

Market Research Questionnaire Tender 031S/2025/2026

(Feedback for Prospective Bidders)

QUESTIONS	RESPONSES FROM PROSPECTIVE BIDDERS	CCT FEEDBACK
Q2: The tender was advertised for a period starting from 15 August 2025 to 14 October 2025. Please indicate whether the bidding period was sufficient to respond to the requirements of the tender?	No, The tender specifies various types of equipment which must be sourced from different factories or supply units. Coordination with all the supply units unfortunately is time consuming. There are also various governance processes within the organization when preparing a response to this type of inquiry. We suggest a period of three months would be more appropriate to ensure a technically and commercially compliant bid submission.	Feedback is noted and CCT will consider the proposed amendments
	No, There are various interfacing suppliers including the OEM'S that require time to prepare their offers. This requires downstream contractors to prepare their bids, source materials etc. The lead times to prepare enquiry scopes and materials to these organisations does not enable them to comply to the City of Cape town tender deadlines. Certain material suppliers (other than the above) lead times do not facilitate the ability to submit tenders to direct suppliers within the timeframes. This then results in the direct suppliers not being able to meet the tender deadlines. First line suppliers and contractors in addition need time to source evaluate and compare offers to enable them to provide competitive pricing to include in their bids. From a timing perspective dealing with the OEM's, the City of Cape Town to look at a 3 months versus 2 months period. It would help to eliminate further extensions.	
Q3: Were there any market conditions or factors (external or internal) that influenced your bid submission? (e.g., economic climate, market demand, regulatory environment, etc.?)	Yes, we are unable to give fixed pricing valid for three years due to market volatility, we do not have control over sub-supplier's components.	Feedback is noted and CCT will consider the proposed amendments
	Yes, Market Demand In this category the understanding and focus was on OEM costings. While the key indicators should be based on contractor rates. External rates should be based on Cost +10% Combining both would mean not having accurate or no costings in some fields leading to disqualifications in some areas.	
Q4: Is the requirement for submitting a hard copy of a tender bid a restrictive factor for your organisation to submitting a bid to the CCT?	No, While the submission of a hard copy is not necessarily a restrictive factor to submit a bid to CCT, the completion of the hard copy document demands a lot of manual work that can possibly affect the quality of the bid submission for any supplier. The requirement to purchase physical bid documents and deposit them in a box at submission often results in additional travel from Johannesburg, with an associated environmental cost. We feel CCT should consider on-line bid submissions to ease the process of bid response and submission. Other utilities such as TANESCO and Eskom have moved to online bid submission platforms with great success.	Feedback is noted and CCT will consider the proposed amendments

Q5: Were the functionality requirements of this tender required as part of your submission reasonable and clearly understood? Please note: The generic functionality requirements for sections A-G is provided below because the functionality requirements for all sections were identical. The functionality requirements for each section can, however, be found in Annexure A attached to this questionnaire.	No, while the requirement for CVs of qualified staff is clear, what is not clear is the ability to substitute these resources for other resources. When a bidder has a global footprint, there are several resources in different countries that may be called upon to perform work, dependent on availability and the work requirements. It is very likely that resources would need to be substituted for those whose CVs are submitted with the tender document over the life of the contract and it is not practical to submit CVs for all these service technicians up front.	Feedback is noted and CCT will consider the proposed amendments
Q6: Specifications and scope of work (pg. 84-143 of Tender document) was the specifications and the scope of work well understood in terms of the expected deliverables?	Yes, Some of the referenced OEM equipment types are obsolete and spares can no longer be supplied. The list included 3rd party / competitor products: When Bidder's Field Service Engineers are certified to only work on their equipment and not certified / authorised to perform any work on 3rd party equipment. Since no single OEM or EPC is certified / authorised to work on all specified equipment, an alternative workable approach is for CCT to motivate direct procurement of the relevant equipment and services from the respective OEMs who possess the necessary certification and expertise to service the equipment.	Feedback is noted and CCT will consider the proposed amendment
Q7: Price schedules and instructions: The tender document included the price schedules and pricing instructions attached as Annexure B to this questionnaire. Was the pricing schedules and instructions clear in terms of the requirements for the applicable sections?	Yes, Bidder requires the flexibility to draw resources from a wider region (local and international) depending on work schedule, unless CCT is willing to wait for the required length of time for a local Field Service Engineer/Supervisor to be available. We recommend you include the local (Johannesburg), international, local mobilisation and international mobilisation rates.	Feedback is noted and CCT will consider the proposed amendments
	No, This was an area of concern as it was understood that the scope of work needed to be carried out under OEM supervision and accreditation was needed from OEM. It proved to be challenging with the lack of priority or interest shown from the OEM when it comes to local suppliers and contractors. It is the perception that OEM's capitalise on these criteria and set up their own criteria when contracting support ignoring the availability of the local competent, experienced supplier base. Local contact organisations have submitted numerous tenders to OEM'S at a significant time and cost expense sharing their expertise and have not been successful. For this reason, local contractor organisations are reluctant to submit tenders. SF6 handling plant fully serviced after use could be a challenge since there is only one company accredited to do that with long lead times based on availability and could quite expensively taking the number of substation and gap period into consideration. Cost of purchasing versus rental. Cost of servicing the handling equipment and lead times. We would recommend that the City of Cape Town make the SF6 handling equipment available for use and a full service of equipment be done at the end of the contract. This will be more realistic at a cost +10%. Recommend that basic training be given for first line maintenance. Training for observation purposes carried out by a competent person. This would prove to be pro-active and help to streamline and speedup pre inspections.	

Q8: Bidders should note that in the formal tender process, no amendments, qualifications, or deviations to the final issued terms and conditions is permitted. Any such changes included in a tender submission may render the bid non-responsive. You are therefore requested to review the tender terms and conditions (Annexure C) provided in 031S/2025/26 and identify any clauses or requirements that may present challenges, constraints or barriers to submission for their organisation. For each item identified, you are requested to: NB: CCT will consider the information provided and reserves the right to evaluate the below, and may or may not adopt the changes depending on the materiality of the proposed amendment. a. clearly reference the specific clause or condition, b. explain the nature of the concern and why it is considered restrictive or unworkable, and c. where possible, propose an alternative wording or approach that would be more commercially or operationally feasible while still meeting the Employer's objectives.	As a recommendation, it would be beneficial, to without obligation enable a mechanism for the contractor or potential supplier to recommend alternatives to achieve the same or improved outcome results of the deliverables. This will enable an assessment of competence and the ability of suppliers to show initiative which could result in a benefit to the City of Cape Town as well as the supplier/ contractor. It must be noted that the present tender document that is sent out by the City of Cape Town specifies key criteria as OEM supply however local contractors that has skills and experience on substation plant and installations which is not covered in the tender document as a criteria. In our view this is pertinent as local contractor organisations is presently executing work scopes and has been doing so for a number of years. By specifying OEM as a criteria only this then disadvantage the local contractors.	Feedback is noted and CCT will consider the proposed amendment
	Refer to table A below for further responses	Feedback provided in Table A below
Q9. Was there any part of the Tender document that was not clearly understood or that you considered unreasonable or overly complex that made it difficult for your organisation to complete your bid submission.? Please elaborate.	The requirement for tenderers to quote on the complete scope including competitor equipment. Replacing of all seals on isolator meg boxes (meg box needs to be stripped completely when seal needs to be replaced) The word all should be replaced with as and when needed. Scada testing by contractor can only be tested up to the on-site substation control room. The wording of the on the Evaluation refers to Manufacturers and brand of breaks however not the type of breakers (EG, vacuum, gas or oil), we had experience on all these breakers but not necessarily on the Manufacturing types.	Feedback is noted and CCT will consider the proposed amendments

TABLE A

NO.	SECTION	SUBJECT	ALTERNATIVE WORDING/APPROACH	NATURE OF CONCERN/COMMENT	CCT Feedback
1	SCC 3.5.6 SCC & GCC 11	General Insurance	Proposed Addition: Bidder has all required insurance coverage in place, and proof thereof can be provided upon request. We do, however, expect that the installation works will be covered under the Purchaser's PCI policy, with a reasonable deductible not exceeding R150,000.00 (one hundred and fifty thousand rand only) per event. We would appreciate receiving further details in this regard.	Not intended as a deviation. We would appreciate it if the City could please clarify whether the installation works will be covered under the City's PCI policy, and if so, to advise what the deductible is. Alternatively, if the City's PCI Policy will not apply, we are happy to cover the installation works under our CAR policy.	Feedback is noted and CCT will consider the concern raised
2	SCC 5.9.4	Protection of Personal Information Act of 2013	Proposed Amendment: Delete the following wording: "and/or the City of Cape Town's failure to obtain the tenderer's consent or to notify the tenderer of the reason for the processing of the tenderer's personal information"	We would appreciate it if the City could please clarify whether this portion of the clause is permissible under the POPI Act.	Feedback is noted and CCT will consider the proposed amendment
3	SCC 22.1	Penalties	Proposed Amendment: 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 Parties agree that this penalty shall be the Purchaser's sole and exclusive remedy for delay.	The proposed percentage and cap are acceptable; however, we would suggest that delay penalties be treated as the sole remedy for delay and operate as a genuine pre-estimate of damages, rather than a punitive mechanism. Alternatively, we recommend that the City consider penalties and termination (once the penalty cap has been reached), as the appropriate remedies.	Proposed amendment constitutes a material deviation and will render a bid submission non-responsive.

4	SCC 28.1(a)	Limitation of Liability	Proposed Amendment: Remove the following sentence from the paragraph: “provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the Purchaser.”	This clause excludes certain categories of loss; however, it retains exposure to penalties and damages, which may result in liability exceeding the intended cap applicable to penalties, as well as potential unlimited liability in respect of damages.	Feedback is noted and CCT will consider the proposed amendment
5	SCC 28.1(b)	Limitation of Liability	Proposed Amendment: the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed 100% of the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment	The Supplier's liability should be limited to an amount equal to 100% of the Contract Price and should not extend beyond the Contract Price, as this would expose the Purchaser to excessive risk.	Proposed amendment constitutes a material deviation and will render a bid submission non-responsive.
6	SCC 28.3	Limitation of Liability	Proposed Amendment: We propose deletion of this clause in its entirety alternatively, the Purchaser should indemnify the Supplier against any loss, damage, injury or death caused solely through the Purchaser, its agent or employees' negligence, wilful misconduct or fraud.	Loss, damage, injury or death (“losses”), caused by the Purchaser's negligence should not be excluded, and the Supplier should have recourse where such losses are caused solely by the Purchaser's negligence.	Proposed amendment constitutes a material deviation and will render a bid submission non-responsive.
7	GCC 15	Warranty	Proposed Addition: For the avoidance of doubt, the warranty provided hereunder shall apply to workmanship only.	For contracts involving services only, we propose that the warranty be limited to workmanship only. In addition, we note that the terms are silent on latent defects and recommend that the City clarify whether, and to what extent, the Supplier will be liable for latent defects.	Feedback is noted and CCT will consider the proposed amendment

8	GCC 21.6	Delay in the Supplier's Performance	Proposed Amendment: We propose deletion of this clause, alternatively to add termination as a remedy once the cap has been reached.	The Purchaser has the right to levy penalties for delay. The City should consider penalties and termination, as proposed, as remedies for delay.	Proposed amendment constitutes a material deviation and will render a bid submission non-responsive.
9	GCC 25	Force Majeure	Proposed Addition: From inception of Force Majeure, no penalties shall be enforceable, and the Supplier shall be entitled to an extension of time to the delivery date equivalent to the time period of Force Majeure.	The FM clause is generally acceptable; however, we propose adding the suggested wording for completeness and to avoid any ambiguity. We also recommend that clarity be provided with regards to the treatment of additional cost incurred during Force Majeure.	The proposed amendment is already covered GCC 25 is read in conjunction with SCC 22.

SIGNATURE: _____

DATE: 07 September 2026

DESIGNATION: Senior Professional Officer; HV Substations