



**CITY OF CAPE TOWN  
ISIXEKO SASEKAPA  
STAD KAAPSTAD**

*Making progress possible. Together.*

## **MEMORANDUM OF AGREEMENT**

**FOR THE**

**DESIGN, SUPPLY, DELIVERY, IMPLEMENTATION AND  
MAINTENANCE OF A CUSTOMISED, INTEGRATED LABORATORY  
INFORMATION MANAGEMENT SYSTEM FOR SCIENTIFIC  
SERVICES, ATHLONE**

**MADE AND ENTERED INTO BETWEEN**

**CITY OF CAPE TOWN METROPOLITAN MUNICIPALITY**

**And**

**LABWARE AFRICA (PTY) LTD**

**Contract No 110G/2021/22**

*mgw*

## PREAMBLE

WHEREAS Tender 110G/2021/22 was awarded to Labware Africa (Pty) Ltd, in line with resolution SCMB 101/05/22 dated 30 May 2022.

WHEREAS Labware Africa (Pty) Ltd, was awarded as per PART 4: PRICING SCHEDULE, for the contract period from date of commencement until 30 June 2031.

AND WHEREAS it is recorded that this Contract will be governed by the provisions of General Conditions of Contract for the Supply of Goods and Services, Revised July 2010 ("GCC"), read with the Contract Specific Data ("SCC") annexed hereto marked "PART 2: SPECIAL CONDITIONS OF CONTRACT".

## NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

### 1. PARTIES

The Parties to this Contract are:

1.1. The City of Cape Town, a metropolitan municipality, established in terms of the Local Government: Municipal Structures Act 117 of 1998 read with the Province of the Western Cape: Provincial Gazette 5588 dated 22 September 2000, as amended ("the Employer"), herein represented by the City Manager: City of Cape Town duly authorised hereto;

1.2. Labware Africa (Pty) Ltd, a private company registered in terms of the laws of the Republic of South Africa with registration no: [REDACTED], with its principal place of business situated at [REDACTED] (the "Supplier"), herein represented by its duly authorised representative, Karabo Maloka in his capacity as Sales Manager;

hereinafter jointly referred to as "Parties" and in singular, a "Party".

### 2. INTERPRETATION

2.1. In the event of any conflict between the provisions of this Contract, the GCC and any Part attached hereto, or any other document incorporated by reference to this Contract, save to the extent expressly stated to the contrary, such conflict

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will be resolved by giving precedence to such different parts of this Contract in the following order of precedence:

- 2.1.1. first, the terms and conditions of the SCC;
  - 2.1.2. second, the terms and conditions of the GCC;
  - 2.1.3. third, Parts and annexures to this Contract; and
  - 2.1.4. fourth, any other documents incorporated by reference.
- 2.2. The provisions of this Contract supersede and replace the provisions of any previous agreement entered into between the Parties relating to the same subject matter.

### **3. APPOINTMENT AND DURATION**

- 3.1. The Employer hereby appoints the Contractor to perform the Scope of Work for the Employer from the Commencement Date.
- 3.2. Unless terminated earlier in accordance with the provisions as set out in the GCC or any other provision in terms of this Contract, this Contract shall commence from date of commencement until 30 June 2031.

### **4. MUTUAL GOOD FAITH / CO-OPERATION**

- 4.1. The Parties represent and undertake to do all such things, perform all such acts and take all steps to procure the doing of all such things and the performance of all such acts, as may be necessary or incidental to give effect to the execution of this Contract.
- 4.2. The Parties shall at all times during the continuance of this Contract observe the principles of good faith towards one another in the performance of their obligations in terms of this Contract.

### **5. OBLIGATIONS OF THE EMPLOYER**

- 5.1. The Employer undertakes to perform its obligations in accordance with the Contract, including but not limited to the Scope of Work (**PART 5: SPECIFICATIONS**), subject to the satisfactory fulfilment of the obligations by the Contractor as set out in this Contract.

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- 5.2. The Employer shall monitor and evaluate the Contractor's performance in respect of the Scope of Work.

## **6. OBLIGATIONS OF THE SUPPLIER**

- 6.1. The Supplier hereby agrees and undertakes to perform the Services to the Employer as set out in Scope of Work (**PART 5: SPECIFICATIONS**).
- 6.2. The Supplier will perform the Works as expeditiously as possible and furthermore agrees and undertakes to perform the services in accordance with the operational requirements of the Employer.
- 6.3. The Supplier will ensure that the Works will be of a satisfactory quality and fit for purpose.
- 6.4. The Supplier shall, ensure that its employees, agents, representatives, sub-contractors and suppliers comply with this Contract and all applicable Laws in the execution of the Works.
- 6.5. The Supplier will not conduct any activity of whatsoever nature which may be detrimental to the Employer's reputation and goodwill.

## **7. PRICING DATA**

- 7.1. The Contract Price for the Works shall be as set out in the Pricing Data annexed marked "**PART 4: PRICING SCHEDULE**".
- 7.2. The Contractor shall not be entitled to any other consideration for the rendering of the Works other than as provided for in this Contract.

## DETAILS OF SUPPLIER

### 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 | LabWare Africa (Pty) Ltd                                                                                                                               |
| Trading as (if different from above)                                                                            |                                                                                                                                                        |
| Company / Close Corporation registration number (if applicable)                                                 | [REDACTED]                                                                                                                                             |
| Postal address                                                                                                  | [REDACTED]<br>Postal Code 2159                                                                                                                         |
| Physical address<br>(Chosen domicilium citandi et executandi)                                                   | [REDACTED]<br>Postal Code 2191                                                                                                                         |
| Contact details of the person duly authorised to represent the tenderer                                         | Name: Mr/Ms Karabo Maloka<br>(Name & Surname)<br>Telephone: [REDACTED] Fax: [REDACTED]<br>Cellular Telephone: [REDACTED]<br>E-mail address: [REDACTED] |
| Income tax number                                                                                               | [REDACTED]                                                                                                                                             |
| VAT registration number                                                                                         | [REDACTED]                                                                                                                                             |
| SARS Tax Compliance Status PIN                                                                                  | [REDACTED]                                                                                                                                             |
| City of Cape Town Supplier Database Registration Number (See Conditions of Tender)                              | Vendor No. 16325                                                                                                                                       |
| National Treasury Central Supplier Database registration number (See Conditions of Tender)                      | [REDACTED]                                                                                                                                             |

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

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## PART 1: AGREEMENTS

### (4) FORM OF OFFER AND ACCEPTANCE

#### TENDER 110G/2021/22 DESIGN, SUPPLY, DELIVERY, IMPLEMENTATION AND MAINTENANCE OF A CUSTOMISED, INTEGRATED LABORATORY INFORMATION MANAGEMENT SYSTEM FOR SCIENTIFIC SERVICES, ATHLONE

##### OFFER: (TO BE FILLED IN BY TENDERER):

Required Details (Please provide applicable details in full):

|                                               |                          |
|-----------------------------------------------|--------------------------|
| Name of Tendering Entity*<br>("the tenderer") | LabWare Africa (Pty) Ltd |
| Trading as (if different from above)          |                          |

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

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

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)

Karabo Maloka

Print name(s):

On behalf of the tenderer (duly authorised)

23 November 2021

Date

INITIALS OF CITY OFFICIALS

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## FORM OF OFFER AND ACCEPTANCE (continued)

### TENDER NO. 110G/2021/22: DESIGN, SUPPLY, DELIVERY, IMPLEMENTATION AND MAINTENANCE OF A CUSTOMISED, INTEGRATED LABORATORY INFORMATION MANAGEMENT SYSTEM FOR SCIENTIFIC SERVICES, ATHLONE

#### 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:

- Clause 1 to 7, and the sub-clauses therein, cited in pages 1 to 3 above;
- Part 1: Agreements and contract data
- Part 2: Special Conditions to Contract
- Part 3: General Conditions of Contract
- Part 4: Pricing Schedule
- Part 5: Specifications
- Part 6: Occupational Health and Safety Agreement
- Part 7: Supporting Schedules
- Schedule 8: Contract Price Adjustment

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.

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|                                                     |                                                           |                                             |
|-----------------------------------------------------|-----------------------------------------------------------|---------------------------------------------|
| The Parties                                         | Employer                                                  | Supplier                                    |
| Business Name                                       | City of Cape Town                                         | Labware SA (Pty) Ltd                        |
| Business Registration                               | Not applicable                                            | [REDACTED]                                  |
| Tax number (VAT)                                    | 4500193497                                                | [REDACTED]                                  |
| Physical Address                                    | Civic Centre<br>12 Hertzog Boulevard<br>Cape Town<br>8000 | [REDACTED]                                  |
| Accepted contract sum including tax                 | Rates Based as per PART 4: PRICING SCHEDULE               | Rates Based as per PART 4: PRICING SCHEDULE |
| Accepted contract duration                          | Date of commencement until 30 June 2031                   |                                             |
| Signed – who by signature hereto warrants authority | [REDACTED]                                                | [REDACTED]                                  |
| Name of signatory                                   | Mr Lungelo Mbandazayo                                     | Karabo Maloka                               |
| Signed: Date                                        | 11.7.2023                                                 | 11/07/2023                                  |
| Signed: Location                                    | CAPE TOWN                                                 | [REDACTED]                                  |
| Signed: Witness                                     | [REDACTED]                                                | [REDACTED]                                  |
| Name of Witness                                     | [REDACTED]                                                | [REDACTED]                                  |

MICHAEL JOHN WEBSTER

ED: WINTER & SQUINTON

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## 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 NEGOTIATED PRICING AS PER PART 4: PRICING SCHEDULE

Details .....

.....

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.....

By the duly authorised representatives signing this agreement, the CCT and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to this tender document and addenda thereto as listed in the 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.

## PART 2: 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.
- 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. Tenderers must disregard Form of Guarantee / Performance Security and are not required to complete same.]

## **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).

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 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 schedule 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.

#### 17.53.2 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

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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. The penalty will be applicable to all logged calls to the helpdesk and support functions as per the tables in the Specifications. 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

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*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

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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, 2<sup>nd</sup> 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.

##### **36. Protection of Personal Information**

- 36.1 The Supplier acknowledges that, for the purposes of this agreement, they may come into contact with or have access to personal information and other information that may be classified or deemed as private or confidential and for which Purchaser is responsible in terms of Protection of Personal Information Act ("POPIA"). Such personal information may also be deemed or considered as private and confidential as it relates to POPIA.
- 36.2 The Supplier agrees that they will at all times comply with POPIA and Purchaser's Privacy Notice, and that it shall only collect, use and process personal information it comes into contact with pursuant to this agreement in a lawful manner, and only to the extent required to execute the services, or to provide the goods and to perform their obligations in terms of the service level agreement.
- 36.3 The Supplier agrees that it shall put in place, and at all times maintain, appropriate physical, technological and contractual security measures to ensure the protection and confidentiality of the personal information that it, or its employees, its contractors or other authorised individuals comes into contact in relation to the service level agreement.
- 36.4 The supplier agrees that it shall notify the Purchaser immediately where there are reasonable grounds to believe that the personal information of a data subject has been accessed or acquired by any unauthorised person.
- 36.5 Unless so required by law, the Supplier agrees that it shall treat the personal information as confidential and further not disclose any personal information as defined in POPIA to any third party without the prior written consent of the Purchaser.
- 36.6 The Supplier hereby indemnifies and holds the Purchaser harmless against all claims, losses, damages and costs of whatsoever nature suffered by the Purchaser arising from or in relation to the Supplier's (and/or its employees', agents' and sub-contractors') non-compliance with applicable data protection laws and/or other legislation.
- 36.7 The Supplier agrees that the Purchaser may conduct regular data protection audits on the Supplier and undertakes to give its full co-operation in this regard.

##### **37. Review Clause:**

This Agreement is valid from the commencement date outlined herein and is valid until further notice. This Agreement shall be reviewed once every three years; however, in lieu of a review during any period specified, the current Agreement will remain in effect. The purchaser reserves the right to reduce or

increase the scope of works according to the dictates of the budget, to terminate this contract, and/or to review and terminate this contract as is contemplated in Section 116(1)(b)(iii) of the Local Government: Municipal Finance Management Act 56 of 2003, without adjustment to the agreed rates, sums or fees and without payment of any penalty or surcharge in this regard. The supplier shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, payment for good delivered.

### **38. Performance Monitoring**

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

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**Wilma Erasmus**  
Short Term Insurance Brokers  
Korttermyn-Versekeringsmakelaars

Cell 083 571 6300/ Cell 082 553 4093  
Telephone 014 533 3588  
Facsimile 086 767 5361  
Directors Wilma Erasmus, Nanine Prins  
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CK 2006/121335/23 VAT no. 4400239986  
FSB License no. 26638

## **INSURANCE BROKER'S WARRANTY (PRO FORMA)**

Date: 06.07.2023  
CITY OF CAPE TOWN  
City Manager  
Civic Centre  
12 Hertzog Boulevard  
Cape Town  
8000

Dear Sir

**TENDER NO.: TENDER NO. 110G/2021/22**

**TENDER DESCRIPTION: DESIGN, SUPPLY, DELIVERY, IMPLEMENTATION AND MAINTENANCE OF A CUSTOMISED, INTEGRATED LABORATORY INFORMATION MANAGEMENT SYSTEM FOR SCIENTIFIC SERVICES, ATHLONE**

**NAME OF SUPPLIER: Labware Africa (Pty) Ltd**

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

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

Yours faithfully

Signed: Nanine Prins

For: Wilma Erasmus Versekerings Makelaars

**"INSURANCE TO FIT YOUR LIFESTYLE"** | Wilma Erasmus Insurance Brokers

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## INSURANCE BROKER'S WARRANTY (PRO FORMA)

Logo

*Letterhead of supplier's Insurance Broker*

Date \_\_\_\_\_

CITY OF CAPE TOWN  
City Manager  
Civic Centre  
12 Hertzog Boulevard  
Cape Town  
8000

Dear Sir

TENDER NO.: TENDER NO. 110G/2021/22

**TENDER DESCRIPTION: DESIGN, SUPPLY, DELIVERY, IMPLEMENTATION AND MAINTENANCE OF A  
CUSTOMISED, INTEGRATED LABORATORY INFORMATION MANAGEMENT SYSTEM FOR  
SCIENTIFIC SERVICES, ATHLONE**

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

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

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

Yours faithfully

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

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

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### PART 3: 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.

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

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

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

## **2. Application**

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

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

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

## **3. General**

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

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

## **4. Standards**

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

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

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

## 7. Performance Security

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

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## 9. Packing

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

## 10. Delivery and documents

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

## 11. Insurance

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

## 12. Transportation

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

## 13. Incidental Services

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

## 14. Spare parts

- 14.1 As specified in the SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
  - (b) in the event of termination of production of the spare parts:
    - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

## 15. Warranty

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

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

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

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

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

#### 16. Payment

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

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

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

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

#### 17. Prices

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

#### 18. Contract Amendments

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

#### 19. Assignment

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

#### 20. Subcontracts

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

## 21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during the performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his or her discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure, outside of the contract, small quantities of supplies; or to have minor essential services executed if an emergency arises, or the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and, without prejudice to his other rights, be entitled to claim damages from the supplier.

## 22. Penalties

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

## 23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

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

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

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

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

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

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

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

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

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

#### 25. Force majeure

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

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

## 26. Termination for insolvency

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

## 27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve such dispute or difference amicably, by mutual consultation.
- 27.2 If, after 30 (thirty) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,  
(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and  
(b) the purchaser shall pay the supplier any monies due to the supplier.

## 28. Limitation of Liability

- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6:  
(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and  
(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## 29. Governing language

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

## 30. Applicable Law

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

## 31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail, and any other notice to him shall be posted by ordinary mail, to the address furnished in his bid or to the address notified later by him in writing; and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.



### 32. Taxes and Duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, licence fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

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

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

### 34 Prohibition of Restrictive practices

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

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## PART 4: PRICE SCHEDULE

### (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'**

#### 1. SUPPLY AND INSTALLATION OF THE LABORATORY INFORMATION MANAGEMENT SYSTEM FOR SCIENTIFIC SERVICES.

The price set out in this table below includes, but not limited, to the design, supply, delivery, installation, implementation and maintenance of a customised Laboratory Information Management System, inclusive of peripheral equipment.

| ITEM | DESCRIPTION     | UNIT OF MEASUREMENT | PERIOD                                                          | FIRM PRICE             |
|------|-----------------|---------------------|-----------------------------------------------------------------|------------------------|
| 1    | 1 x LIMS System | Once Off            | From date of commencement of contract for a period of 6 months. | R 3 152 990<br>Ex. VAT |

#### 2. MAINTENANCE AND SUPPORT OF THE LABORATORY INFORMATION MANAGEMENT SYSTEM FOR SCIENTIFIC SERVICES

The rates set out in the table below is for the maintenance of the LIMS software for the duration of the contract.

**NOTE:**

At present the CCT is operating a Labware Laboratory Information Management System, with functionality listed in Appendix A of the tender specifications.

| ITEM | DESCRIPTION                                  | UNIT OF MEASUREMENT | ANNUAL RATE.         |
|------|----------------------------------------------|---------------------|----------------------|
| 2    | Maintenance and support of the LIMS software | Annual              | R 767 925<br>Ex. VAT |

#### 3. SOFTWARE CONFIGURATION

The rates set out in the table below is for the configuration of the Laboratory Information Management System; as and when, required by the CCT.

| ITEM | DESCRIPTION                        | UNIT OF MEASUREMENT | PERIOD                | RATE            |
|------|------------------------------------|---------------------|-----------------------|-----------------|
| 3    | Configuration of the LIMS software | Per hour            | As and when required. | R 1 338 Ex. VAT |

**Note:** Any software updates by the Service Provider is for the Service provider's account.

#### 4. SUPPLY, INSTALLATION AND CONFIGURATION OF PERIPHERAL EQUIPMENT INTEGRATED TO THE LABORATORY INFORMATION MANAGEMENT SYSTEM FOR SCIENTIFIC SERVICES.

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a) The bidder's offer will be evaluated on the supplier's price (proof of this must be submitted with tender submission) plus the bidder's offer on the mark-up percentage, per item.

b) Going forward the amount payable per item will be calculated as indicated in a), above.

c) The bidder's mark-up percentage shall be fixed for the entire contract period.

d) The bidder shall provide proof of the suppliers price.

e) The peripheral equipment items listed below is the minimum requirement. If hardware is obsolete, the CCT must be engaged before the equivalent replacement is deployed. The replacement model must be compatible with the system.

f) The Service Provider shall deliver the peripheral equipment hardware within 4 weeks of receipt of the Purchase Order from the CCT.

| ITEM | COMPONENT         | INITIAL QUANTITY ON IMPLEMENTATION | DESCRIPTION                                                                                                                                                                                                                                                   | MINIMUM SPECIFICATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | SUPPLIER PRICE                                       | MARK UP %      | MARK UP VALUE      | FINAL PRICE |
|------|-------------------|------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|----------------|--------------------|-------------|
| 1    | BAR CODE SCANNERS | 50                                 | Scanners used to scan Alpha-numeric, numeric and Alpha barcodes into LIMS and used at all instrument workstations                                                                                                                                             | USB, interface connection<br>- cordless handheld device;<br>cordless hands free device for Sample Receiving Area (Quantity 5 of the 50)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | USB<br>R 2 210 each<br><br>Chordless<br>R 4 810 each | 15%<br><br>15% | R 332<br><br>R 772 | R 142 050   |
| 2    | LABEL PRINTERS    | 20                                 | Rugged all-metal case for long-lasting use.<br>• 450m ribbon capacity for increased uptime and fewer ribbon changes<br>• Graphical user interface, printer setup and control<br>• Used for barcode-labelling applications that require frequent label changes | - Direct/Thermal Transfer Mid-Range Receipt Printer - Serial/USB and 10/100 LAN/Ethernet Interface<br><br>Thermal Transfer Mid-Range Receipt Printer - Serial/USB Interface - Black, Mid-Range Label Printer, Standard 128MB Flash and 128MB DRAM.<br>- Labels per Day: ZT230: up to 2500 labels.<br>- Maximum Label Size: 991mm(L) x 114mm(W).<br>- Wax Ribbon<br>Dimensions: Width: 40mm (min.) - 110mm (max), Length: 450m<br>- Outside Diameter: 81.3mm.<br>Printing Resolution: 300dpi or more<br>- Max. Print Speed: 152mm per second.<br>- Construction: ZT-230: Metal Frame with Metal Media Cover.<br>- Printable Barcodes: Linear Barcodes: Codabar; Code 11; Code 39; Code 93; Code 128 with subsets A/B/C and UCC Case Codes; ISBT-128; EAN-8; EAN-13; UPC-A; | R 10 894 each                                        | 15%            | R 1634             | R 250 580   |

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|   |                                |    |                                                                                         |                                                                                                                                                                                                                                                                                                                                                                             |              |     |         |           |
|---|--------------------------------|----|-----------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----|---------|-----------|
|   |                                |    |                                                                                         | UPC-E; UPCand EAN with 2 or 5 digit extensions; Plessey; Postnet; Standard 2 of 5; Industrial 2 of 5; Interleaved 2 of 5; Logmars; MSI; Codabar; Planet; Code 2D Barcodes; Aztec; Codablock; Code 49; Datamatrix; Maxicode; MicroPDF417; PDF417; QR Code; TLC 39; RSS-14 (and composite); Printer Control Panel display to view printer status or change printer parameters |              |     |         |           |
| 3 | LIQUID CRYSTAL DISPLAY SCREENS | 10 | LCD screens are used to display information from LIMS database in a set format          | Minimum Display Size 46 inch;<br>Minimum Resolution: 1620 x 1080;<br>Minimum Interface ports HDNI, USB, VGA                                                                                                                                                                                                                                                                 | R 8 553 Each | 15% | R 1 433 | R 106 600 |
| 4 | BIOMETRICS DEVICES             | 20 | This will be used to ensure unique identification of all users when users log into LIMS | Interface to PC/Laptop; USB;<br>Device: Fingerprint reader                                                                                                                                                                                                                                                                                                                  | R 5 974 Each | 15% | R 896   | R 121 420 |

**5. MAINTENANCE AND SUPPORT OF THE SOFTWARE ASSOCIATED WITH THE PERIPHERAL EQUIPMENT INTEGRATED WITH THE LABORATORY INFORMATION MANAGEMENT SYSTEM FOR SCIENTIFIC SERVICES**

Should additional peripheral equipment increase, the Service Provider will be entitled to a proportionate increase in peripheral equipment against the fixed rates. The payable amount will be as per the number of peripheral equipment deployed and operational as at the last day of the month.

| ITEM | DESCRIPTION                                                                  | UNIT OF MEASUREMENT | PERIOD               | RATE  |
|------|------------------------------------------------------------------------------|---------------------|----------------------|-------|
| 4    | Maintenance and support of the software associated with peripheral equipment | Per hour            | As and when required | R 600 |

**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.

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## PART 5: SPECIFICATION(S)

### INTRODUCTION

The current Labware LIMS is critical as Scientific Services generates analytical data that is essential to the operations of the City's entire water network. This includes the entire water life cycle in the City i.e. from Bulk Water to Wastewater treatment. Scientific Services currently manages all operational scientific data generated via the Labware LIMS system, version 6. This is a stand-alone system located at Scientific Services Athlone. It's a third party system and is currently not conforming to IST policy requirements.

The Branch also produces operational data for the efficient functioning of water treatment plants, wastewater treatment plants, compliance monitoring and other data for other operational processes. LIMS is Scientific Services' core operational system. All data related to water i.e. chemical, biological and physical results are captured and stored in LIMS.

In 2006 the Water & Sanitation's Scientific Services Branch implemented the Laboratory Information Management System (LIMS) supplied by Labware Africa. The main function of this system was to manage the scientific analytical data generated by the department's laboratories during its operational processes.

The LIMS system has currently 18 user software licenses. Due to the extensive utilisation of LIMS, these 18 licenses are not sufficient to meet operational requirements of the Scientific Services Branch.

During the initial installation of LIMS, the system was set up in a configuration that it ran outside of the City's Corporate IS&T environment. It utilised a function called Remote Desktop to Terminal Services to access the LIMS network from the City's Corporate side. This installation was not in compliance with City IS&T Policy. This configuration did not allow for upgrading of the LIMS hardware infrastructure. The result is that the current configuration of LIMS do not allow for further upgrading of the LIMS hence limiting the expansion of services at Scientific Services.

The intension is to upgrade and migrate LIMS to the City's Corporate network. This would allow proper maintenance and backup systems of LIMS information in accordance with IS&T policies.

The City of Cape Town, Scientific Services Branch is seeking an established, reputable specialised Laboratory Information Systems solution provider to design, supply, implement and maintain a Laboratory Information Management System.

The approved operating system for software vendors integrating with the CCT's infrastructure is Windows 10 and above with the TCP/IP protocol adopted as standard. The Laboratory Information Management System solution will be required to integrate with the City's architectural infrastructure.

### **LIMS FUNCTIONALITY AND REQUIREMENTS**

The solution will comprise of the following compulsory modules and functionalities;

- 1) Setup and supply of a LIMS Application & Database system (incorporating a Three tier architectural solution. The core solution must be web based), i.e. internal and external client access will be through a web interface.  
A production system which uses real-time processing to handle loads of constantly changing scientific data.

LIMS Quality Assurance Environment

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A Quality Assurance system to obtain real-world requirements, analysing requirements, designing the data and functions of the system, and then implementing the operations in the LIVE system. (QA environment that allows test to changes to the environment before applying to production)

Disaster recovery system i.e. duplicate of production environment and must be implemented in the quote.

- 2) The proposed system should be able to allow a minimum of 50 concurrent user connections. Access to the LIMS system will be regulated via the Systems Access Security and Permissions Module.
- 3) Sample Login, Sample Management and Sample Receiving Area  
The functionality surrounding sample login, have sample login templates and file import templates as well as process schedulers designed to enable the sample login process to be automated. Sample logins are performed using configurable sample templates which allow the appropriate data fields to be available for data entry while other fields display data that has been previously stored in the database.
- 4) Integration of label printers & barcode scanners  
Printers and scanners are allocated at various workstations. The data from the database must be included on a barcode label in human-readable and barcode font.
- 5) Integration of Current Instruments  
Currently a Labstation module is used to interface instrument data via XLS, CSV, TXT & RTF FILES. The new system must mirror, but not limited to, the existing interface mechanisms or methods. All current equipment must be interfaced during implementation. See Appendix B for a list of current equipment.
- 6) Currently a Field Worker FWX application which allows the transfer of field data collected from the handheld devices to the existing LIMS. An application with a similar or better functionality must be implemented for the transfer of field data.
- 7) Existing In-house Liquid Crystal Display (LCD) Screens, displays operational data in real time via visual workflows which is linked to the existing LIMS database. The tenderer must provide a similar or better functionality.
- 8) Visual Workflows, dashboards to provide display of key laboratory process indicators in a variety of graphical and tabular formats. These dashboards are personalized to fit the needs of different laboratory areas. The tenderer must provide a similar or better functionality.
- 9) The development of a complete Inventory module system that will monitor all chemical and consumable stock items in the branch as received, issued and stock levels monitored.
- 10) Invoicing module system  
Currently the invoice module is linked to samples, cost per test/test lists and customers that create sequential numbered invoices. The tenderer must provide a similar or better functionality.
- 11) Reports  
Reporting tool is required to generate reports in various formats but not limited to e.g. PDF, Microsoft Word and MS Excel. Reports created in LIMS must automatically be assigned a unique report sequenced tracking number, which is to be archived for future reference. Report scheduling and automation must be provided, including emailing to users (internal and external). System must be able to generate labels with barcodes eg sample bottles ect for scanning purposes. Additional customisation functionality must be developed for amendments to report formats. Customised report functionality must be provided either through users driven reporting tool or customised developed by the vendor on request. See examples of reports in Appendix D.

- 12) Data integration.  
Data integration with (Internal/external) systems via API and FTPS/SFTP functionality. The integration will be at the cost of the vendor.  
The following systems will be required to be integrated with: Integrated regulatory information system (IRIS) Blue Drop System (Drinking Water Quality) and Green Drop System (Wastewater Quality), Data Information Management System (DIMS).  
The integration is not limited to the before mentioned systems.
- 13) Managed System Alert functionality  
Managed System process alerts must be generated to identified users. The alerts will be specified as per requirements and be in the form of reports, emails, files etc. The tenderer must provide a similar or better functionality.
- 14) System Access Security and Auditing reporting  
Detailed audit reports and logs must be maintained. The system must provided for detailed user access control and permissions. Eg administrators must be able to provide granular access control to user permissions based on sound business rules. The tenderer must provide a similar or better functionality.
- 15) The LIMS system must include biometric user access authentication requirements. The tenderer must provide the functionality.
- 16) Remote access of LIMS  
Field loggers and tablets to be able interfaced to LIMS for the uploading of real time scientific data. The tenderer must provide the functionality.
- 17) Bussiness Rules  
Tracking individual user certification on a test method and specific laboratory instruments and enforce that only certified users are able to enter or review results. The system tracks Certification and Recertification dates to monitor the user certification status. A user must be approved to run an analysis or instrument through the User Configuration dialog. If the certification is expired, the user will not be able to see to the particular analysis or instrument when entering results into the system. The tenderer must provide the functionality.
- 18) Quality Control and Quality Assurance/ Statistical analysis.  
Quality module required for Statistical Quality Control charting and trend analysis. Charts must include X-Bar, Range, X-Bar & Range, Standard Deviation, X-Bar & Standard Deviation, Individuals, Individuals & Range, Median & Individuals, Median, Median & Range, Exponential Weighted Moving Average (EWMA), Cumulative Sum (CUSUM), Histogram, Pareto and Attributes. Multi-level Levey- Jennings plotting capability with configurable Westgard rules are required or more. The tenderer must provide the functionality.
- 19) Creation of digital forms  
System must be able to generate digital forms containing database information and subsequent captured information and be able to be uploaded to the system. The tenderer must provide the functionality.
- 20) Document Management Function  
Document Management function required for users to control the development and distribution of documents. This function must be able to manage all documents generated by the system and uploaded.
- 21) Biometric Fingerprint setup  
Setup required to avoid users from logging in with other user's credentials. The tenderer must provide the functionality.
- 22) Integration of New instrumentation  
The system must have the capability of interfacing all new instruments to LIMS. The list of new instruments is provided in Appendix C, but is not limited thereto.

23) Alert functionality from LIMS to clients, external / Internal customers & users  
Setup the functionality in LIMS to send an alert/SMS report.

24) LIMS Training required for updated LIMS  
Training of 30 End Users in all aspects of LIMS upgrade.

25) Supply, install and commission of LIMS SUPER user/administrator terminals.

This tender calls for the supply of a Laboratory Information Management System for Scientific Services. Note: The hardware system becomes the property of the City of Cape Town: Scientific Services. Documentation deliverables at implementation must include: system architecture, requirements, functional specifications, database diagrams, development environment setup, testing plans and change history. Documentation must be maintained and updated with all subsequent changes and submitted to the City on a timely basis. The development environment, frameworks and tooling used to support the application must be current and kept current.

During the tenure of this contract the number of peripheral equipment may increase.

In addition this tender calls for the upgrading of the proposed Laboratory Information Management software and supply of the new software versions as and when required.

### SCOPE OF IMPLEMENTATION

The scope includes but is not restricted to:

- 1) Stream Lining scientific data management.
  - Implementing a Laboratory Information Management System, using the current CCT Network infrastructure.
  - Interface user/instrument information directly from the Laboratory Information Management System with other applications e.g. Intranet/Internet, Blue and Green Drop. Note: LIMS Application server hosting environment must be hosted within the City's data centre either at CDC ( Cape Town Civic Centre) and EDC (Goodwood TMC). The service provider back-end system shall be required to interface with any other systems internally or externally as per specification.
- 2) Standardization
  - The LIMS system will be accessed by existing user PC's
  - Users should be categorized and profiled through this project
- 3) Interfacing with Network Printing and Thermal Printing

Scientific Services produces various label types as per operation. The proposed LIMS system must be able to produce these labels.

Example of Thermal label generated: Refers to **Appendix E**

- 4) Establishment of the necessary policies and standards and implementation of mechanisms to ensure conformance to these new policies, as well as conformance to existing policies and standards. These include SANS 17025 requirements and the City's IST Policies.
- 5) Comprehensive security architecture for proposed environment
- 6) Replacement, Relocation and servicing of hardware, including peripheral equipment listed above.

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## SUPPORT AND MAINTENANCE: LIMS SOFTWARE

Maintenance and support of the LIMS software is defined as

### Service Provider shall:

- i) Update Alpha, Beta and released modules when it becomes available.
  - ii) Ensure that the LIMS software is always on the latest version.
  - iii) Upgrade the LIMS software future versions of the LIMS application
  - iv) Install LIMS system modules, patches and corrective fixes on the LIMS servers and the application
  - v) LIMS User code to be reviewed on an annual basis
  - vi) Provide Telephonic, E-mail and on site support from **Service Provider**, when required.
  - vii) Helpdesk service to log all service requests.
  - viii) Assistance with LIMS coding when required
- 1) Maintenance and support of the LIMS system shall be carried out on site at City premises. Note the number peripheral equipment may increase or decrease during the tenure of this contract. It should be noted that if any listed peripheral device malfunction during this contract it must be replaced by the latest model.
  - 2) The **Service Provider** shall provide a Helpdesk where the CCT Super Users can log calls.
  - 3) The **Service Provider** shall provide its staff requiring access to the CCT sites with a valid identification. Failure to do so will result in the CCT denying them access to the site.
  - 4) The **Service Provider** shall provide the CCT with monthly written reports containing details of the services provided, by the 10th of the month.

**Hardware:** All backend hosting services will be supplied by the City based on the specification provided by vendors.

### Configuration Requirements

- 1) During the tenure of this contract the CCT may require additional functionality on the Laboratory Information Management System and will require the Service Provider to configure the software to meet the requirement or where needed to customise the software of the Laboratory Information Management System software through the following process:
  - 1) The City will advise the Service Provider of the required functionality.
  - 1) The Service Provider will provide the City with a quote for the cost of the customisation. The cost must be inline with the contract pricing schedule.
  - 2) Once the parties have agreed on the cost and the time frames the City will issue a purchase order to the Service Provider to proceed with the configuration.
  - 3) The Service Provider shall deliver the new software version updates, in a manner and format as prescribed by the City, for testing before implementation;
  - 4) Software installed in QA environment, user testing and acceptance, migration to production.
  - 5) The Service Provider shall guarantee that the software is free of any:
    - a. Defects, errors and viruses.
    - b. Ensure that the software is in compliance of all operating system security updates.
    - c. Ensure that dependant software is in compliance with security and version requirements
  - 6) If software is incomplete the Service Provider shall provide all remediation to ensure that the software is in compliance.

#### User Support: Response times

1) The Service Provider shall attend to software support and maintenance within the response times as tabulated below.

| Description of requirement                                                         | Initial Response                          | On-Site Response                           | Off-Site Response               |
|------------------------------------------------------------------------------------|-------------------------------------------|--------------------------------------------|---------------------------------|
| <b>User Support</b><br>Application or database errors where users require support. |                                           |                                            |                                 |
| Application s/w (New Versions)                                                     | Annual, when available.                   | N/A                                        | N/A                             |
| Application s/w (Errors/Fixes/bugs etc.)                                           | Acknowledge Within 1 hour of logging call | Respond within 7 working days logging call | Rectified within 7 working days |
| Database/File Errors                                                               | Acknowledge Within 1 hour of logging call | Respond within 7 working days logging call | Rectified within 7 working days |
|                                                                                    |                                           |                                            |                                 |

If the City acquires any additional equipment (instruments and peripheral devices) the tenderer must ensure integration to the LIMS system, where required.

#### Contact outside of standard working hours

The Service Provider must be contactable via telephone, cellular phones or e-mail outside the Standard Working Hours and all costs related to this shall be the responsibility of the Service Provider.

#### PERIPHERAL HARDWARE

##### Supply

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

| ITEM | COMPONENT                      | DESCRIPTION                                                                                                                                                                                                                                                                                                               |
|------|--------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1    | BAR CODE SCANNERS              | Scanners used to scan Alpha-numeric, numeric and Alpha barcodes into LIMS and used at all instrument workstations                                                                                                                                                                                                         |
| 2    | LABEL PRINTERS                 | Rugged all-metal case for long-lasting use<br><ul style="list-style-type: none"> <li>• 450m ribbon capacity for increased uptime and fewer ribbon changes</li> <li>• Graphical user interface printer setup and control</li> <li>• Used for barcode-labelling applications that require frequent label changes</li> </ul> |
| 3    | LIQUID CRYSTAL DISPLAY SCREENS | LCD screens are used to display information from LIMS database in a set format                                                                                                                                                                                                                                            |
| 4    | BIOMETRICS Scanners            | This will be used to ensure unique identification of all users when users log into LIMS                                                                                                                                                                                                                                   |

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**Maintenance and support of peripheral devices.**

- a) Maintenance and repairs of all equipment (peripheral equipment purchased through this tender) shall be within the City boundaries, but not limited to such boundaries.
- b) The Service Provider shall provide a helpdesk where the CCT users can log calls.
- c) All peripheral devices will become the property of the CCT.
- f) The Service Provider shall provide the CCT with monthly written reports containing details of the services provided at Scientific Services, by the 10th of the month.

During the tenure of this contract the CCT may require the Service Provider to install, remove and/or swap out hardware from Scientific Services. The cost for this will be for the Service Provider.

**Key personnel Requirement**

- a) A minimum of three suitable qualified and a minimum relevant technical qualification . Attached a CV for each technician to confirm.
- b) Project manager, who will manage the initial implementation of the Laboratory Information Management System, with a minimum of five (5) year's relevant experience in project management. Attach CV.
- c) Contract manager with a minimum of five (5) years' relevant experience in managing contracts of a similar nature. Attach CV
- d) Two (2) Software developers with a minimum of five (5) years relevant experience and relevant certification in the development of technology being used. Attach CV's

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# INFORMATION TECHNOLOGY ARCHITECTURE TENDER STANDARDS

## 1. Introduction

The IT Architecture section serves three purposes:

Section A: of this document provides prospective vendors with technical information regarding the City's current IT environment. This subsection also provides the City's compulsory Architectural standards for the proposed solution.

Section B: allows the vendor to provide the City of Cape Town's IT department with appropriate technical information to determine whether a proposed system or application could be hosted internally by the City.

Section C: allows the vendor to provide the City of Cape Town with further requirements specific to the tender.

## Section A: General Architectural Standards

### 2.1 Current City of Cape Town's Information Technology Environment

Three of the largest technology decisions taken by the City of Cape Town are as follows:

- a) SAP for structural business processes which covers the City's back-office systems.
- b) Microsoft for unstructured business processes which covers the standardisation of the desktops and backend servers on Microsoft technology
- c) Finally, Esri for Spatial which covers the implementation of ArcGIS Enterprise Environment desktop and backend servers.

Given that substantial investments (financial and human) have been made in these three technology "stacks", all new initiatives or developments needs to be in line with these technologies.

The table below contains all CCT landscape that supports our core and unstructured business processes. The versions specified can be regarded as the lowest version listed and could be higher as newer versions are released and implemented.

| Domain                                                                                                          | Software Vendor  | CCT Current Standards                                                                                                                                                           |
|-----------------------------------------------------------------------------------------------------------------|------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Operating System                                                                                                | Microsoft Server | Ms Windows Server 2012 R2 as the minimum standard                                                                                                                               |
|                                                                                                                 | SAP              | IBM AIX 7.2 as the minimum standard                                                                                                                                             |
|                                                                                                                 |                  | SUSE Linux Enterprise Server 11.4                                                                                                                                               |
|                                                                                                                 | ArcGIS           | ArcGIS version 10.2.1, 10.3.1, 10.4.1, 10.6.1                                                                                                                                   |
| Database                                                                                                        | Microsoft        | MS SQL 2014 as the minimum standard                                                                                                                                             |
|                                                                                                                 | SAP              | Oracle 12.1 as the minimum standard                                                                                                                                             |
|                                                                                                                 |                  | SAP HANA 2.0 SP03                                                                                                                                                               |
|                                                                                                                 | ArcGIS           | ArcGIS version 10.2.1, future 10.6.1                                                                                                                                            |
| Hardware<br>Server Virtual<br>Machines (Non -<br>SAP Applications and<br>Databases are hosted<br>in the Virtual | Microsoft        | Microsoft Hyper -V                                                                                                                                                              |
|                                                                                                                 | SAP              | IBM Power Series 8 Virtual Machine                                                                                                                                              |
|                                                                                                                 | ArcGIS           | ArcGIS version 10.2.1, 10.3.1, 10.4.1, 10.6.1                                                                                                                                   |
| Server<br>Management                                                                                            | Microsoft        | System Centre Suite 2016 (Configuration Manager, Operations Manager, Endpoint Protection and Virtual Machine Manager)                                                           |
|                                                                                                                 | SAP              | SAP Solution Manager 7.2                                                                                                                                                        |
|                                                                                                                 | ArcGIS           | Internal facing applications and solution for version 10.x<br><br>EPIC ring fenced systems for version 10.x<br><br>External facing applications and solutions for versions 10.x |

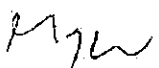
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|                                  |               |                                                                                                                                                                                                                                                                                                                                                 |
|----------------------------------|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Security and Business Continuity | Microsoft     | Data Protection Veritas NetBackup 8.0                                                                                                                                                                                                                                                                                                           |
|                                  | SAP           | See authorisation Section below                                                                                                                                                                                                                                                                                                                 |
|                                  | ArcGIS Server | ArcGIS version 10.2.1, 10.3.1, 10.4.1, 10.6.1                                                                                                                                                                                                                                                                                                   |
| Authorisation & Authentication   | Microsoft     | Microsoft Active Directory Services (Microsoft Server 2012)                                                                                                                                                                                                                                                                                     |
|                                  | SAP           | SAP ABAP NetWeaver Authorisation<br>SAP Business Objects Authentication<br>SAP HANA Enterprise Authentication & Authorisation<br>SAP Cloud Identity Authentication & Authorisation                                                                                                                                                              |
|                                  | ArcGIS Portal | Named User Authentication 10.x                                                                                                                                                                                                                                                                                                                  |
| Portal/Web Hosting               | Microsoft     | Windows 2012 Server Running IIS 7.5.7600 as the minimum standard                                                                                                                                                                                                                                                                                |
|                                  | SAP           | SAP Java NetWeaver Portal<br>SAP ABAP NetWeaver Internet Communication Framework (Rest, ODATA, SOAP)<br>HTTP Server – latest secure version (eg. 2.4.X or 2.5.X etc) in the series that is available as the minimum standard<br>Tomcat - latest secure version (eg. 8.5.X or 9.0.X etc) in the series that is available as the minimum standard |

|                                         |           |                                                                                                                                                                                                                                                                                                                        |
|-----------------------------------------|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                         | ArcGIS    | ArcGIS Portal Version 10.4.1, 10.6.1                                                                                                                                                                                                                                                                                   |
| Program Development                     | Microsoft | .NET 4.5.2 minimum standard                                                                                                                                                                                                                                                                                            |
|                                         | SAP       | SAP ABAP NetWeaver 7.4<br>SAP HANA 2.0 Enterprise Platform<br>SAP Business Objects 4.n                                                                                                                                                                                                                                 |
|                                         | ArcGIS    | JavaScript, ArcObjects & .NET 4.7.1                                                                                                                                                                                                                                                                                    |
|                                         | Microsoft | ASP.NET, MVV Web API, WCF Web Services, WDSL Web Services Description Language and REST                                                                                                                                                                                                                                |
| Middleware/ Integration                 | SAP       | SAP Process Integration 7.4 as the minimum standard<br>GEO.e – Integration of Transport assets with SAP PM and FI                                                                                                                                                                                                      |
|                                         | ArcGIS    | Esri Mediator – Integration of PVC objects with SAP LUM                                                                                                                                                                                                                                                                |
| Front End Services & Endpoint computing | Microsoft | Windows 7 64-bit Enterprise and Windows 10 64 bit Professional and Enterprise as the minimum standard<br>Office Professional Plus 2010 as the minimum standard {Word, Excel, PowerPoint, Outlook, OneNote, InfoPath reader (electronic forms client), Lync (corporate instant-messaging client), SharePoint Workspace} |

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|                                   |                                                                     |                                                                                                                                                                                                           |
|-----------------------------------|---------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                   |                                                                     | Internet Explorer 11 as the minimum standard<br><br>Exchange 2013 (Email)<br><br>Lync 2010 as the minimum standard (Instant Messaging, Video Conferencing)<br><br>SharePoint 2016 as the minimum standard |
|                                   | SAP                                                                 | SAP GUI 7.50 as the minimum standard                                                                                                                                                                      |
|                                   | ArcGIS                                                              | ArcMap 10.6.1 Suite<br><br>ArcGIS Pro 1.2                                                                                                                                                                 |
| Supported File Transfer Protocols | Secure File Transfer Solution (SFTP), FTPS                          |                                                                                                                                                                                                           |
| Anti-virus software               | Trend Micro Smart Protection Complete Suite as the minimum standard |                                                                                                                                                                                                           |
| Records Management                | Public Sector Records Management SAP NetWeaver 7.4                  |                                                                                                                                                                                                           |
| Mobile field devices              | Android 4.4.4 operating system as minimum standards                 |                                                                                                                                                                                                           |
|                                   | SAP Afaria 7 mobile management system as minimum standard           |                                                                                                                                                                                                           |


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| Domain      | Software Vendor  | CCT Current Standards                                                     |
|-------------|------------------|---------------------------------------------------------------------------|
| Open Source | Operating System | Redhat Enterprise Linux (RHEL) 7.5<br>SUSE Linux Enterprise Server 12 SP4 |
|             | Database         | MariaDB 10 (minimum)                                                      |
|             | Web hosting      | Apache 2.4 (minimum)<br>Tomcat 8.5 (minimum)                              |
|             | Virtualisation   | Oracle Virtualbox 5 (minimum)                                             |

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### Network Minimum Standards

- The City's network is spread over a wide geographical area which runs on a MPLS network.
- Desktops typically have a 100Mbps LAN connection, while WAN connections vary between 28.8Kbps to 1Gbps (a typical WAN connection is 64Kbps)
- Servers in the datacentres are linked to a minimum of 1 Gbps of connectivity

### Desktop Hardware Minimum Standards

The City of Cape Town's minimum desktop hardware specification are:

- Processor: Intel® Core™ i5-4590
- Memory: 4GB
- Chip Set: Q87 (Latest Intel AMT 9.0 with full Intel® vPro™ manageability)
- Windows operating system: Windows 7 Enterprise Edition and Windows 10 Professional Edition
- Hard Drive: 320GB HDD
- Graphics: Intel HD 4600
- Memory Slots: 2

### Further Compulsory Standards

The following minimum IT Architectural Standards **MUST** be complied with:

1. IP protocol only on the network
2. The use of Secure Transport Layer Security (TLS) version 1.2 between all application components
3. Encryption of all data in transit which has been classified as confidential, sensitive and personal identifiable information.
4. Separate database and application server architecture.
5. ODBC or OLEDB connections between applications and databases
6. Full relational database design, using stored procedures.
7. All DLLs must be wrapped as COM+ objects (preferably written in .NET).
8. Minimum .Net Framework to be used version 4.7.1 in order to fully support TLS version 1.2
9. Scheduled events via DTS on SQL Server.
10. Application security (i.e. user accounts) at the application or database level (not at the OS level)
11. Applications and Databases hosted on Virtual Machine (VM) Servers created using MS Hyper-V (only)

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12. Solution must function within a Microsoft Managed Environment
13. PC thick clients must not function requiring administrative rights
14. PC Thick clients must be packable and deployable across a network using System Centre Configuration Manager (SCCM) to locked down managed pc's
15. Solution interfaces with SAP must be SAP architectural compliant (preferably certified)
16. All confidential data must be encrypted and comply with POPIA/GDPR standards where required.
17. No direct connections to the internet will be permitted - in the case where a web application needs access to the internet it will only be permitted via an HTTP proxy
18. Outbound internet connections allowed via **proxy only** on HTTPS on port 443
19. Webserver Software (Tomcat/Apache etc) must have all vendor provided security patches to known CVEs applied.
20. All open source components/dependencies used by applications must comply will all/if any licensing requirements.

#### **Further Preferred Standards**

**The following IT ARCHITECTURAL standards are preferred:**

1. Application Solutions hosted on Microsoft Platforms
2. Web applications rather than thick client/server applications
3. If thick client applications are used, these needs to be packaged in the Microsoft Installer format (MSI)
4. Application architecture to be modular, and N-tiered
5. Version control to be used for all application layers, and release management to include detailed release notes
6. The ability to co-exist with other 3rd party applications on the same hardware.
7. Application solutions not hosted on Microsoft platforms but on platforms such as Linux will be reviewed and considered based on the proposal put forward and as it complies with the requirements above
8. Hardware, Application, Data, Web services and any form of license verification and authentication must be hosted and conducted On Premises

#### **Further Non-Supported Standards**

**The following IT ARCHITECTURAL standards are EXPLICITLY NOT SUPPORTED:**

1. Active X Controls – the managed desktop environment does not permit these.

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2. Mapped Network Drives or UNC paths between workstations and application servers
3. Mapped Network Drives between application/web/database servers
4. Mapped Network Drives or UNC paths between workstations
5. IP addressing - use DNS addressing instead
6. Application and database on the same server
7. Microsoft Access developed applications local or on a server
8. Applications written in such a manner whereby usernames and password are embedded in the application code
9. Thin client solutions such RDS and Terminal Server.
10. Cloud based solutions.

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## SECTION B. Architectural and Technical Questions

TENDER NO:110G-2021-22

### SECTION B. Architectural and Technical Questions

The intention of the questions listed below is to enable the City's Information Systems & Technology department to gauge the architectural alignment of proposed systems.

#### Technical Architecture and Platforms

- a) Provide a system diagram (show servers, workstations and network topology)
- b) Provide an application Architecture diagram (show application modules and databases) (the above two diagrams may be combined if appropriate)
- c) Briefly describe your architecture (where applicable) in terms of the points below:

|                                          |                                                                                                                    |
|------------------------------------------|--------------------------------------------------------------------------------------------------------------------|
| 1. 2 tier Client/Server (via ODBC/OLEDB) | * Refer to Supporting Schedule Document - Response to Section B. Architectural and Technical Questions for details |
| 3 Tier Client/Server (via ODBC/OLEDB)    | * Refer to Supporting Schedule Document - Response to Section B. Architectural and Technical Questions for details |
| A combination of the above if applicable | * Refer to Supporting Schedule Document - Response to Section B. Architectural and Technical Questions for details |

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b) Describe the client type (Please note: The city runs Windows 7/8/10 64-bit version on their workstations)

|                                          |                                                                                                                    |
|------------------------------------------|--------------------------------------------------------------------------------------------------------------------|
| I. Web (Preferred)                       | * Refer to Supporting Schedule Document - Response to Section B. Architectural and Technical Questions for details |
| II. Thick (e.g. 64 bit executable/other) | * Refer to Supporting Schedule Document - Response to Section B. Architectural and Technical Questions for details |
| III. A combination of the above if       | * Refer to Supporting Schedule Document - Response to Section B. Architectural and Technical Questions for details |

c) If thick client, is any framework required and which minimum version (e.g. .NET 4.0)?

\* Refer to Supporting Schedule Document - Response to Section B. Architectural and Technical Questions for details

d) Specify any middleware used or required.

\* Refer to Supporting Schedule Document - Response to Section B. Architectural and Technical Questions for details

e) Specify any Document Management functionality provided or required.

\* Refer to Supporting Schedule Document - Response to Section B. Architectural and Technical Questions for details

#### Integration and Interfaces

For each sub-heading, where applicable, briefly describe/comment on how your system will integrate/interface

a) Provide data flow diagram (show the flow of data through the system)

\* Refer to Supporting Schedule Document - Response to Section B. Architectural and Technical Questions for details

b) Provide data fields

\* Refer to Supporting Schedule Document - Response to Section B. Architectural and Technical Questions for details

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## c) SAP

|                                                                          |                                                                                                                          |
|--------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|
| I. Type of interface used?<br>(batch/middleware/API)                     | * Refer to Supporting Schedule Document -<br>Response to Section B. Architectural<br>and Technical Questions for details |
| II. Which open standards do you comply<br>with? (xml, flat file)         | * Refer to Supporting Schedule Document -<br>Response to Section B. Architectural<br>and Technical Questions for details |
| III. Please furnish your SAP certificate of<br>approval if you have one. | * Refer to Supporting Schedule Document -<br>Response to Section B. Architectural<br>and Technical Questions for details |

## d) Microsoft Exchange

|                        |                                                                                                                          |
|------------------------|--------------------------------------------------------------------------------------------------------------------------|
| I. Email Notifications | * Refer to Supporting Schedule Document -<br>Response to Section B. Architectural<br>and Technical Questions for details |
| II. Other              | * Refer to Supporting Schedule Document -<br>Response to Section B. Architectural<br>and Technical Questions for details |

## e) Web hosting

|                   |                                                                                                                          |
|-------------------|--------------------------------------------------------------------------------------------------------------------------|
| I. Web Services   | * Refer to Supporting Schedule Document -<br>Response to Section B. Architectural<br>and Technical Questions for details |
| II. Page Wrapping | * Refer to Supporting Schedule Document -<br>Response to Section B. Architectural<br>and Technical Questions for details |
| III. API          | * Refer to Supporting Schedule Document -<br>Response to Section B. Architectural<br>and Technical Questions for details |

## f) ESRI GIS

|                                                                                                      |                                                                                                                          |
|------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|
| I. Which ESRI modules you will be using?                                                             | * Refer to Supporting Schedule Document -<br>Response to Section B. Architectural<br>and Technical Questions for details |
| II. Which ESRI interfaces you will be using?                                                         | * Refer to Supporting Schedule Document -<br>Response to Section B. Architectural<br>and Technical Questions for details |
| III. If you are not using ESRI modules, please<br>describe the alternative GIS you are<br>proposing? | * Refer to Supporting Schedule Document -<br>Response to Section B. Architectural<br>and Technical Questions for details |

## g) Other corporate IT systems (DMS, RMS, GIS, RightFAX, Cash Receipting etc.)

|                                                                                                                       |
|-----------------------------------------------------------------------------------------------------------------------|
| * Refer to Supporting Schedule Document - Response to Section B. Architectural<br>and Technical Questions for details |
|-----------------------------------------------------------------------------------------------------------------------|

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**Bandwidth Implications**

- a) Bandwidth Implications for application end-users (i.e. what would the performance for users at a remote site with a 64kbps network connection be like?)

\* Refer to Supporting Schedule Document - Response to Section B, Architectural and Technical Questions for details

- b) Is any data synchronisation required between a locally hosted and remotely hosted database (or file repository) as part of normal operations?

\* Refer to Supporting Schedule Document - Response to Section B, Architectural and Technical Questions for details

- c) Briefly describe the expected LAN/WAN/Internet impact of this system.

\* Refer to Supporting Schedule Document - Response to Section B, Architectural and Technical Questions for details

- d) Bandwidth implications for devices hosted on the network for end-users (i.e. biometric time and attendance clocking devices at a remote site with a 64kbps network connection)

\* Refer to Supporting Schedule Document - Response to Section B, Architectural and Technical Questions for details

**Security**

- a) Are any specific TCP/IP ports required to be opened - specify?

\* Refer to Supporting Schedule Document - Response to Section B, Architectural and Technical Questions for details

- b) Are there any special routing requirements?

\* Refer to Supporting Schedule Document - Response to Section B, Architectural and Technical Questions for details

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**c) What network protocols are used?**

\* Refer to Supporting Schedule Document - Response to Section B. Architectural and Technical Questions for details

**d) Is there any encryption of data used? Explain**

\* Refer to Supporting Schedule Document - Response to Section B. Architectural and Technical Questions for details

**e) Briefly describe the type of user authentication used, i.e. OS level, network directory level, database level or application level.**

\* Refer to Supporting Schedule Document - Response to Section B. Architectural and Technical Questions for details

**f) Briefly describe the user roles and profiles.**

\* Refer to Supporting Schedule Document - Response to Section B. Architectural and Technical Questions for details

**Deployment / Technical Support**

**a) Briefly outline the level of involvement required from the City of Cape Town's IS&T dept, differentiating between the implementation and operational phases.**

\* Refer to Supporting Schedule Document - Response to Section B. Architectural and Technical Questions for details

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b) Briefly describe the expected roles and responsibilities required for the above.

\* Refer to Supporting Schedule Document - Response to Section B. Architectural and Technical Questions for details

c) Briefly describe your plan for facilitating any skills transfer between your technical personnel and the CoCT IS&T dept. personnel (mention things like training courses, one-on-ones, tutorials etc.) for the above.

\* Refer to Supporting Schedule Document - Response to Section B. Architectural and Technical Questions for details

d) Do you intend to monitor the system remotely as part of the support? If so, describe how

\* Refer to Supporting Schedule Document - Response to Section B. Architectural and Technical Questions for details

#### Licencing and Support agreements

a) Describe the software licencing model

\* Refer to Supporting Schedule Document - Response to Section B. Architectural and Technical Questions for details

b) Describe the envisaged hardware and software maintenance and support arrangements.

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\* Refer to Supporting Schedule Document - Response to Section B, Architectural and Technical Questions for details

**Backups & Disaster Recovery (IT Continuity planning)**

**a) Briefly outline your plan for backups**

\* Refer to Supporting Schedule Document - Response to Section B, Architectural and Technical Questions for details

**b) Briefly outline your plan for Disaster Recovery (IT continuity Planning)**

\* Refer to Supporting Schedule Document - Response to Section B, Architectural and Technical Questions for details

**Section C Further requirements specific to this tender**

The purpose of this section is to specify further IT requirements specific to the nature of this tender. This section is to be completed by the IS&T staff supporting this tender as well as the business tender owner.

K.M

M 9W T.N.

## APPENDIX A

### SLL files used in our existing LIMS Labware system

- startup-1.sll 216928
- v601a.sll 1480911
- v601b.sll 893995
- v601c.sll 913466
- v601d.sll 865605
- v601e.sll 1039757
- v601f.sll 987342
- l3736tm.sll 14579
- l4959bw.sll 13496
- l6791cc.sll 21622
- l7373bh.sll 21159
- l8158ck.sll 20356
- l8316rc\_dev005.sll 41949
- l8497ck.sll 18912
- l8701pp.sll 13415
- l8964nr.sll 15484
- la417nr.sll 14041
- le265jp\_dev\_002.sll 14119
- license.sll 19108
- m0429-v02\_(arbase).sll 354637
- m0409-v02\_(dotnet).sll 1004075
- m0094-v01\_(qualityanalystinterface).sll 3943702
- m0052-v03\_(database migration tool).sll 739294
- m0042-v02\_dev\_063\_(labstation).sll 4356593
- m0239-v01\_dev\_081\_(formulationmanager).sll 748515
- m0337-v01\_dev\_043\_(inventorymanager2).sll 496192
- m0027-v01\_dev\_055\_(processscheduler).sll 569285
- m0124-v01\_dev\_125\_(chargemanager).sll 697309
- m0196-v01\_dev\_006\_(referential integrity checks).sll 46960
- m0253-v01\_dev\_024\_(rtftemplates).sll 243968
- m0266-v01\_(platemangement).sll 2858641
- m0279-v01\_dev\_013\_(differentialcounter).sll 135567
- m0307-v01\_dev\_018\_(mswordapi).sll 3500541
- m0350-v01\_dev\_055\_(orderrequestprocessing).sll
- m0358-v02\_dev\_001\_(crystal11runtimefiles).sll 15958
- m0382-v01\_dev\_019\_(debugger).sll 192276

- m0524-v01\_(pdfenhancementsforv5).sl 328383
- p0485-v01\_dev\_002\_(verifyreportedvalueforle944cj).sl 76178
- v6m0124-v01\_dev\_002\_(chargemanager).sl 31614
- v6m0239-v01\_dev\_012\_(formulationmanager).sl 55304
- v6m0337-v01\_dev\_020\_(inventorymanager2).sl 97303
- v6m0350-v01\_dev\_011\_(orderrequestprocessing).sl 92839

LIMS Enhancement Files ... 2020/09/04 11:11:12 AM

```

c:\lw-lims-v6\server\startup.1.sll 216928 2017/10/27 10:00:34 AM
c:\lw-lims-v6\server\lv601a.sll 1480811 2009/05/19 02:50:38 PM
c:\lw-lims-v6\server\lv601b.sll 841995 2009/08/27 07:13:20 PM
c:\lw-lims-v6\server\lv601c.sll 913485 2010/03/17 05:51:26 PM
c:\lw-lims-v6\server\lv601d.sll 855605 2010/09/14 11:09:53 AM
c:\lw-lims-v6\server\lv601e.sll 1038757 2011/09/16 11:18:12 AM
c:\lw-lims-v6\server\lv601f.sll 937343 2012/04/24 01:53:32 PM
c:\lw-lims-v6\server\lv601g.sll 14579 2013/01/11 03:43:03 PM
c:\lw-lims-v6\server\lv601h.sll 13496 2012/12/28 10:42:18 AM
c:\lw-lims-v6\server\lv601i.sll 21623 2012/12/27 11:00:50 AM
c:\lw-lims-v6\server\lv601j.sll 21159 2013/01/11 02:47:05 PM
c:\lw-lims-v6\server\lv601k.sll 20356 2012/12/27 09:47:03 AM
c:\lw-lims-v6\server\lv601l.sll 41943 2013/01/03 11:50:26 AM
c:\lw-lims-v6\server\lv601m.sll 18912 2012/12/28 09:57:26 AM
c:\lw-lims-v6\server\lv601n.sll 13415 2012/12/28 09:24:42 AM
c:\lw-lims-v6\server\lv601o.sll 15484 2013/02/05 01:27:35 PM
c:\lw-lims-v6\server\lv601p.sll 14241 2013/05/17 01:52:48 PM
c:\lw-lims-v6\server\lv601q.sll 14119 2017/12/20 11:59:53 AM
c:\lw-lims-v6\server\lv601r.sll 19109 2012/12/03 03:46:00 PM
c:\lw-lims-v6\server\lv601s.sll 35437 2017/10/27 10:01:01 AM
c:\lw-lims-v6\server\lv601t.sll 1004075 2017/10/27 10:08:22 AM
c:\lw-lims-v6\server\lv601u.sll 3941702 2003/10/30 03:23:58 PM
c:\lw-lims-v6\server\lv601v.sll 739294 2014/07/08 10:51:54 AM
c:\lw-lims-v6\server\lv601w.sll 4356593 2017/10/27 09:26:53 AM
c:\lw-lims-v6\server\lv601x.sll 749515 2012/10/13 02:04:30 PM
c:\lw-lims-v6\server\lv601y.sll 496192 2011/09/14 03:21:50 PM
c:\lw-lims-v6\server\lv601z.sll 105263 2002/04/27 07:45:20 AM
c:\lw-lims-v6\server\lv602.sll 569285 2012/08/23 01:51:04 PM
c:\lw-lims-v6\server\lv603.sll 697309 2012/11/08 03:26:56 PM
c:\lw-lims-v6\server\lv604.sll 46960 2005/05/04 09:53:08 AM
c:\lw-lims-v6\server\lv605.sll 243968 2009/02/12 10:25:12 AM
c:\lw-lims-v6\server\lv606.sll 2859641 2011/06/01 03:50:56 PM
c:\lw-lims-v6\server\lv607.sll 135567 2007/05/31 01:50:16 PM
c:\lw-lims-v6\server\lv608.sll 3500541 2008/09/22 11:06:28 AM
c:\lw-lims-v6\server\lv609.sll 655901 2011/10/10 02:10:32 PM
c:\lw-lims-v6\server\lv60a.sll 15952 2011/12/06 08:53:58 AM
c:\lw-lims-v6\server\lv60b.sll 192270 2014/05/14 02:55:41 PM
c:\lw-lims-v6\server\lv60c.sll 329183 2017/10/27 10:01:17 AM
c:\lw-lims-v6\server\lv60d.sll 76175 2017/12/15 11:15:26 AM
c:\lw-lims-v6\server\lv60e.sll 31614 2011/06/27 05:00:46 PM
c:\lw-lims-v6\server\lv60f.sll 55304 2011/11/23 09:57:49 AM
c:\lw-lims-v6\server\lv60g.sll 97303 2012/01/17 08:12:51 AM
c:\lw-lims-v6\server\lv60h.sll 92839 2011/10/10 02:26:32 PM

```

## APPENDIX B

### Existing Instruments Interfaced to LIMS

- 7 Tiamo Workstations
- 2 FIA Workstations:
- 1 ICP MS
- 1 ICP OES
- 1 UV Spectrophotometer
- 2 Discreet
- Handheld Field Loggers

## APPENDIX C:

### Instruments to be interfaced to LIMS

- Balances
- 1 COD Hach DR3900
- 1 TOC
- 2 DMA (Direct mercury analyzer)
- 1 GCMS
- 1 GC/MSMS

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M7W  
T.N.

2 Discreet  
1 FIA  
1 UV Spectrophotometer

1 BIOTEK ELX800  
1 Epoch micro plate spectrophotometer  
1 Cary spectrophotometer  
1 Microscope  
1 Luminometer  
1 Jenway spectrophotometer  
1 Handheld Field Loggers

#### **APPENDIX D**

Word (.doc) generated report. See attached doc file Report Doc.doc

Excel (.csv) generated report. See attached csv files Report\_Excel\_1 and Report\_Excel\_2

Adobe (.pdf) generated report. See attached pdf file Report PDF.pdf

Report Doc

Report\_Excel\_1

mgw  
T.N.



CITY OF CAPE TOWN  
ISIXEKO SASEKAPA  
STAD KAAPSTAD

Directorate: Water & Waste  
Department: Water & Sanitation  
Technical Services Cluster  
Scientific Services

Water Works Division  
Manning  
TSA  
Tel No: 021 464 8144

Report Ref: 2020/1257  
Report Date: 2020/12/23  
Report Title: WWTW Weekly Report  
Report Period: 01-Dec-20 to 23-Dec-20

% Compliance Report for Drinking Waters according to SANS 241:2016 Requirement  
2020/07/01 to 2021/06/30

|                              | Chemical              |     | Chemical                  |      | Bacteriological coli<br>18 ctu/100 mL |                       |        |     |
|------------------------------|-----------------------|-----|---------------------------|------|---------------------------------------|-----------------------|--------|-----|
|                              | Current Month<br>June |     | 12 Monthly<br>Rolling Ave |      | 12 Monthly<br>Rolling Ave             | Current Month<br>June |        |     |
| RESERVOIRS                   |                       |     |                           |      |                                       |                       |        |     |
| Eastern Health Sub-District  |                       |     |                           |      |                                       |                       |        |     |
| HEW01                        | 100.00                | (3) | 97.44                     | (35) | 100.00                                | (50)                  | 100.00 | (1) |
| CHW02                        | 100.00                | (4) | 100.00                    | (27) | 100.00                                | (24)                  | 100.00 | (2) |
| Northern Health Sub-District |                       |     |                           |      |                                       |                       |        |     |
| OWW03                        | 100.00                | (4) | 100.00                    | (52) | 100.00                                | (59)                  | 100.00 | (7) |
| 1PW11                        | 100.00                | (5) | 94.88                     | (51) | 100.00                                | (42)                  | 100.00 | (3) |
| 1PW12                        | 100.00                | (3) | 58.72                     | (51) | 58.33                                 | (50)                  | 100.00 | (3) |
| 1PW18                        | 100.00                | (4) | 100.00                    | (54) | 100.00                                | (52)                  | 100.00 | (3) |
| Southern Health Sub-District |                       |     |                           |      |                                       |                       |        |     |
| NEW04                        | 89.29                 | (4) | 97.00                     | (52) | 100.00                                | (51)                  | 100.00 | (2) |
| NEW05                        | 100.00                | (3) | 59.60                     | (51) | 100.00                                | (49)                  | 100.00 | (2) |
| NEW06                        | 56.90                 | (4) | 50.67                     | (49) | 100.00                                | (47)                  | 100.00 | (2) |
| 1PW11                        | 100.00                | (4) | 29.40                     | (51) | 100.00                                | (48)                  | 100.00 | (2) |
| 1PW12                        | 100.00                | (3) | 100.00                    | (52) | 100.00                                | (51)                  | 100.00 | (2) |
| 1PW18                        | 100.00                | (5) | 100.00                    | (52) | 100.00                                | (49)                  | 100.00 | (2) |
| 1PW19                        | 100.00                | (3) | 100.00                    | (27) | 100.00                                | (34)                  | 100.00 | (2) |
| Port of Alfred Sub-District  |                       |     |                           |      |                                       |                       |        |     |
| 1PW19                        | 100.00                | (3) | 99.75                     | (51) | 100.00                                | (50)                  | 100.00 | (1) |

**CAPE FLATS WASTEWATER TREATMENT WORKS**  
Report Ref: SEW/WWTW SEW WEEKLY/2020/1257

| PARAMETER                                           | UNITS      | LIMIT | 02-Dec-20 | 09-Dec-20 | 15-Dec-20 | 23-Dec-20 |
|-----------------------------------------------------|------------|-------|-----------|-----------|-----------|-----------|
| Raw Flow Ml/d                                       | -          | -     | 111.7     | 111.7     | 107.6     | 103.0     |
| <b>Cape Flats Raw Influent</b>                      |            |       |           |           |           |           |
| Total Suspended Solids                              | mg/l       | -     | 528       | 528       | 715       | 730       |
| Volatile Suspended Solids                           | mg/l       | -     | -         | -         | -         | -         |
| Settleable Solids                                   | ml/l       | -     | 28        | 20        | 32        | 34        |
| COD                                                 | mg/l       | -     | 948       | 909       | 1311      | 1670      |
| TKN                                                 | mg N/l     | -     | -         | -         | -         | -         |
| Ammonia                                             | mg N/l     | -     | 68.3      | 42.3      | 50.5      | 53        |
| Total Phosphorus                                    | mg P/l     | -     | -         | -         | -         | -         |
| Ortho-Phosphate                                     | mg P/l     | -     | 7         | 5.7       | 6.4       | 6.9       |
| pH                                                  | -          | -     | 7.6       | 7.4       | 7.3       | 7.3       |
| Conductivity                                        | mS/m       | -     | 129       | 113       | 122       | 121       |
| Chloride                                            | mg/l       | -     | 151       | 131       | 157       | 152       |
| Alkalinity                                          | mg CaCO3/l | -     | 399       | 376       | 360       | 354       |
| <b>Cape Flats Primary Settling Tank Effluent AD</b> |            |       |           |           |           |           |
| Total Suspended Solids                              | mg/l       | -     | -         | -         | -         | -         |
| COD                                                 | mg/l       | -     | -         | -         | -         | -         |
| TKN                                                 | mg N/l     | -     | -         | -         | -         | -         |
| Ammonia                                             | mg N/l     | -     | -         | -         | -         | -         |

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## Report\_Excel\_2

### MILLER'S POINT WASTEWATER TREATMENT WORKS

Report Ref :SEW/WWTW SEW WEEKLY/2020/1234

| PARAMETER                             | UNITS      | LIMIT | 26-Nov-20 | 03-Dec-20 | 10-Dec-20 | 17-Dec-20 |
|---------------------------------------|------------|-------|-----------|-----------|-----------|-----------|
| Raw Flow Mld                          | -          | -     | 0.0039    | 0.0031    | 0.0041    | -         |
| Miller's Point Raw Influent           |            |       |           |           |           |           |
| Total Suspended Solids                | mg/l       | -     | 195       | 108       | 134       | 208       |
| Volatle Suspended Solids              | mg/l       | -     | -         | -         | -         | -         |
| Soluble Solids                        | mg/l       | -     | 6         | 4         | 6         | 9         |
| COD                                   | mg/l       | -     | 257       | 166       | 227       | 377       |
| TKN                                   | mg N/l     | -     | -         | -         | -         | -         |
| Ammonia                               | mg N/l     | -     | 2.5       | 3.6       | 6.1       | 6.4       |
| Organic Nitrogen                      | mg N/l     | -     | -         | -         | -         | -         |
| Total Phosphorus                      | mg P/l     | -     | -         | -         | -         | -         |
| Ortho-Phosphate                       | mg P/l     | -     | 3.6       | 4         | 4.6       | 4.9       |
| pH                                    | -          | -     | 7.1       | 7.3       | 7.4       | 7.7       |
| Conductivity                          | mS/m       | -     | 64        | 65        | 97        | 95        |
| Chloride                              | mg/l       | -     | 119       | 125       | 130       | 127       |
| Alkalinity                            | mg CaCO3/l | -     | 37        | 74        | 96        | 98        |
| Miller's Point PE before chlorination |            |       |           |           |           |           |
| Total Suspended Solids                | mg/l       | -     | -         | -         | -         | -         |

## Report PDF.pdf



CITY OF CAPE TOWN  
ISIXEKO SASEKAPA  
STAD KAAPSTAD

Directorate: Water & Waste  
Department: Water & Sanitation  
Technical Services Cluster  
Scientific Services  
Report Group: Sewerage  
Report  
File  
File No: 427, 444 9144



Responsible: Dr. Chantel Potgieter  
Branch: Scientific Services  
1016 001 201 500 000, 501 500 000  
1012 000 000 000 000 000 000  
Report Ref: SEW/WWTW SEW WEEKLY/2020/1234  
Report Date: 2021-06-23

TO: Manager, Infrastructure City of Cape Town, Municipal Offices, 1000 N. 1st Street & Oxford Street, Durbanville

### TEST REPORT

Background: Monitoring of Potable Water Distribution System - Western Health Sub District  
Work Started: 2021/06/11

| Sample Site | LMS Number | Date Sampled | Collection Method |             | Test Method | Test Result |
|-------------|------------|--------------|-------------------|-------------|-------------|-------------|
|             |            |              | Test Container    | Test Volume |             |             |
| 1016        | 1016       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1017        | 1017       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1018        | 1018       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1019        | 1019       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1020        | 1020       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1021        | 1021       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1022        | 1022       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1023        | 1023       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1024        | 1024       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1025        | 1025       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1026        | 1026       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1027        | 1027       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1028        | 1028       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1029        | 1029       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1030        | 1030       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1031        | 1031       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1032        | 1032       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1033        | 1033       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1034        | 1034       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1035        | 1035       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1036        | 1036       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1037        | 1037       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1038        | 1038       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1039        | 1039       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1040        | 1040       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1041        | 1041       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1042        | 1042       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1043        | 1043       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1044        | 1044       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1045        | 1045       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1046        | 1046       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1047        | 1047       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1048        | 1048       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1049        | 1049       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1050        | 1050       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1051        | 1051       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1052        | 1052       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1053        | 1053       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1054        | 1054       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1055        | 1055       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1056        | 1056       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1057        | 1057       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1058        | 1058       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1059        | 1059       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1060        | 1060       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1061        | 1061       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1062        | 1062       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1063        | 1063       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1064        | 1064       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1065        | 1065       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1066        | 1066       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1067        | 1067       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1068        | 1068       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1069        | 1069       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1070        | 1070       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1071        | 1071       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1072        | 1072       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1073        | 1073       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1074        | 1074       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1075        | 1075       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1076        | 1076       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1077        | 1077       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1078        | 1078       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1079        | 1079       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1080        | 1080       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1081        | 1081       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1082        | 1082       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1083        | 1083       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1084        | 1084       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1085        | 1085       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1086        | 1086       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1087        | 1087       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1088        | 1088       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1089        | 1089       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1090        | 1090       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1091        | 1091       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1092        | 1092       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1093        | 1093       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1094        | 1094       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1095        | 1095       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1096        | 1096       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1097        | 1097       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1098        | 1098       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1099        | 1099       | 2021-06-12   | 10                | 10          | 10          | 10          |
| 1100        | 1100       | 2021-06-12   | 10                | 10          | 10          | 10          |

## APPENDIX E

### Chemical Label



Utility Services  
Scientific Services Branch

Date Received: .....

Date Opened: .....

Date Expire: .....

Technician: .....

M 7 W km  
T.N.



**Chemical Preparation Label for external clients**

Utility Services  
Scientific Services

Date Prepared: 2020/08/17

Date Expire: 2021/08/17

**Sample Bottle Label:**



Water and Sanitation Dept  
Scientific Services Branch



Code: \*AT36-A\*

Sample Point: **ATH\_RAW**

Athlone Raw

**Sample identification via LIMS Sample Number**



Water and Sanitation Dept  
Scientific Services      **DISTRIB**

Sampled Date: 17/08/2021 12:00:00AM

Sample Point: Bellville South Clinic, Kasselevlei Road.  
(Distribution Potable Water)

Sampling Code.: **TBW02**

Sample No.: 1277860



**Instrument Calibration Label**



Utility Services  
Scientific Services Branch

Barcode : .....

Date Calibrated : .....

Next Calibration Date: .....

Technician: .....



Utility Services  
Scientific Services Branch

Serial No. : .....

Date Calibrated : .....

Next Calibration Date: .....

Technician: .....

mmw km  
T.N.

**Microbiological Lab label**



Utility Services  
Scientific Services

Date Prepared: .....  
Batch No.: .....  
Prepared By: .....  
Expiry Date: .....  
Media Name: .....

**Micro Petri Dish Label**

SAMPLING POINT:  
NAME  
DIL. FACTOR:

**Sample Receiving Area Label**

Sampled Date: 28/10/2014 12:00:00AM

Code: KLIPW01-M

Sample No.: 833853



**EMPLOYMENT OF SECURITY PERSONNEL**

Not Applicable.

**FORMS FOR CONTRACT ADMINISTRATION**

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

- a) Monthly Project Labour Report ( Not Applicable ).
- b) B-BBEE Sub-Contract Expenditure Report ( Not Applicable ).
- c) Joint Venture Expenditure Report ( Not Applicable ).

km  
T.N.

## PART 6: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

TENDER NO:110G-2021-22

### (11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

AGREEMENT MADE AND ENTERED INTO BETWEEN THE CITY OF CAPE TOWN (HEREINAFTER CALLED THE "CCT") AND

LabWare Africa (Pty) Ltd

(Supplier/Mandatar/Company/CC Name)

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

Karabo Maloka

, representing

LabWare Africa (Pty) Ltd

, 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.

COLD ACT Registration Number:                     

OR Compensation Insurer:                     

Policy No.:                     

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

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

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

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

Signed at Bryanston on the 23 day of November 2021.

                      
Witness

                      
Mandatar

Signed at                      on the                      day of                      20                     

                      
Witness

                      
for and on behalf of  
City of Cape Town

*MHW km*  
*T. M.*

## PART 7: SUPPORTING SCHEDULES

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

#### 8. PRICING INSTRUCTIONS:

- a) The Contract Price Adjustment mechanism, contained in this schedule is compulsory and binding on all tenderers.
- b) Failure to complete this schedule or any part thereof may result in the tender offer being declared non-responsive.
- c) 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.
- d) 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.
- e) 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.
- f) 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.
- g) 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.

#### 8.1 CONTRACT PRICE ADJUSTMENT MECHANISM:

- 8.1.1 Tenderers must choose the Contract Price Adjustment mechanism as listed in the table below 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  | CPA based on CPI Indexes.     | <input checked="" type="checkbox"/> |
| 2  | CPA based on Rate of Exchange | <input type="checkbox"/>            |

#### 8.1.1 PRICE ADJUSTMENT MECHANISM: CONSUMER PRICE INDEX (CPI)

- 8.1.1.1 Contract Price Adjustment will be applicable from the commencement of the 13<sup>th</sup> 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 13<sup>th</sup> month-end of the 24<sup>th</sup> 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 13<sup>th</sup> 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.

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k.m  
T.N.