

TABLE OF CONTENTS

THE TENDER.....	4
T.1 GENERAL TENDER INFORMATION	4
T.2 CONDITIONS OF TENDER	5
2.1 General.....	5
2.2 Tenderer's obligations	9
2.3 The CCT's undertakings.....	16
THE CONTRACT	23
C.1 DETAILS OF TENDERER/SUPPLIER	24
C.2 FORM OF OFFER AND ACCEPTANCE	25
C.2.1 OFFER (TO BE COMPLETED BY THE TENDERER AS PART OF TENDER SUBMISSION)	25
C.2.3 SCHEDULE OF DEVIATIONS (TO BE COMPLETED BY THE CCT UPON ACCEPTANCE)	27
C.2.4 CONFIRMATION OF RECEIPT (TO BE COMPLETED BY SUPPLIER UPON ACCEPTANCE).....	28
C.3 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT	29
C.4 PRICE SCHEDULE	30
C.5 SPECIFICATION(S).....	34
C.6 SPECIAL CONDITIONS OF CONTRACT	44
C.7 GENERAL CONDITIONS OF CONTRACT	56
C.8 ANNEXURES	65
ANNEXURE A – PRO FORMA INSURANCE BROKER'S WARRANTY	65
ANNEXURE B – MONTHLY PROJECT LABOUR REPORT	66
ANNEXURE C – PRO FORMA PERFORMANCE SECURITY/ GUARANTEE	68
ANNEXURE D – PRO FORMA ADVANCE PAYMENT GUARANTEE	71
ANNEXURE F – TENDER RETURNABLE DOCUMENTS.....	74
Schedule F.1: Contract Price Adjustment	74
Schedule 8: Contract Price Adjustment and/or Rate of Exchange Variation	74
Schedule F.2: Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums	78
Schedule F.3: Declaration for Procurement above R10 million.....	79
Schedule F.4: Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2022.....	80
Schedule F.5: Declaration of Interest – State Employees (MBD 4 amended).....	83
Schedule F.6: Conflict of Interest Declaration	85
Schedule F.7: Declaration of Tenderer's Past Supply Chain Management Practices (MBD 8).....	86
Schedule F.8: Authorisation for the Deduction of Outstanding Amounts Owed to the CCT	88
Schedule F.9: Certificate of Independent Tender Determination	89
Schedule F.10: Proposed Deviations and Qualifications by Tenderer	90
Schedule F.11: List of Other Documents Attached by Tenderer.....	91
Schedule F.12: Record of Addenda to Tender Documents	92
Schedule F.13: Information to be provided with the Tender.....	93
ADDITIONAL INFORMATION FOR IN-CONTRACT DEVELOPMENT GUIDELINES CONTRACTUAL OBLIGATIONS.....	93
Schedule F.13A: Asset Types Tendered for.....	94
Schedule F.13B: Relevant Authorisations and/or Certificates of the OEM. Relevant experience of OEM	95
Schedule F. 13C: Letter of Appointment as OEM Appointed Agent/Service Provider Relevant experience as OEM Agent/Service Provider	96
Schedule F.13D: Detail of Key Personnel.....	97
Schedule F.13E: Workshop Premises and Facilities.....	98
Schedule F.13F: Duration of Tasks (Description).....	100
Schedule F.13H: Health and Safety Compliance Checklist	102
Schedule F.13I: Sample Health and Safety Policy.....	103
Schedule F.13J: Risk Assessment and Action Plan Sample	104
Schedule F.13J: Risk Assessment and Action Plan Sample	105
Schedule F.13K: Environmental Policy Statement.....	106
Schedule F.13L: Registration as Waste Generator	107
Schedule F.13M: Application to Discharge Effluent	108
Schedule F.13N: SWG 1100 Filter Plant	109

<i>Schedule F.13O: Trailer Mounted SWG 1100 Filter Plant</i>	<i>111</i>
<i>Schedule F.13P: Oil Filtration Trolley – OF2-1000.....</i>	<i>112</i>
<i>Schedule F.13Q: Parker Oil Purification System: Model PVS 2700.....</i>	<i>115</i>
<i>Schedule F.13R: Oil Plant – Truck Mounted: Degasifier Unit</i>	<i>117</i>
<i>Schedule F.13S: List of Oil Filtration Plant.....</i>	<i>121</i>
<i>Schedule F.13T: Generator Replacement.....</i>	<i>122</i>
<i>Schedule F.14: Appeal Application.....</i>	<i>123</i>
<i>Schedule F.15: Locality Plan – Site Visit/Clarification Meeting Venue.....</i>	<i>125</i>

THE TENDER

T.1 GENERAL TENDER INFORMATION

- TENDER ADVERTISED** : **07 November 2025**
- SITE VISIT/CLARIFICATION MEETING** : Time: **10H00** on Date: **19 November 2025**
(Not compulsory, but strongly recommended)
- See clause 2.2.7 Clarification Meeting under Tenderer's Obligations with regards to site visits and clarification meetings.
- VENUE FOR SITE VISIT/CLARIFICATION MEETING**: Ndabeni, ESS Boardroom
Electricity Services Depot
13 Melck Street
Ndabeni.
- TENDER BOX & ADDRESS** :
- Tender Box as per front cover** at the **Tender & Quotation Boxes Office**, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.
 - The Tender Document (which includes the Form of Offer and Acceptance) completed and signed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the endorsement "**TENDER NO. 105S/2025/26 - TENDER DESCRIPTION: Service and Maintenance of Oil filtration trailer/trolley/plant**", the tender box number. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time.
 - If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. It remains the tenderer's responsibility to ensure that the tender is placed in either the original box or as alternatively instructed.

CCT TENDER REPRESENTATIVE: SCM.Tenders23@capetown.gov.za

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

T.2 CONDITIONS OF TENDER

2.1 General

2.1.1 Actions

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

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

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

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

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

2.1.2 Interpretation

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

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

2.1.3 Communication during tender process

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

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

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

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

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

2.1.5 Procurement procedures

2.1.5.1 General

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

The City of Cape Town intends to appoint two tenderers per section (the highest ranked tenderer ("the winner") and in addition a single "Alternative Tenderer" for the allocation of work. If insufficient responsive bids are received, the City of Cape Town reserves the right to appoint a single tenderer, or not to appoint any tenderers at all per section.

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

At any stage during the contract, if the Main Tenderer's capacity to perform cannot meet the operational demand, the City of Cape Town reserves the right to activate and utilise the Alternative Tenderer until such time that the Main Tenderers capacity is adequate to meet the demand. In all instances when needed, the activation of the Alternative Tenderer will take place in a consensus agreement. It will only be activated based on agreed timeframes which will be communicated to the Tender by the designated City of Cape Town representative.

The contract period shall be for a **period of Thirty-six (36) months from the commencement date of the contract.**

2.1.5.2 Proposal procedure using the two stage-system.

A two-stage system will not be followed.

2.1.5.3 Nomination of Standby Bidder

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

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

2.1.6.1 Disputes, objections, complaints and queries

In terms of Regulations 49 and 50 of the Local Government: Municipal Finance Management Act, 56

of 2003 Municipal Supply Chain Management Regulations (Board Notice 868 of 2005):

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

2.1.6.2 Appeals

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

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

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

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

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

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

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

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

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