



NOTICE TO TENDERERS NO: 1

20 April 2026

Pages: 2 and 54

TENDER 211Q/2025/26: DESIGN, MANUFACTURE, SUPPLY, DELIVERY TO SITE, OFF-LOADING, INSTALLATION, TESTING, COMMISSIONING AND MAINTENANCE OF 145 KV SWITCHGEAR AND ASSOCIATED EQUIPMENT (PHILIPPI SWITCHING STATION)

**CLOSING DATE OF TENDER: 25 May 2026
BOX NUMBER: 210**

Dear Sir/Madam

AMENDMENTS TO THE CONTRACT DOCUMENT

Your attention is specifically drawn to the amendments which are to be made to the Contract Document for the above in terms of Clause C.3.2 of the Standard Conditions of Tender and you will be deemed to have made any allowances necessary to provide for these amendments in your tender offer.

Replacement page:

Tenderers to note that pages 2 and 54 to be replaced with the attached pages **2A and 54A**, which includes address for site clarification meeting and clause 11.10 respectively.

.....

For:

Director: Supply Chain Management

WRITTEN ACKNOWLEDGEMENT OF RECEIPT OF NOTICE 1 – 211Q/2025/26

Signature **Date**

Legal and full name of tendering entity:

.....

CITY OF CAPE TOWN

DIRECTORATE: ELECTRICITY GENERATION & DISTRIBUTION

CONTRACT NO. 211Q/2025/26

DESIGN, MANUFACTURE, SUPPLY, DELIVERY TO SITE, OFF-LOADING, INSTALLATION, TESTING, COMMISSIONING AND MAINTENANCE OF 145 KV SWITCHGEAR AND ASSOCIATED EQUIPMENT (PHILIPPI SWITCHING STATION)

T1.1 Tender Notice and Invitation to Tender

The CITY OF CAPE TOWN, ELECTRICITY GENERATION & DISTRIBUTION, invites tenders for Tender No. 211Q/2025/26: **DESIGN, MANUFACTURE, SUPPLY, DELIVERY TO SITE, OFF-LOADING, INSTALLATION, TESTING, COMMISSIONING AND MAINTENANCE OF 145 KV SWITCHGEAR AND ASSOCIATED EQUIPMENT (PHILIPPI SWITCHING STATION)**.

Tenderers must be registered on Supplier Databases as described in the tender conditions.

Tenderers who are not registered on these Supplier Databases are not precluded from submitting tenders but must however be registered upon being requested to do so in writing and within the period contained in such a request.

It is estimated that tenderers must have a CIDB contractor grading designation of 9EP or higher.

Preferences are offered to tenderers who tender in accordance with the Preferential Procurement Regulations and the City of Cape Town's Supply Chain Management Policy (SCM Policy). Furthermore, in terms of these Regulations and the SCM Policy, tenderers are required to meet the HDI and/or RDP specific goals

The physical address for collection of tender documents is:

Tender Distribution Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.

Documents may be collected during working hours between 08:30 – 15:00 from **10 April 2026**.

A non-refundable tender fee of R300.00 payable by cash or Electronic Funds Transfer (EFT) in favour of the City of Cape Town, is required on collection of the tender documents.

The Employer's Information Officer who is responsible for overseeing questions in relation to data protection may be contacted at via email Popia@capetown.gov.za. Additional contact details are provided in clause C.1.6.5.6 of the Tender Data.

Queries relating to any issues in these documents may be addressed to SCM.Tenders12@capetown.gov.za.

A non-compulsory but strongly recommended site clarification meeting with representatives of the Employer will be held on **22 April 2026 at 11h00** by way of a Site Meeting at **Phillip Switching Station, located on the corner of, C/O Lansburg Road and Greenturf Road, Hanover Park, Cape Town**.

The closing time for receipt of tenders is **10:00 on 25 May 2026**.

Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.

Tenders may only be submitted on the tender documentation that has been issued. Printed Schedules of Quantities, in the same format (that is, layout, scheduled items and quantities) as those issued electronically by the Employer upon request, may be submitted as stated in the Tender Data.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

Insert the following at the end of the second sentence in the first paragraph:

....or, in the event of termination by the Employer under Sub-Clause 15.2 [*Termination by Employer*], the actual date of termination.

Insert the following at the end of the second paragraph:

The Employer further has the right to deduct any other fines or penalties that become due under the Contract.

Sub-Clause 8.10 Payment for Plant and Materials in Event of Suspension

Replace sub-paragraph (b) with the following:

- (b) the Contractor has provided an advance payment guarantee in accordance with Sub-Clause 14.2 in the Particular Conditions.

9 Tests on Completion

Sub-Clause 9.1 Contractor's Obligations

Delete "21 days" in the first sentence of the second paragraph and replace with "14 days".

10 Employer's Taking Over

Sub-Clause 10.1 Taking Over of the Works and Sections

Delete 28 days in the 3rd and final paragraph and replace with 14 days

11 Defects Liability

Sub Clause 11.10 Unfulfilled Obligations

Add the following at the end of the paragraph:

However, in relation to Plant, the Contractor shall not be liable for any defects or damage occurring more than five years after the expiry of the DNP for the Plant except if prohibited by law or in any case of fraud, gross negligence, deliberate default or reckless misconduct.

Sub Clause 11.3 Extension of Defects Notification Period

Delete the first paragraph and replace with:

The Employer shall be entitled subject to Sub-Clause 2.5 [*Employer's Claims*] to an extension of the relevant Defects Notification Period for the Works or a Section if and to the extent that the Works or Section (as the case may be, and after taking-over) cannot be used for the purposes for which they are intended by reason of a defect or damage. However, a Defects Notification Period shall not be extended by more than five years.

13 Variations and Adjustments

Sub-Clause 13.3 Variation Procedure

Delete "and the Schedule of Payments" in the last paragraph.

Sub-Clause 13.5 Provisional Sums

Add the following to the last paragraph:

The number of quotations shall be three (3). Quotations shall include full technical descriptions as well as a breakdown of prices.

Sub-Clause 13.7 Adjustments for Changes in Legislation

Add the following to the first paragraph:

Any increase or decrease in the amount of Value Added Tax inserted in the Schedules of Quantities due to a change in the percentage rates applicable shall be the subject of adjustment under this Sub-Clause.

Sub-Clause 13.8 Adjustments for Changes in Cost

Deleted and replaced by:

13.8.1 General

The Accepted Contract Amount shall be deemed to have included amounts to cover the contingency of all other rises and falls in costs not covered by the provisions of this or other Clauses.