meter must comply with the following specifications:				
It must be hand held and portable, suitable for transportation to fit in the boot of a sedan vehicle and capable of being handled and conveyed by a single Operator.				
It must be sufficiently robust to with stand operational conditions in the field, at outdoor roadside testing sites.				
Must be supplied with a robust carrying case and all required ancillary components required for operation and testing.				
It must be self-powered, with a daily operational battery life of at least 6 hours and rechargeable from discharged state to fully charged in 18 hrs.				
with the ability to produce digital and hard copy printout readings. The instrument should have a Laptop/ Notepad media display as standard, which is loaded with the necessary software to support the equipment operation. It must thus be equipped with a portable printer readily supplied with 3-month's supply of consumables as standard.				
The printer printout should be configurable so as to record the vehicle Make, model and Registration number of vehicle and the driver/owners name.				
The instrument is to comply with the SAE J1667 emissions protocol or equivalent. Equivalence must be demonstrated.				
The instrument needs to give readings as a light absorption coefficient or percentage opacity as per the definition of "Dark Smoke" defined in the City of Cape Town Air Quality Management Bylaw 2016.				
Safety and ease of use is important. The equipment should preferably be Wireless in operation.				

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The tenderer will also be required to supply the instrument with a valid Factory calibration certificate, certifying calibration.			
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Item 30: Supply of a Type 1 Integrated Impulse Sound Level Meter .				
DETAILS	COMPLIANCE		COMMENTS REFERENCE	&
	YES✓	NO *		
GENERAL				
Equipment manufacturer				
ISO 9001 certified				
Equipment supplier				
Supply latest model currently in production				
The supplier shall:				
Provide training on the basic maintenance and operation of analyser : <ul style="list-style-type: none">on-site training for 3 peopletheoretical & practicalcompetency assessment (theory and practical)competency declarationstraining programme plan must be submitted.				
The sound level meter must comply with the following specifications:				
The TYPE 1 integrating sound level meter must comply with IEC 61672 with Type 1 approval in the country of manufacture.				
The sound level meter shall have octave and 1/3 octave band analysis in Real Time as well as uncompressed Sound Waveform Recording functionality.				
It must be supplied with a SANAS certificate of calibration from an accredited SANAS laboratory for sound and vibration measurement.				
Technical Specifications:				
The Sound level meter must comply with the IEC 61672-1: 2002 class 1 part 1 and 2 and IEC 61260: 1995 class 1 standard as well as superseding the older IEC 60651 and IEC 60804. In addition, the equipment is approved for certification by a SANAS accredited laboratory for acoustics. The sound level meter shall have the necessary TYPE approval in the country of manufacture.				
A data-logging Type 1 sound level meter complying with IEC 61672.				
A compatible Type 1 Acoustic Calibrator complying with IEC60942 Class1 must be supplied.				
The Sound Level Meter shall record all of the below mentioned measurements simultaneously and reproduce these on a computer for further analysis. In other words, while viewing and/or recording one measurement, it should measure and record all of the other readings. <ul style="list-style-type: none">1. LAp. – A-weighted sound level.2. LAeq - A-weighted averaging sound level.3. LAleq- Impulse A-weighted averaging sound level.4. Lmin & Lmax - maximum and minimum sound pressure levels.5. Ln - Percentile sound levels.				

The Instrument must have 1/3 Octave Real Time Analyser with live display. 1/3 Octave spectra bands shall be clearly visible and there must be a facility to highlight a particular band to get a measurement reading at the point of interest.			
The SLM shall be supplied with a type 1 acoustic calibration source that has automatic barometric pressure compensation and have type approval for class 1 IEC 60942 2003 std.			
<p>The instrument must have the following features and capabilities:</p> <ol style="list-style-type: none"> 1. The instrument must have its own high contrast LCD colour display with high resolution and be clearly visible in broad daylight for easy on-site readings. It must also have good backlighting for night time use. 2. Export of collected data on a spreadsheet program e.g. MS Excel 3. With waveform recording it shall have the capability of true uncompressed waveform recording of reasonable duration, allowing both the sound pressure levels and the actual sound to be recorded for post processing. Waveform recording option needs to be supplied in this offer. 4. The sound level meter must be programmable so as to data-log "Time History" information of sound levels over a pre-set measuring interval. Features such as programmable start end times and also auto-store and manual store must be available. 5. The sound level meter must have frequency-weightings for A, C and Flat response and time-weightings of Fast, Slow and Impulse response. It must be able to measure and display measurements in both in A and C simultaneously. 6. The sound level meter must be supplied with either on board or extended memory of at least 2 Gigabytes on typical flash memory cards eg SD or CF. 7. The sound level meter must have a USB port for data transfer to a PC and come standard with data transfer software. Ease of data transfer will be considered very important. 8. Battery run time must be at least 24 Hours on a set of Alkaline batteries. 9. The measuring range shall be 30dB to 140dB(A) RMS or greater and the noise floor of less than 20 dB on A weighting scale. 10. The dynamic range of the noise monitor on a single range setting shall be 100 dB or greater in both SLM mode and RTA mode. 			
All the noise measuring instruments supplied shall be supplied with a SANAS accredited laboratory certificate of calibration in the name of City of Cape Town.			

Item 31: Supply of a Pocketable Anemometer.			
DETAILS	COMPLIANCE		COMMENTS REFERENCE &
	YES✓	NO ✖	
GENERAL			
Equipment manufacturer			
ISO 9001 certified			
Equipment supplier			
Supply latest model currently in production			
The Anemometer shall:			
Handheld, battery powered pocket anemometer,			
able to measure an air velocity range of 0.25 to 20 m/s with accuracy of +/- 3%,			
An operating temperature range of 0 - 40 degrees Celsius with accuracy of at least +/- 1.5 degrees Celsius.			
Must be able to measure and display relative humidity (RH).			
Must be robust for site use and small enough to easily fit in a shirt pocket - similar in size to the Eztech EX or Kestrel 2000 models or equivalent.			

Item 32: Supply of a Flexible Goose-neck Anemometer.			
DETAILS	COMPLIANCE		COMMENTS REFERENCE &
	YES✓	NO ✕	
GENERAL			
Equipment manufacturer			
ISO 9001 certified			
Equipment supplier			
Supply latest model currently in production			
The Anemometer shall:			
Handheld, battery powered pocket anemometer,			
able to measure an air velocity range of 0.25 to 20 m/s with accuracy of +/- 3%,			
Vanes must be constructed of lightweight material to facilitate measurement at low air flow (not plastic)			
Capable of operating in a Temperature range of 0 - 40 degrees Celsius with accuracy of at least +/- 1.5 degrees Celsius.			
Must be robust for site use and have a flexible gooseneck to get access to hard reach places.			

Item 33: Supply, Delivery of an EMF (electro-magnetic field) measuring device.				
DETAILS	COMPLIANCE		COMMENTS REFERENCE	&
	YES✓	NO ✕		
GENERAL				
Must be easy to use, hand held consisting of the basic unit, cable and measuring antennas for isotropic (non-directional) measurement of electro-magnetic fields and their sources in the frequency range from 9 kHz to 6 GHz.				
Equipment manufacturer				
ISO 9001 certified				
Equipment supplier				
Supply latest model currently in production				
The supplier shall:				
Provide training on the basic maintenance and operation of analyser : <ul style="list-style-type: none">on-site training for 4 peopletheoretical & practicalcompetency assessment (theory and practical)competency declarationstraining programme plan must be submitted.				
The EMF must have:				
Code selective EMF measurement of 5G NR signals.				
Measurements conforming to ICNRP and national standards with result displayed directly in terms of the permitted value.				
Fast, reliable results using predefined measurement routines, setups, and automatic settings. Extrapolation to maximum exposure levels and evaluating pilot signal information with LTE – FDD. TDD and UMTS operating modes.				
Scope for short term analysis of pulsed signals and long term recording of variable exposure levels.				
Editable tables for automatic correlation of results with telecommunications services. Individual preparation of field campaigns with subsequent evaluation and handling of large quantities of measurement data.				
Suitable for outdoor use;				
radiation protected;				
robust; splash-proof; ergonomically designed,				
uses exchangeable rechargeable batteries;				
equipped with integrated GPS				

ITEM 34: The supply, installation and commissioning of a Flow Cytometer to rapidly detect viable micro-organisms in various water samples			
DETAILS	COMPLIANCE		COMMENTS & REFERENCE
	YES	NO	
Equipment manufacturer			
ISO 9001 certified			
Equipment supplier			
Supply			

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• latest model currently in production			
Provide			
• at shipment a declaration of conformity			
Perform			
• commissioning within two weeks of installation			
• instrument performance verification (incl. chemicals & consumables required) within four weeks of commissioning			
• Installation and commissioning by trained service engineers			
• Provide service engineer(s) CV			
Provide			
• on-site training for 10 people			
• theoretical & practical			
• training programme plan must be submitted.			
Guarantee			
• minimum 12 month after commissioning			
Subcontracting			
• not allowed on supply of equipment and training			
Equipment			
Should have fully-automated cell labelling			
Able to test a minimum of 50 samples at a time , inclusive of a positive and negative control. Reagents should only label viable micro-organisms.			
Direct cell count applications should be possible without cell growth and multiplication.			
Should have digital processing of data, requiring no manual data interpretations and the system should ensure validation of data.			
Data System			
Software Windows 10 compatible			
Software to be loaded on CoCT supplied PC			
Supply copy of software and user manual			
User rights – password & role permissions.			
Results, raw data and methods stored in database.			
Must have functionality to export data to and from Laboratory Information Management System			

ITEM 35: The supply, installation and commission of a Freezer, Upright model, 544L, -20°C to -40°C to be able to store extracted nucleic acid material (DNA and RNA) over longer periods of time (months).			
DETAILS	COMPLIANCE		COMMENTS & REFERENCE
	YES	NO	
Equipment manufacturer			
ISO 9001 certified			
Equipment supplier			
Supply			
• latest model currently in production			
Provide			
• at shipment a declaration of conformity			
Guarantee			
• minimum 12 month after commissioning			
Able to			
• supply all the equipment spares, accessories (such as compatible towers to hold at least three sample holders per			

column. Each sample holder should be able to store approximately 50 samples or more.			
Equipment			
Should have a temperature sensor alarm			
Should have an auto-defrost option and be easy to clean and decontaminate			
Should be a high quality instrument and efficient for laboratory use			
Able to reach the required temperature within a few minutes			
Able to seal tightly upon closure, should be compartmentalized.			

ITEM 36: The supply, installation and commissioning of a Ultra low temperature (-80°C) freezer to be able to store extracted nucleic acid material (DNA and RNA) over long periods of time.

DETAILS	COMPLIANCE		COMMENTS & REFERENCE
	YES	NO	
Equipment manufacturer			
ISO 9001 certified			
Equipment supplier			
Supply			
• latest model currently in production			
Provide			
• at shipment a declaration of conformity			
Guarantee			
minimum 12 month after commissioning			
Subcontracting			
• not allowed on supply of equipment			
Equipment			
Temperature Range: -25 to -80°C			
Approximately a 714L upright model with 3 inner doors, 230V and 50Hz; Freezer Accessory, LCO2 back-up system			
Should have a temperature sensor alarm			
Pressure equalization port			
Triple Gasket door seals			
Minimum of 3 individual inner door seals			
Outside material: Isozide antimicrobial coating			
Digital touch screen to display current temp, history temp, all alarm records and data			
Consumables:			
2 sets of Cryo safety gloves			
Standard Cardboard minimum 60 Cell Divider			
Modifiable Clip Rack for Standard 2-inch High Boxes and/or 3-inch High Boxes			

ITEM 37: The supply, installation and commissioning of a floor-standing centrifuge in the molecular lab to assist with processing/centrifuging large volume of samples and high volumes.

DETAILS	COMPLIANCE		COMMENTS & REFERENCE
	YES	NO	
Equipment manufacturer			
ISO 9001 certified			
Equipment supplier			
Supply			
• latest models currently in production			
Provide			
• at shipment a declaration of conformity to specifications			
Perform			
• commissioning within two weeks of installation			
• instrument performance verification within four weeks of commissioning			

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<ul style="list-style-type: none"> Installation and commissioning by trained service engineers Provide service engineer(s) CV 			
Guarantee <ul style="list-style-type: none"> minimum 12 month after commissioning 			
Able to <ul style="list-style-type: none"> supply all the equipment spares & accessories (rotors: fixed angle and swing bucket, microtiter rotor/kit, buckets, autoclavable tubes to ensure that the bottles are sterile and fit for re-use) 			
Subcontracting <ul style="list-style-type: none"> not allowed on supply of equipment and training 			
Equipment			
Equipment Versatility: <ul style="list-style-type: none"> Able to interchange Aluminium rotors (fixed angle) to centrifuge a range of sample tubes and bottles (15ml, 50ml, 250ml, 500ml). Should be able to centrifuge samples using a swing bucket rotor with the required buckets, tie-down knob and microtiter rotor/kit 			
Should be equipped with pharmaceutical-grade sterilizing filters to eliminate contaminant concerns from entering the lab as a result of aerosols or leaks during the centrifugation cycle			
Maintenance-free vacuum pump			
Temperature range: able to set temperatures to around -10 deg C to approximately 45 deg C			
Model must fit in a 1 square meter area within the laboratory			
Able to operate at various speeds not exceeding 25000 rpm.			

ITEM 38: The supply, installation and commissioning of an Incubator: CO2 for the Molecular laboratory			
DETAILS	COMPLIANCE		COMMENTS & REFERENCE
	YES	NO	
Equipment manufacturer			
ISO 9001 certified			
Equipment supplier			
Supply <ul style="list-style-type: none"> latest model currently in production 			
Provide <ul style="list-style-type: none"> at shipment a declaration of conformity. 			
Perform <ul style="list-style-type: none"> commissioning within two weeks of installation. Once installed, the performance of the instrument should be verified. within four weeks of commissioning Installation, commissioning and verification of the instrument must be done by a competent individual. The competent individual's CV 			
Guarantee <ul style="list-style-type: none"> minimum 12 month after commissioning 			
Able to <ul style="list-style-type: none"> supply all the equipment spares; supply all accessories (including providing a quote and supplying incubator jars with petri dish holders) Should provide an operation manual, trouble-shooting guide, set-up guide for the instrument. 			
Subcontracting <ul style="list-style-type: none"> not allowed on supply of equipment 			
Equipment			
Benchtop instrument			
Used to incubate cultures and processed samples at suitable temperatures to ensure growth of target micro-organisms on or in growth media. This is used to identify viable and culturable micro-organisms, relevant to public health, in a tested sample.			

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Should have a temperature sensor alarm			
The interior of the instrument should have an antimicrobial coating that inhibits growth of microbial contaminants			
Incubator type capacity should more than 160L			
Must have an CO2 IR Sensor			
Must be able to control CO2			
Must have a ULPA filter to allow the chamber to return to Isoclass 5 cleanliness within 20 min of closing the door to prevent contamination			
Must have High Temperature Decontamination			
Must have a UV lamp for decontamination purposes			
Interior must be made of a surface that is easily cleaned.			
Must have shelving that can easily be cleaned			
Temperature range of the instrument should be ambient (– 60deg C;			
Temperature recovery time must be under 10 min after closing the door			
CO2 range should be 0% to under 21%;			
CO2 recovery time must be under 5 min			
Inner glass door with two point locking system to minimize environmental influences that can negatively affect the growth of cultures and micro-organisms in processed samples.			

ITEM 39: The supply of a set of 2 of Incubators: General purpose incubator to grow and maintain microbial cultures with reduced contamination influences for the molecular laboratory

DETAILS	COMPLIANCE		COMMENTS & REFERENCE
	YES	NO	
<u>Equipment manufacturer</u>			
ISO 9001 certified			
<u>Equipment supplier</u>			
Supply			
• latest model currently in production			
Provide			
• at shipment a declaration of			
Perform			
• commissioning within two weeks of installation			
• instrument performance verification (incl. chemicals & consumables required) within four weeks of commissioning			
• Installation and commissioning by trained service engineers			
• Provide service engineer(s) CV or Certificate			
Guarantee			
• minimum 12 month after commissioning			
Able to			
• supply all the equipment spares and accessories (including providing a quote and supplying incubator jars with petri dish holders)			
Subcontracting			
• not allowed on supply of equipment and training			
<u>Equipment</u>			
Supply 160 l capacity incubator.			
Supply 250 l capacity incubator.			
Should have a temperature sensor alarm			
Should be easy to clean and decontaminate			
The interior of the instrument should inhibit growth of contaminants			
Should provide operation manual and trouble-shooting guide.			
Setting temperature range 20°C to 80°C			
Able to heat up to around 100 deg C			
more than 3-zone heated jacket;			

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over-protection system to ensure sample and operator protection;			
Consist of an with antimicrobial coating;			
able to eliminate surface bacteria within 1 day of exposure			
at least two shelving grids with antimicrobial properties; easy to service; easy to clean.			
Inner glass door			
Two point locking			
At least 2 grids			
Adaptive multifunctional digital microprocessor controller with high definition display.			
Adjustable electronic over temperature monitor			
Auto diagnostic system			

ITEM 40: The supply and delivery of a laboratory fridge/freezer combination to store water and environmental samples and extracted nucleic acid material (DNA and RNA) for short periods of time.			
DETAILS	COMPLIANCE		COMMENTS & REFERENCE
	YES	NO	
<u>Equipment manufacturer</u>			
ISO 9001 certified			
<u>Equipment supplier</u>			
Supply			
• latest model currently in production			
Provide			
• at shipment a declaration of conformity to specifications			
Guarantee			
• minimum 12 month			
Able to			
• supply all the equipment spares, accessories (such as compatible towers for the freezer to hold at least three sample holders per column. Each sample holder should be able to store approximately 50 samples or more).			
<u>Equipment</u>			
Should have a temperature sensor alarm			
Should have an auto-defrost option			
High quality interior and antimicrobial external surfaces			
Should be able to operate at temperature ranges of approximately 2-15 deg C (fridge) and at least -10 to about -20 deg C for the freezer.			
Capacity: At least around 200L fridge and at least a 270L freezer capacity			

ITEM 41 : The supply, installation and commission of Biological Safety Cabinets with a UV lamp of Class II, Type A2, for the molecular lab, one to perform DNA extractions and the other for RNA extractions			
DETAILS	COMPLIANCE		COMMENTS & REFERENCE
	YES	NO	
<u>Equipment manufacturer</u>			
ISO 9001 certified/ NSF 49-certified			
<u>Equipment supplier</u>			
Supply			
• latest models currently in production			
Provide			
• at shipment a declaration of conformity to specifications			
Perform			
• commissioning within two weeks of installation			
• instrument performance verification within four weeks of commissioning			
• Installation and commissioning by trained service engineers			
• Provide service engineer(s) CV			
Guarantee			
minimum 12 month after commissioning			
Subcontracting			
• not allowed on supply of equipment and training			
<u>Equipment</u>			
Estimated size is 1.2 m with an audible and visible alarm system, digital display relevant safety information on a single screen			
Color LED screen, show the air velocity, time, fan status, filter life and alarm in real time.			
Support stand with caster wheels and suitable for 1.2 m BSC cabinets			
Must have a UV lamp			
ULPA filter to provide > 99% typical efficiency for particle size over 0.12 microns, and the materials is glass fiber.			
Work tray should be easy to contain spillage and clean with Isocide antimicrobial coating			
Should contain a service fixture inside the cabinet to allow the use of LPG gas Bunsen burners.			
Should have a sensor alarm indicating when the UV lamp is not working efficiently			
Should be serviced by qualified individuals and the service certificate clearly displayed with a reminder for the next service.			
Provide 2x ULPA filters to be provided			

ITEM 42 : The supply, installation and commission of Polymerase Chain Reaction (PCR) hoods with UV lamps to prepare master mixes for analysis of PCR samples

DETAILS	COMPLIANCE		COMMENTS & REFERENCE
	YES	NO	
<u>Equipment manufacturer</u>			
ISO 9001 certified			
<u>Equipment supplier</u>			
Supply			
• latest models currently in production			
Provide			
• at shipment a declaration of conformity to specifications			
Perform			
• commissioning within two weeks of installation			
• instrument performance verification within four weeks of commissioning			
• Installation and commissioning by trained service engineers			
• Provide service engineer(s) CV			
Guarantee			
• minimum 12 month after commissioning			
Subcontracting			
• not allowed on supply of equipment			
<u>Equipment</u>			
Should be approximately 1.0 m– 1.2 m in length with a secure stand approximate laminar airflow of 0.28-0.34m/s			
Contain a high quality pre-filter and HEPA-filter			
Filter of air should cover the entire working area			
Should have a UV lamp (which automatically de-activates when the safety cover is opened.)			
Should have a integral safety cover with two positions: fully open, self-supporting with long-lasting spring hinges during use and fully closed			
Efficient lighting inside the cabinet. Lighting should be mounted out of airstream to ensure uniform airflow			
Should be serviced by qualified individuals and the service certificate clearly displayed with a reminder for the next service.			

ITEM 43: The supply, installation and commission of laminar flow hood with UV lamp.

DETAILS	COMPLIANCE		COMMENTS & REFERENCE
	YES	NO	
<u>Equipment manufacturer</u>			
ISO 9001 certified			
<u>Equipment supplier</u>			
Supply			
• latest models currently in production			
Provide			
• at shipment a declaration of conformity			
Perform			
• commissioning within two weeks of installation			
• instrument performance verification within four weeks of commissioning			
• Installation and commissioning by trained service engineers			
• Provide service engineer(s) CV			
Guarantee			
• minimum 12 month after commissioning			
Subcontracting			
• not allowed on supply of equipment			
<u>Equipment</u>			
Should be approximately 1.8 m in length			

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Worktop and able to contain accidental liquid spills on the inside of the laminar flow			
The laminar flow must have low noise operation			
The laminar flow must have ULPA filters			
The unit must be energy efficient			
The unit must be constructed with Isocide antimicrobial coating surfaces to eliminate surface bacteria within 1 day			
The side walls on the unit must be made from material with antimicrobial coatings.			
The unit must have a sliding sash			
The unit must comply with ISO 14644.1 requirements to ensure a class 3 workzone within the unit.			

Item 44: The supply and delivery of a Solvent Extraction System.			
Details	Compliance		COMMENTS & REFERENCE
	YES	NO	
<u>Equipment manufacturer</u>			
ISO 9001 certified			
<u>Equipment supplier</u>			
Supply			
• latest model currently in production			
Provide			
• at shipment a declaration of conformity			
Provide			
• on-site training for 5 people			
• theoretical & practical			
Guarantee			
• minimum 12 month after commissioning			
The extraction system must be able to meet the following technical requirements :			
<ul style="list-style-type: none"> Perform an automated dual solid phase extraction and pressurized fluid extraction of any solid or semi-solid sample type Must include a preprogramed library of methods A filtered, room temperature extract must be produced in 15 minutes. The extract must be dispensed at room temperature to allow for immediate processing. Must process and have capability to program up to 24 samples at a time. Extraction vessels must be capable of accommodating different sample volumes and must consist of only 2 parts Sample racks to accommodate 12 samples and 12 collective vials. System must also be capable of accommodating 40mL, 60mL and 50 mL collection vials. System must have the ability to process a variety of samples types and methods within one run. The extraction chamber must be able to heat up to 200 °C. Solvents in system must not boil. Must have the capability to detect low levels or the absence of solvents before samples are run Can run up to 12 cycles on a single sample. Must be able to accommodate up to 5 solvents being loaded onto the system 			

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<ul style="list-style-type: none"> • Must be able to accommodate wide variety of organic as well as aqueous solvents. • Temperature system must be able to be calibrated utilizing a standard certified thermometer • The reaction chamber must not need direct connection to any sensors in order to control the pressure and temperature in the chamber. • Extracted samples must not require any additional cooling equipment. 			
<p>The instrument must adhere to following specs:</p> <ul style="list-style-type: none"> • System should be a benchtop system • A minimum of 3 USB connection ports as well as 1 Ethernet port 			
<p>Data System</p> <ul style="list-style-type: none"> • System should not require the use of any additional external equipment such as tablets or a PC. • System should be controlled by a built in touch screen controller. • Software should be easy to use 			
<p>Instrument must be supplied with:</p> <ul style="list-style-type: none"> • All consumables required to be able to run 1000 samples. • An additional sample rack 			

Item 45: The supply and delivery of a Quanti Tray Sealer for Idexx quanti trays.			
Details	Compliance		COMMENTS & REFERENCE
	YES	NO	
<u>Equipment manufacturer</u>			
ISO 9001 certified			
<u>Equipment supplier</u>			
Supply			
• latest model currently in production			
Provide			
• at shipment a declaration of conformity to specifications			
The instrument must adhere to following specs:			
<ul style="list-style-type: none"> • System should be a benchtop system and should not exceed the following size: Height between 30 and 40 cm Depth between 30 to 40 cm Width between 40 to 50 cm 			
<ul style="list-style-type: none"> • motor-driven • heated-roller instrument designed to seal water samples inside IDEXX Quanti-Trays when used with any IDEXX reagent (such as Colilert*, Colilert*-18, Colisure*, Enterolert*, Pseudalert*, or HPC for Quanti-Tray*) • Components • base sealer unit 			

<ul style="list-style-type: none"> power cord input shelf 			
Operating Temperature 10–32°C Storage Temperature –4 to 176°F –20 to 80°C			

ITEM 46: The supply a bench-top high-frequency ultrasonic bath sonicator			
DETAILS	COMPLIANCE		COMMENTS & REFERENCE
	YES	NO	
<u>Equipment manufacturer</u>			
ISO 9001 certified			
<u>Equipment supplier</u>			
Supply			
• latest model currently in production			
Provide			
• at shipment a declaration of conformity to specifications			
Perform			
• commissioning within two weeks of installation			
• Installation and commissioning by trained service engineers			
• Provide service engineer(s) CV			
Guarantee			
• minimum 12 month after commissioning			
Able to			
• supply all the equipment spares & accessories			
Subcontracting			
• not allowed on supply of equipment			
<u>Equipment</u>			
Must contain a heating function up to and including 70°C.			
Must be capable of operating for at least 90 minutes			
Minimum water bath volume - 7 Litres			
Durable tank which is chemically resistant			
Digital LED/LCD display or equivalent is required			
High frequency industrial inducer of 40 kHz or equivalent is required			
Multiple mode output with normal, pulse, sweep and degas functions must be included			
Drain valve must be included			
<u>Operational components (include in quote)</u>			
• Mesh basket			
• Perforated tray			
• Solid tray			
• Lid			

ITEM 47: The supply a benchtop hotplate magnetic stirrer			
DETAILS	COMPLIANCE		COMMENTS & REFERENCE
	YES	NO	
<u>Equipment manufacturer</u>			
ISO 9001 certified			
<u>Equipment supplier</u>			
Supply			
• latest model currently in production			
Provide			
• at shipment a declaration of conformity to specifications			
Guarantee			
• minimum 12 month after commissioning			
Subcontracting			
• not allowed on supply of equipment			
<u>Equipment</u>			
Temperature range: ambient – 400 °C			

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Rotary speed range: 50 – 1500 rpm			
LCD/LED display or equivalent			
Must include a timer function			
Hotplate must be chemically resistant			
<u>Operational components (include in quote)</u>			
• Thermocouple sensor to be supplied			
• Rod support and clamp kit			

ITEM 48: The supply of a benchtop oil-less vacuum pump			
DETAILS	COMPLIANCE		COMMENTS & REFERENCE
	YES	NO	
<u>Equipment manufacturer</u>			
ISO 9001 certified			
<u>Equipment supplier</u>			
Supply			
• latest model currently in production			
Provide			
• at shipment a declaration of conformity to specifications			
<u>Equipment</u>			
Free standing benchtop unit			
Exhaust silencer/muffler or equivalent must be included			
Sound level: < 50 dB			
Vacuum pressure must be adjustable			
Operating vacuum range: 100 – 7 mbar			
Must include a vacuum/pressure regulator and gauge			
Flow range: 30 – 200 L/min			
<u>Operational consumables (include in quote)</u>			
• Service kit			

ITEM 49: The supply, installation and commissioning of a laboratory Water Purification System			
DETAILS	COMPLIANCE		COMMENTS & REFERENCE
	YES	NO	
<u>Equipment manufacturer</u>			
ISO 9001 certified			
<u>Equipment supplier</u>			
Supply			
• latest model currently in production			
Provide			
• at shipment a declaration of conformity to specifications			
Perform			
• commissioning within two weeks of installation			
• instrument performance verification (incl. chemicals & consumables required) within four weeks of commissioning			
• Installation and commissioning by trained service engineers			
• Provide service engineer(s) CV			
Guarantee			
• minimum 12 month after commissioning			

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Able to			
• supply all the equipment spares & accessories			
Subcontracting			
• not allowed on supply of equipment			
<u>Equipment</u>			
benchtop unit			
Must be able to provide grade 1 water			
Must include pre-filters in order to ensure feed water is of adequate quality and to prolong the life of the purification cartridges			
Must include on-line digital meter to monitor water quality			
Must include reservoir tank of minimum 60 liter			
Reservoir must contain an UV light to prevent algae/bacterial growth			
<u>Operational consumables (include in quote)</u>			
• Service kit for commissioning (all cartridges and filters)			

ITEM 50: The supply of an Analytical Balance			
DETAILS	COMPLIANCE		COMMENTS & REFERENCE
	YES	NO	
<u>Equipment manufacturer</u>			
ISO 9001 certified			
<u>Equipment supplier</u>			
Supply			
• latest model currently in production			
Provide			
• at shipment a declaration of conformity to specifications			
Guarantee			
• minimum 12 month after commissioning			
Able to			
• supply all the equipment spares & accessories			
Subcontracting			
• not allowed on supply of equipment			
<u>Equipment</u>			
Must be able to weigh up to 4 decimal places with a low minimum display of 0.1mg			
Must be supplied with a ISO 17025 calibration certificate			
Local vendor must be able to calibrate on an annual basis according to ISO 17025 requirements			
Balance should have all glass draft shield with 3 sides opening (left, right, top)			
Touch screen display			
Level indicator with adjustable levelling feet			
RS232 connection capability			
weighing pan			
LCD display with backlight			
Auto zero setting and tare			

ITEM 51: The supply of a Laboratory Top Loading Balance			
DETAILS	COMPLIANCE		COMMENTS & REFERENCE
	YES	NO	
<u>Equipment manufacturer</u>			
ISO 9001 certified			
<u>Equipment supplier</u>			
Supply			
• latest model currently in production			
Provide			
• at shipment a declaration of conformity to specifications			
Guarantee			
• minimum 12 month after commissioning			
Able to			

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• supply all the equipment spares & accessories			
Subcontracting			
• not allowed on supply of equipment			
Equipment			
Must be able to weigh up to 5kg with a low minimum display of 0.001g			
Must be supplied with a ISO 17025 calibration certificate			
Local vendor must be able to calibrate on an annual basis according to ISO 17025 requirements			
Touch screen display			
Level adjustable			
RS232 connection capability			

ITEM 52: The supply of a set of an automatic micropipettes			
DETAILS	COMPLIANCE		COMMENTS & REFERENCE
	YES	NO	
Equipment manufacturer			
ISO 9001 certified			
Equipment supplier			
Supply			
• latest model currently in production			
Provide			
• at shipment a declaration of conformity to specifications			
• Provide ISO17025 or equivalent calibration certificate upon delivery			
Guarantee			
• minimum 12 month after commissioning			
• Local vendor must be able to calibrate on an annual basis based on ISO17025 requirements			
Able to			
• supply all the equipment spares & accessories			
Subcontracting			
• not allowed on supply of equipment			
Equipment			
10ml Automatic pipette			
5000µl Automatic pipette			
1000µl Automatic pipette			
200µl Automatic pipette			
20µl Automatic pipette			
2µl Automatic pipette			
The 2, 20, 200 and 1000µl must have plastic tip ejectors			
Pipettes must be autoclavable			
Air-displacement technology			

ITEM 53: The supply and commissioning of a digital portable analyser to determine Hydrogen Sulphide concentration in water		
	COMPLIANCE	

	YES	NO	COMMENTS REFERENCE	&
<u>Equipment manufacturer</u>				
Manufacturer must be ISO 9001 certified				
<u>Equipment supplier</u>				
Supply				
• latest model currently in production				
Provide				
• at shipment a declaration of conformity to specifications				
Perform				
• commissioning within two weeks of installation • instrument performance verification (incl. chemicals & consumables required) within four weeks of commissioning • Installation and commissioning by trained service engineers • Provide service engineer(s) CVs				
Provide				
• on-site training as instruments are purchased for 4 people • theoretical & practical • competency assessment (theoretical (written) & practical) • competency declarations				
Guarantee the instrument for a				
• minimum 12 month after commissioning				
Must be able to				
• supply all the equipment spares & accessories				
Subcontracting is				
• not allowed on supply, installation and training				
<u>Equipment</u>				
Able to analyse for Hydrogen Sulphide in water				
Methodology: Methylene Blue method				
Range between 0.01 to 0.7 mg/l S				
The instrument be supplied in a robust and durable carry case				
Portable unit with battery power exceeding 8 hours				
<u>Operational consumables (include in quote)</u>				
All reagents to be included				
<u>Data system</u>				
Store minimum of 10 results				
Transfer data (stored results) to PC (Laboratory Information Management System – an added advantage)				

ITEM 54: Supply, delivery and commissioning of an autoclave				
DETAILS	COMPLIANCE		COMMENTS REFERENCE	&
	YES	NO		

<u>Equipment manufacturer</u>			
ISO 9001 certified			
<u>Equipment supplier</u>			
Supply			
• latest model currently in production			
Provide			
• according to SANS347 accreditation			
• at shipment a declaration of conformity to specifications			
• Accredited pressure test certificate			
Perform			
• commissioning within two weeks of installation			
• Installation and commissioning by trained service engineers			
• Provide service engineer(s) CV			
Guarantee			
• minimum 12 month after commissioning			
Subcontracting			
• not allowed on supply of equipment			
<u>Equipment</u>			
Upright vertical chamber of ±100L capacity			
Electromechanical lock system			
Dual-sensing interlock mechanism for greater safety			
Double-sensing system for air evacuation.			
Air removal time setting			
Built-in timer programmable to automatically start a cycle			
Process status display			
Process mode for agar			
An auto steam-exhaust mechanism to release steam at pre-set percentage rate after sterilization is completed to avoid liquid boil-over			
Include autoclave baskets			
Local vendor must be able to service and repair and perform accredited pressure testing			

ITEM 55: The supply, installation and commissioning a Total Organic Carbon Analyser with autosampler for analysis of all water matrices			
DETAILS	COMPLIANCE		COMMENTS & REFERENCE
	YES	NO	
<u>Equipment manufacturer</u>			
ISO 9001 certified			
<u>Equipment supplier</u>			
Supply			
• latest model currently in production			
Provide			
• at shipment a declaration of conformity to specifications			
Perform			
• commissioning within two weeks of installation			
• instrument performance verification (incl. chemicals & consumables required) within four weeks of commissioning			
• Installation and commissioning by trained service engineers			
• Provide service engineer(s) CV			
Provide			

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<ul style="list-style-type: none"> on-site training for 20 people (in groups of 2) <ul style="list-style-type: none"> theoretical & practical competency assessment (theoretical (written) & practical) competency declarations Training programme plan must be submitted Must issue certificate of competency and certificate of training attendance 			
Guarantee <ul style="list-style-type: none"> minimum 12 month after commissioning 			
Able to <ul style="list-style-type: none"> supply all the equipment spares & accessories 			
Subcontracting <ul style="list-style-type: none"> not allowed on supply of equipment and training 			
Equipment			
LOQ and LOD for all determinands must be determined during validation			
Sample Matrix include <ul style="list-style-type: none"> Raw sewage Treated effluent Potable Water industrial effluent Leachate 			
Basic unit with detector, Incl. kit for about 1000 samples.			
Operational consumables (include in quote)			
TOC Certified Reference Standard			
Include set of spares for routine maintenance for three years			
Data System			
Software Windows 10 compatible			
Software to be loaded on CoCT supplied PC			
Supply copy of software and user manual			
User rights – password & role permissions.			
Results, raw data and methods stored in database.			
Import and export data to and from Laboratory Information Management System			

ITEM 56: Supply, delivery and commissioning of XYZ autosampler for Lachat 8500 Flow Injection analyser

DETAILS	COMPLIANCE		COMMENTS & REFERENCE
	YES	NO	
Equipment manufacturer			
ISO 9001 certified			
Equipment supplier			
Supply <ul style="list-style-type: none"> latest model currently in production 			
Provide <ul style="list-style-type: none"> at shipment a declaration of conformity to specifications 			
Perform <ul style="list-style-type: none"> commissioning within two weeks of installation Installation and commissioning by trained service engineers <ul style="list-style-type: none"> Provide service engineer(s) CV 			
Guarantee <ul style="list-style-type: none"> minimum 12 month after commissioning 			
Subcontracting <ul style="list-style-type: none"> not allowed on supply of equipment 			
Equipment			
XYZ autosampler compatible with the software of the Lachat 8500 Flow injection Analyser			
Standards positions and 2 x sample rack positions			
2 x sample trays able to take 90 samples each			
All cables and adapters included			

All parts for assembling included			
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ITEM 57: Supply, delivery and commissioning of Luminometer			
	COMPLIANCE		COMMENTS & REFERENCE
	YES	NO	
Equipment manufacturer			
ISO 9001 certified			
Equipment supplier			
• Supply latest model currently in production			
Provide at shipment a declaration of conformity to specifications			
Perform			
• commissioning within two weeks of installation			
• Installation and commissioning by trained service engineers			
• Provide service engineer(s) CV			
Guarantee			
• minimum 12 month after commissioning			
Subcontracting			
• not allowed on supply of equipment			
Equipment			
Sample Format must accommodate tubes for sizes 12 x 75 mm or 55 mm tubes, 1.5 and 2 ml microfuge tubes, 35 mm culture dishes,			
liquid scintillation vials up to 20 ml.			
Detector Photon counting PMT, spectral range: 300 – 600 nm			
Measurement Chamber Retractable drawer with interchangeable reflectors and sample adapter for different tubes			
Sensitivity Better than 0.5 zmol firefly luciferase, 1 amol ATP in a HS ATP assay			
Dynamic Range 6 decades			
Interfaces USB port for PC connection			
Injector 0, 1, 2 (upgrade possible)			
Injection Volume 20 – 500 µl adjustable in steps of 1 µl			
Tubing Chemically inert PTFE tubing and connections (PTFE or KEL-F)			
must include touch screen.			
Environment Storage 0 – 40 °C up to 80 % humidity (@30 °C), non-condensing			
Operation 10 – 35 °C up to 70 % humidity			
Must include a luminescence test tube for QC of luminometers as a validation tool.			
Data System			
Software Windows 10 compatible			
Software to be loaded on CoCT supplied PC			
Supply copy of software and user manual with additional Applications, i.e. Single Assay, Dual Assay, Single Kinetics, Multiple Kinetics, Cut-Off Assay			
User rights – password & role permissions.			
Results, raw data and methods stored in database.			
Import and export data to and from Laboratory Information Management System			

ITEM 58 : The supply, installation and commissioning a Laboratory Turbidity Meter for the measurement of turbidity at on-site laboratories			
DETAILS	COMPLIANCE		COMMENTS & REFERENCE
	YES	NO	
<u>Equipment manufacturer</u>			
ISO 9001 Certification			

<u>Equipment supplier</u>			
Supply			
• latest model currently in production			
Provide			
• at shipment a declaration of conformity to specifications			
• Provide all ancillary equipment for the instrument to function.			
Perform			
• Installation and commissioning			
• instrument performance verification			
• Installation and commissioning by trained service engineers			
• Provide service engineer(s) CV			
Provide			
• on-site training for 5 people (as per COVID protocol)			
• theoretical & practical			
• competency assessment (theoretical & practical)			
• competency declarations			
• Training programme plan must be submitted			
Guarantee			
minimum 12 month after commissioning			
Subcontracting			
not allowed on supply of equipment and training			
<u>Equipment</u>			
Supply			
Turbidity Meter			
Benchtop model			
Measurement: Nephelometric turbidity units (NTU) 0 - 1000 NTU			
Range: 0 to 1000 (minimum)			
Resolution: less than 0.001 NTU			
Light source: Laser			
Detection system: 360° x 90°			
<u>Analytical Methods</u>			
Instrument capable to analyse:			
Turbidity – ISO methodology (SANS 375, SANS 5197, ISO 7027 & SM 2130 or similar)			
<u>Calibration</u>			
Reference standards (CRM) with CoA for turbidity (one set of each with each unit)			
Gelex Secondary Standard			
StablCal Formazin Standard (At least 10, 20 and 600 NTU)			
<u>Consumables</u>			
Include			
5 sample vials			
<u>Data System</u>			
Able to			
Communicate with computer system in order to transfer results to LIMS system			
Include			
All peripherals (cables, etc.) required for connection to PC			
Supply			
PC Software (if applicable)			
Windows 10 compatible			
PC Software to be loaded on CoCT supplied PC			
Supply copy of software and user manual			

ITEM 59 : The supply, installation and commissioning of a Laboratory Auto Titrator for the measurement of alkalinity at on-site laboratories

DETAILS	COMPLIANCE		COMMENTS & REFERENCE
	YES	NO	
<u>Equipment manufacturer</u>			
ISO Certification			

• ISO 9001			
Equipment supplier			
Supply latest model currently in production			
Provide at shipment a declaration of conformity to specifications			
Provide all ancillary equipment for the instrument to function.			
Perform <ul style="list-style-type: none"> • Installation and commissioning • instrument performance verification • Installation and commissioning by trained service engineers • Provide service engineer(s) CV or Certificate 			
Provide <ul style="list-style-type: none"> • on-site training for 5 people (as per COVID protocol) <ul style="list-style-type: none"> • theoretical & practical • competency assessment (theoretical & practical) • competency declarations • Training programme plan must be submitted 			
Guarantee <ul style="list-style-type: none"> • minimum 12 month after commissioning 			
Subcontracting not allowed on supply of equipment and training			
Equipment			
Supply Auto titrator Benchtop model Peristaltic pump for reagent addition One Burette System One pH Electrode Include sample stand and stand to mount pH electrode Integrated Magnetic Stirrer Ability to measure alkalinity between 10 and 100 mg / L as CaCO ₃ Able to store at least 500 results in internal memory Display calibration and titration curves Determine / Calculate titration endpoints			
Analytical Methods			
Instrument capable to analyse: <ul style="list-style-type: none"> • pH Alkalinity – ISO 9963 or similar 			
Calibration			
Buffer standards with CoA (6 x 250 ml of each with each unit) <ul style="list-style-type: none"> • Buffer 2 • Buffer 4 • Buffer 9 Electrolyte Solution (250 ml of each with each unit) <ul style="list-style-type: none"> • 3 mol/L KCl • 1 mol/L HNO₃ 			
pH & Conductivity Electrodes			
pH Electrode Electrode and cable combination (can be unit or separate) 4 x pH General Purpose pH electrodes			
Data System			
Able to Communicate with computer system in order to transfer results to LIMS system Include <ul style="list-style-type: none"> • All peripherals (cables, etc.) required for connection to PC • PC Software (if applicable) <ul style="list-style-type: none"> • Windows 10 compatible • PC Software to be loaded on CoCT supplied PC • Supply copy of software and user manual 			

ITEM 60 : The supply, installation and commissioning of a Laboratory pH and Conductivity Meter for the measurement of turbidity at on-site laboratories			
DETAILS	COMPLIANCE		COMMENTS & REFERENCE
	YES	NO	
<u>Equipment manufacturer</u>			
ISO Certification			
• ISO 9001			
<u>Equipment supplier</u>			
Supply latest model currently in production			
Provide at shipment a declaration of conformity to specifications			
Provide all ancillary equipment for the instrument to function.			
Perform			
• Installation and commissioning			
• instrument performance verification			
• Installation and commissioning by trained service engineers			
• Provide service engineer(s) CV or Certificate			
Provide			
• on-site training for 5 people (as per COVID protocol)			
• theoretical & practical			
• competency assessment (theoretical & practical)			
• competency declarations			
• Training programme plan must be submitted			
Guarantee			
• minimum 12 month after commissioning			
Subcontracting not allowed on supply of equipment and training			
<u>Equipment</u>			
Supply			
• pH Conductivity Meter			
• Benchtop model			
• Dual Channel			
• Include stand to mount pH and Conductivity electrode			
• pH range: 0 pH units – 14 pH units			
• Automatic Temperature correction			
• Conductivity range: 0.001 µS/cm – 1000 mS/cm			
• Integrated Magnetic Stirrer			
• Ability to connect barcode reader			
• Able to store at least 500 results in internal memory			
• Password protection ability			
<u>Analytical Methods</u>			
Instrument capable to analyse:			
• pH and Conductivity – ISO 10523 (pH) and ISO 7888 (conductivity) or similar			
<u>Calibration</u>			
Buffer standards with CoA (6 x 250 ml of each with each unit)			
• Buffer 2			
• Buffer 4			
• Buffer 9			
Electrolyte Solution (250 ml of each with each unit)			
• 3 mol/L KCl			
• 1 mol/L HNO ₃			
Conductivity Standard (1 x 250 mL of each for each unit)			
• 1 uS/cm (approximate conductivity)			
• 5 uS/cm (approximate conductivity)			
• 10 uS/cm (approximate conductivity)			
• 100 uS/cm (approximate conductivity)			
• 500 uS/cm (approximate conductivity)			
• 1500 uS/cm (approximate conductivity)			

pH , Conductivity, Redox and DO sensor / Electrodes			
<p>pH Electrode</p> <ul style="list-style-type: none"> • 3 in 1 electrode (pH & Reference & Temperature) • Electrode and cable combination (can be unit or separate) <ul style="list-style-type: none"> • 2 x pH electrodes specifically for Drinking Water • 2 x pH electrodes specifically for Waste Water • 2 x pH electrodes specifically for low conductivity water • 2 x pH electrodes specifically for brine (highly saline) water • 2 x pH electrodes specifically for water samples containing organics, oils or emulsions <p>Conductivity Electrodes</p> <ul style="list-style-type: none"> • 2 x Conductivity electrodes specifically for Drinking Water • 2 x Conductivity electrodes specifically for Low Conductivity Water • 2 x Conductivity electrodes specifically for Sea Water <p>Redox Electrodes</p> <p>2 x Combination ORP electrode with platinum ring indicator</p> <p>Dissolved Oxygen Sensor</p> <ul style="list-style-type: none"> • 2 x Dissolved Oxygen Sensors for general application 			
Data System			
<p>Able to Communicate with computer system in order to transfer results to LIMS system</p> <p>Include all peripherals (cables, etc.) required for connection to PC</p> <p>Supply</p> <ul style="list-style-type: none"> • PC Software (if applicable) <ul style="list-style-type: none"> • Windows 10 compatible • PC Software to be loaded on CoCT supplied PC • Supply copy of software and user manual 			

ITEM 61: The supply, installation and commissioning of a Laboratory Spectrophotometer, able to measure in the UV and VIS range to analyse for various water quality parameters at on-site laboratories			
DETAILS	COMPLIANCE		COMMENTS & REFERENCE
	YES	NO	
<u>Equipment manufacturer</u>			
ISO Certification			
• ISO 9001			
<u>Equipment supplier</u>			
Supply latest model currently in production			
Provide at shipment a declaration of conformity to specifications			
Provide all ancillary equipment for the instrument to function.			
Perform			
<ul style="list-style-type: none"> • Installation and commissioning • instrument performance verification • Installation and commissioning by trained service engineers • Provide service engineer(s) CV or Certificate 			
Provide			
<ul style="list-style-type: none"> • on-site training for 5 people (as per COVID protocol) <ul style="list-style-type: none"> • theoretical & practical • competency assessment (theoretical & practical) • competency declarations • Training programme plan must be submitted 			
Guarantee			
• minimum 12 month after commissioning			
Subcontracting			
• not allowed on supply of equipment and training			
<u>Measuring Technology</u>			
Supply			

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• Spectrophotometer with reference beam technology			
<u>Wavelength range</u>			
Capable to measure			
• UV VIS range – approx. 200 nm to 1000 nm			
Scientific Services currently uses HACH test kits. The equipment must be able to utilise these kits.			
<u>Sample Cell Size</u>			
Capable to accommodate			
• 16 mm round cells,			
• 10, 20, 50 and 100 mm rectangular cells with automatic recognition			
<u>Analytical Methods</u>			
Instrument capable to analyse for the following – using Cell and Reagent Tests:			
• Aluminium			
• Iron			
• Manganese			
• Calcium			
• Magnesium			
• Potassium			
• Phosphate			
• Nitrate			
• Nitrite			
• Chloride			
• Ammonia(ium)			
• COD			
<u>Method recognition</u>			
Utilize barcode identification and RFID to recognise Cell and Reagent Tests			
• <u>Consumables</u>			
Include			
• 2 x 10 mm Quartz Glass Rectangular Cuvette Cells			
• 2 x 10 mm Glass Rectangular Cuvette Cells			
• 2 x 20 mm Glass Rectangular Cuvette Cells			
• 2 x 50 mm Glass Rectangular Cuvette Cells			
• 2 x 100 mm Glass Rectangular Cuvette Cells			
<u>Data System</u>			
Able to			
• Communicate with computer system in order to transfer results to LIMS system			
Include			
• All peripherals (cables, etc.) required for connection to PC			
Supply			
• PC Software (if applicable)			
• Windows 10 compatible			
• PC Software to be loaded on CoCT supplied PC			
• Supply copy of software and user manual			

ITEM 62 : The supply, installation and commissioning an Environmental Scanning Electron Microscopy			
DETAILS	COMPLIANCE		COMMENTS & REFERENCE
	YES	NO	
<u>Equipment manufacturer</u>			
ISO Certification			
• ISO 9001			
<u>Equipment supplier</u>			
Supply			
• latest model currently in production			
Provide at shipment a declaration of conformity to specifications describing tests performed as well as analyser serial numbers			

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Provide all ancillary equipment for the instrument to function.			
Perform <ul style="list-style-type: none"> • Installation and commissioning • instrument performance verification • Installation and commissioning by trained service engineers • Provide service engineer(s) CV or Certificate 			
Provide <ul style="list-style-type: none"> • on-site training for 5 people (as per COVID protocol) <ul style="list-style-type: none"> • theoretical & practical • Training programme plan must be submitted 			
Guarantee <ul style="list-style-type: none"> • minimum 12 month after commissioning 			
Able to <ul style="list-style-type: none"> • supply all the equipment spares & accessories 			
Subcontracting <ul style="list-style-type: none"> • not allowed on supply of equipment and training 			
Equipment			
The environmental scanning electron microscope (ESEM) addresses the need to examine specimens under conditions as close as possible to their “natural” conditions, with a minimum of sample preparation. This includes the ability to image moist samples, which requires the ESEM to operate at relatively high pressures (up to ~ 50 Torr) using gases such as water vapor, nitrogen, argon, or carbon dioxide.			
magnifications ranging from 7X to 100,000X and more			
maximum specimen height: 100 mm, diameter: 230 mm			
Motorized stage travel: 80 X 100 X 35 mm			
Field of View: 6 mm at Analytical Working Distance (AWD)			
9 specimen sample holder			
External camera sample navigator			
Resolution			
<ul style="list-style-type: none"> • 2 nm, 3 nm @ 30kV SE • 6 nm, 8 nm @ 3 kV SE • 9 nm, 20 nm @ 1 kV SE 			
Vacuum mode			
<ul style="list-style-type: none"> • High Vacuum (HV) mode: • Variable Pressure (VP) mode: 10 – 400 Pa • Easy VP mode: 10 – 133 Pa 			
Detectors			
<ul style="list-style-type: none"> • Secondary Electron Detector • 5 quadrant Solid State Backscattered Electron Detector • chamberscope internal digital camera 			
5 Axis motorised stage			
<ul style="list-style-type: none"> • X = 80 mm, Y = 100 mm • Z = 35 mm, Tilt = -10 to 90 degrees • Rotation = 360 degrees continuous 			
Include <ul style="list-style-type: none"> • All peripherals (cables, etc.) required for connection to PC Supply <ul style="list-style-type: none"> • PC Software (if applicable) <ul style="list-style-type: none"> • Windows 10 compatible • PC Software to be loaded on CoCT supplied PC • Supply copy of software and user manual 			

ITEM 63 : The supply, installation and commissioning of Immuno Diagnostic Assay Instrument			
DETAILS	COMPLIANCE		COMMENTS & REFERENCE
	YES	NO	
Equipment manufacturer			

ISO Certification			
• ISO 9001			
Equipment supplier			
Supply			
• latest model currently in production			
Provide			
• at shipment a declaration of conformity			
Provide all ancillary equipment for the instrument to function.			
Perform			
• Installation and commissioning			
• instrument performance verification			
• Installation and commissioning by trained service engineers			
• Provide service engineer(s) CV			
Provide			
• on-site training for 5 people (as per COVID protocol)			
• theoretical & practical			
• Training programme plan must be submitted			
Guarantee			
• minimum 12 month after commissioning			
Able to			
• supply all the equipment spares & accessories			
Subcontracting			
• not allowed on supply of equipment and training			
Equipment			
• Operating Temperature - 15°C to 30°C			
• Relative Humidity - 10 to 80% without condensation			
• Space requirements: <1.6 m on benchtop			
• Processing capacity: 30 test positions (5 sections each containing 6 positions) with up to 50 tests per hour capability			
• Motors: Stepper motors			
• Pumping: 5 pumps, one per section for mixing, dilution and transfer of reagents			
• Temperature control: Absolute Precision 37±1°C			
• Automatic Control: By thermal probes			
Optical components:			
• Detector: Fluorometric photodiode			
• Detection Range: 40 to 40 000nmol of 4MU (4-Methyl Umbelliferone)			
• Automatic self-testing: Of the optical system every 12 hours against a benchmark standard (Solid Standard). Automatic recalibration if deviation from the Solid Standard is ≥0.6%			
• Operating Principles: Detection of Ab, Ag and IGM			
• Microorganisms detectable:			
- Listeria,			
- Listeria monocytogenes,			
- Salmonella,			
- E. coli 0157,			
- Campylobacter,			
- Staphylococcal enterotoxin,			
- Salmonella Immuno-concentration.			
PC:			
• Windows 10 compliant			
• I5 or above			
• 8GB RAM minimum			
• Operating software must be Windos 10 compliant			
Printer			
• Laser			
Connectivity:			
• Compatible with LIMS interphasing			

ITEM 64 : The supply, installation and commissioning of a Quality indicator organisms Automated System for Food Samples.			
DETAILS	COMPLIANCE		COMMENTS & REFERENCE
	YES	NO	
<u>Equipment manufacturer</u>			
ISO Certification			
• ISO 9001			
<u>Equipment supplier</u>			
Supply			
• latest model currently in production			
Provide			
• at shipment a declaration of conformity to specifications			
Provide all ancillary equipment for the instrument to function.			
Perform			
• Installation and commissioning			
• instrument performance verification			
• Installation and commissioning by trained service engineers			
• Provide service engineer(s) CV			
Provide			
• on-site training for 5 people (as per COVID protocol)			
• theoretical & practical			
• Training programme plan must be submitted			
Guarantee			
• minimum 12 month after commissioning			
Able to			
• supply all the equipment spares & accessories			
Subcontracting			
• not allowed on supply of equipment and training			
<u>Equipment</u>			
• Operating Temperature: 15°C to 30°C			
• Relative Humidity: 10 to 80% without condensation			
• Space requirements: <1.0 m on benchtop			
• Processing capacity: 500 tests in 2 hours			
• Result Availability: 24 hours (48hrs for yeast & moulds)			
• Qualitative or Quantitative Methodology: Quantitative, based on MPN method			
• Microorganisms detectable:			
- Total Coliforms,			
- E.coli,			
- Staphylococcus,			
- Total aerobic microbes,			
- Yeast and Mold,			
- Lactic acid bacteria			
PC:			
• Windows 10			
• I5 or above			
• 8GB RAM minimum			
• Operating software must be Windos 10 compliant			
Printer			
• Laser			
Connectivity:			
• Compatible with LIMS interphasing			

ITEM 65 : The supply, installation and commissioning of automated wireless temperature monitoring device			
DETAILS	COMPLIANCE		COMMENTS & REFERENCE
	YES	NO	
Equipment manufacturer			
ISO Certification			
• ISO 9001			
Equipment supplier			
Supply			
• latest model currently in production			
Provide			
• at shipment a declaration of conformity to specifications			
Provide all ancillary equipment for the instrument to function.			
Perform			
• Installation and commissioning			
• instrument performance verification			
• Installation and commissioning by trained service engineers			
• Provide service engineer(s) CV or Certificate			
Provide			
• on-site training for 5 people (as per COVID protocol)			
• theoretical & practical			
• Training programme plan must be submitted			
Guarantee			
• minimum 12 month after commissioning			
Able to			
• supply all the equipment spares & accessories			
Subcontracting			
• not allowed on supply of equipment and training			
Equipment			
Cold Chain Thermologger with smart notification system			
• Visual Display for Ambient Temperature Readings			
• Capable of simultaneous Reporting on All Platforms, Whatsapp, Email, SMS, Missed Call			
• Web-based/Cloud based/App based incident and Occurrence Reports			
• Built-In battery backup for power failures up to 24Hrs			
• Built-In temperature tag reader with Multiple tag reader capability			
• Power supply charging indicator			
• Automatic periodic background reporting			
• Computer generated reporting schedules			
• Secure multi-user password web/cloud/app access			
• Wireless access			
Include			
• 3 years Self-Diagnostic Software and with regular updates			
• 3 years physical and online support			
• 3 years training support on request			
• 3 years calibration support			

ITEM 66 : The supply and delivery of Multi-purpose Food Infrared thermometer			
DETAILS	COMPLIANCE		COMMENTS & REFERENCE
	YES	NO	
<u>Equipment manufacturer</u>			
ISO Certification			
• ISO 9001			
<u>Equipment supplier</u>			
Supply			
• latest model currently in production			
Provide			
• at shipment a declaration of conformity			
Provide all ancillary equipment for the instrument to function.			
Guarantee			
• minimum 12 month after commissioning			
Able to			
• supply all the equipment spares & accessories			
Subcontracting			
• not allowed on supply of equipment and training			
<u>Equipment</u>			
Penetration thermometer combined with an infrared sensor for noncontact temperature measurement, able to be used in all food environments either scanning temperature without contact or with a probe to measure core temperature of food products			
• Small enough to fit into a pocket			
• High-quality to last and be watertight and HACCP compliant.			
• Precise 2-point laser with 10:1 optics shows the exact measurement area, allowing error-free measurements			
• Sensor type: NTC			
• Measuring range: -50 to +250 °C			
• Accuracy ±1 digit: ±1 °C (-50.0 to -30.1 °C) ±0.5 °C (-30.0 to +99.9 °C) ±1% of m.v. (+100 to +250 °C)			
• Resolution: 0.1 °C/°F/°R			
• Response time: t99 = 10 s (measured in moving liquid)			
• Sensor type: Infrared			
• Measuring range: -30 to +250 °C			
• Accuracy ±1 digit: ±2.5 °C (-30.0 to -20.1 °C) ±2.0 °C (-20.0 to -0.1 °C) ±1.5 °C or ±1.5% of m.v. (remaining range)			
• Resolution: 0.1 °C			
• Measurement rate: 0.5 s			
• Optics: 10:1 + opening diameter of the sensor (12 mm)			
• Meas. spot marking: 2 point laser			
• Spectral range: 8 to 14 µm			
• Emissivity: 0.10 to 1.00 (0.01 steps)			
• Laser marking: on / off			
General technical data			
• Measurement value: temperature °C/°F/°R			
• Measurement mode: Hold or auto hold (immersion probe)			
• Operating temperature: -20 to +50 °C			
• Storage temperature: -30 to +70 °C			
• Display: LCD, single line, illuminated, with status line (°C,°F,°R, battery, hold/auto hold, min, max, laser, measurement, emissivity)			
• Protection class: IP65			

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• Probe length/diameter: 178 x 48 x 21 mm (probe not folded out)106 mm / Ø 3 mm			
• Probe tip diameter: 32 mm / Ø 2.3mm			
• Standard: EN 13485			
Includes			
• Battery type: 2 AAA micro batteries			
• Battery life: 10 h (at +25 °C)			

ITEM 67 : The supply, installation and delivery of Vaccine Fridge/Freezer long holdover 180-220L			
DETAILS	COMPLIANCE		COMMENTS & REFERENCE
	YES	NO	
<u>Equipment manufacturer</u>			
ISO Certification			
• ISO 9001			
<u>Equipment supplier</u>			
Supply			
• latest model currently in production			
Provide			
• at shipment a declaration of conformity to specifications describing tests performed as well as analyser serial numbers			
Provide all ancillary equipment for the instrument to function.			
Guarantee			
• minimum 12 month after commissioning			
Able to			
• supply all the equipment spares & accessories			
Subcontracting			
• not allowed on supply of equipment and training			
<u>Equipment</u>			
Vaccine Fridge/Freezer long holdover 180-220L designed to maintain temperature during the loss of power for 50 consecutive hours or more at an ambient room temperature of 30 °C			
• Fridge capacity: 200L capacity with a 10% variance			
• Freezer capacity: 30-40 Litres			
• Fridge temp range: 2-8 degrees			
• Freezer range: less than -10degrees			
• Standards: World health organisation specification or Global Health cold specification compliant			
• Quality and support:			
- Robust build structure with Solid door. Lockable			
- LED lighting (Bacteria growth prevention)			
- Single compressor system			
- Audio or visio alarm for high or low temperature alerts			
- Automatic defrost system			
Included			
• 2 years on site training on use and care included			
• 2 years full-service and maintenance warranty included			
• Voltage regulator included			

ITEM 68 : The supply, installation and delivery of Vaccine Fridge/Freezer long holdover 290-320L			
DETAILS	COMPLIANCE		COMMENTS & REFERENCE
	YES	NO	
<u>Equipment manufacturer</u>			
ISO Certification			
• ISO 9001			
<u>Equipment supplier</u>			

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Supply			
• latest model currently in production			
Provide			
• at shipment a declaration of conformity to specifications describing tests performed as well as analyser serial numbers			
Provide all ancillary equipment for the instrument to function.			
Guarantee			
• minimum 12 month after commissioning			
Able to			
• supply all the equipment spares & accessories			
Subcontracting			
• not allowed on supply of equipment and training			
Equipment			
Vaccine Fridge/Freezer long holdover 290-320L designed to maintain temperature during the loss of power for 50 consecutive hours or more at an ambient room temperature of 30 °C			
• Fridge capacity: 300L Capacity with a 5% variance			
• Freezer capacity: 40-50 Litres			
• Fridge temp range: 2-8 degrees			
• Freezer range: less than -10degrees			
• Standards: World health organisation specification or Global Health cold chain specification compliant			
• Quality and support:			
- Robust build structure with Solid door. Lockable			
- LED lighting (Bacteria growth prevention)			
- Single compressor system			
- Audio or visio alarm for high or low temperature alerts			
- Automatic defrost system			
Included			
• 2 years on site training on use and care included			
• 2 years full-service and maintenance warranty included			
• Voltage regulator included			

Anciliary Components**Supply**

- The City will issue a Purchase Order for the procurement of Anciliary components.
- Only upon receiving a Purchase Order from the CCT shall the Service Provider procure the relevant items listed in the pricing schedule of the tender document.
- The Service Provider shall deliver the procured item/s within 6 weeks upon receipt of the of the CCT's Purchase Order.

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' (

(14.2) BBEE SUB-CONTRACT EXPENDITURE REPORT (PRO FORMA)**TENDER NO. AND
DESCRIPTION:****SUPPLIER:****B-BBEE SUB-CONTRACT EXPENDITURE REPORT**

Rand Value of the contract (as defined in Schedule 4: Preference Schedule) (P*)	R	B-BBEE Status Level of Prime Supplier	
--	---	---------------------------------------	--

Name of Sub-contractor (list all)	B-BBEE Status Level of supplier ¹	Total value of Sub-contract (excl. VAT) ¹	Value of Sub-contract work to date (excl. VAT) ¹	Value of Sub-contract work to Sub-contractors with a lower B-BBEE Status Level than supplier
Sub-contractor A		R	R	R
Sub-contractor B		R	R	R
Sub-contractor C		R	R	R

¹Documentary evidence to be provided

Total:

R

Expressed as a percentage of **P***

%

Signatures**Declared by
supplier to
be true and
correct:****Date:****Verified by
CCT Project
Manager:****Date:**

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

**TENDER NO. AND
DESCRIPTION:**

SUPPLIER:

PARTNERSHIP/ JOINT VENTURE (JV)/ CONSORTIUM EXPENDITURE REPORT

Rand value of the contract (as defined in Schedule 4: Preference Schedule) (P*)	R	B-BBEE Status Level of Partnership/ Joint Venture (JV)/ Consortium	
---	---	--	--

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

¹Documentary evidence to be provided

Signatures

**Declared by
supplier to
be true and
correct:**

Date:

**Verified by
CCT Project
Manager:**

Date: