| TENDER DOCUMENT<br>GOODS AND SERVICES | | CITY OF CAPE TOWN<br>ISIXEKO SASEKAPA<br>STAD KAAPSTAD |
|---|---|---|
| SUPPLY CHAIN MANAGEMENT | | |
| SCM - 542 | Approved by Branch Manager: February 2024 | Version: 10 |

**TENDER NO: 216G/2025/26**

**TENDER DESCRIPTION: MANUFACTURE, TESTING, SUPPLY AND DELIVERY OF SMALL POWER DISTRIBUTION UNITS (READY BOARDS)**

**CONTRACT PERIOD: NOT EXCEEDING THIRTY-SIX (36) MONTHS FROM DATE OF COMMENCEMENT OF CONTRACT**

| | |
|---|---|
| **CLOSING DATE** | **21 May 2026** |
| **CLOSING TIME** | **10:00 am** |
| **TENDER BOX NUMBER** | **189** |
| **TENDER FEE** | **R 200** |

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

| **TENDERER** | |
|---|---|
| **NAME of** Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual (hereinafter the "Tenderer") | |
| **TRADING AS** (if different from above) | |
| **Registration number of Tenderer** | |
| **Physical address and chosen domicilium citandi et executandi of Tenderer** | |

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

| **TENDER SERIAL NO.:** |
|---|
| **SIGNATURES OF CCT OFFICIALS AT TENDER OPENING** |
| **1** |
| **2** |
| **3** |

## TABLE OF CONTENTS

**THE TENDER** ..... **3**

T.1 GENERAL TENDER INFORMATION ..... 3
T.2 CONDITIONS OF TENDER ..... 4
*2.1 General* ..... *4*
*2.2 Tenderer's obligations* ..... *8*
*2.3 The CCT's undertakings* ..... *16*

**THE CONTRACT** ..... **22**

C.1 DETAILS OF TENDERER/SUPPLIER ..... 23
C.2 FORM OF OFFER AND ACCEPTANCE ..... 24
C.2.1 OFFER (TO BE COMPLETED BY THE TENDERER AS PART OF TENDER SUBMISSION) ..... 24
C.2.2 ACCEPTANCE (TO BE COMPLETED BY THE CCT) ..... 25
C.2.3 SCHEDULE OF DEVIATIONS (TO BE COMPLETED BY THE CCT UPON ACCEPTANCE) ..... 26
C.2.4 CONFIRMATION OF RECEIPT (TO BE COMPLETED BY SUPPLIER UPON ACCEPTANCE) ..... 27
C.3 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT ..... 28
C.4 PRICE SCHEDULE ..... 29
C.5 SPECIFICATION(S) ..... 31
C.6 SPECIAL CONDITIONS OF CONTRACT ..... 42
C.7 GENERAL CONDITIONS OF CONTRACT ..... 52
C.8 ANNEXURES ..... 62
ANNEXURE A – PRO FORMA INSURANCE BROKER'S WARRANTY ..... 62
ANNEXURE B – MONTHLY PROJECT LABOUR REPORT ..... 63
ANNEXURE C - PRO FORMA PERFORMANCE SECURITY/ GUARANTEE ..... 65
ANNEXURE D - PRO FORMA ADVANCE PAYMENT GUARANTEE ..... 66
ANNEXURE F - TENDER RETURNABLE DOCUMENTS ..... 68
*Schedule F.1: Contract Price Adjustment* ..... *68*
*Schedule F.2: Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums* ..... *87*
*Schedule F.3: Declaration for Procurement above R10 million* ..... *88*
*Schedule F.4: Preference Points Claim Form In Terms Of the Preferential Procurement Regulations 2022* ..... *89*
*Schedule F.5: Declaration of Interest – State Employees (MBD 4 amended)* ..... *92*
*Schedule F.6: Conflict of Interest Declaration* ..... *94*
*Schedule F.7: Declaration of Tenderer's Past Supply Chain Management Practices (MBD 8)* ..... *95*
*Schedule F.8: Authorisation for the Deduction of Outstanding Amounts Owed to the CCT* ..... *97*
*Schedule F.9: Certificate of Independent Tender Determination* ..... *98*
*Schedule F.10: Proposed Deviations And Qualifications By Tenderer* ..... *99*
*Schedule F.11: List of Other Documents Attached By Tenderer* ..... *100*
*Schedule F.12: Record of Addenda to Tender Documents* ..... *101*
*Schedule F.13: Information to Be Provided With the Tender* ..... *102*
*Schedule F.14: Appeal Application* ..... *112*

# THE TENDER

## T.1 GENERAL TENDER INFORMATION

| | | |
|---|---|---|
| **TENDER ADVERTISED** | : | **17 April 2026** |
| **CLARIFICATION MEETING** | : | Time: **14:30** on Date: **12 May 2026**<br>(Not compulsory, but strongly recommended) |
| **VENUE FOR SITE VISIT/CLARIFICATION MEETING** | : | **Teams Meeting – refer below for link to the meeting**<br><br>**Microsoft Teams meeting**<br>**Join:** https://teams.microsoft.com/meet/378278144764561?p=o8C9bDUhz0U7bHMQeQ<br>Meeting ID: 378 278 144 764 561<br>Passcode: si3YS7mj<br><br>Need help? \| System reference<br>**Dial in by phone**<br>+27 21 835 5043,,76151836# South Africa, Cape Town<br>Find a local number<br>Phone conference ID: 761 518 36#<br>For organizers: Meeting options \| Reset dial-in PIN |
| **TENDER BOX & ADDRESS** | : | **Tender Box as per front cover** at the **Tender & Quotation Boxes Office**, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town. |
| | : | The Tender Document (which includes the Form of Offer and Acceptance) completed and signed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the endorsement "**TENDER NO. 216G/2025/26: - TENDER DESCRIPTION: MANUFACTURE, TESTING, SUPPLY AND DELIVERY OF SMALL POWER DISTRIBUTION UNITS (READY BOARDS)",** the tender box number. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time.<br>If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. It remains the tenderer's responsibility to ensure that the tender is placed in either the original box or as alternatively instructed. |
| **CCT TENDER REPRESENTATIVE** | : | Email: SCM.Tenders23@capetown.gov.za |

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

# T.2 CONDITIONS OF TENDER

## 2.1 General

### 2.1.1 Actions

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

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

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

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

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

### 2.1.2 Interpretation

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

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

### 2.1.3 Communication during tender process

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

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

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

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

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

### 2.1.5 Procurement procedures

#### 2.1.5.1 General

The City of Cape Town (CCT) intends to appoint two tenderers per item: the highest-ranked tenderer as the Main Contractor (the "Winner"), and, where possible, an Alternative Contractor offering goods from a different manufacturer. If no tenderer offers goods from an alternative manufacturer, the second-highest-ranked tenderer offering goods from the same manufacturer will be appointed as the Alternative Contractor for work allocation. If an insufficient number of responsive bids are received, the CCT reserves the right to appoint fewer than two tenderers, or to make no appointment at all.

Purchase Orders will in the first instance be placed by the CCT with the Main Contractor (the "Winner").

Should the Main Contractor (the "Winner") not be able to meet the contractual commitments relating to a particular order or orders, either in terms of delivery performance or of compliance with the requirements of the specification, the Contractor shall advise the CCT within 5 working days of receipt of the order(s). The purchase order(s) will thereafter be cancelled and orders placed with the Alternative Contractor.

Should the Main Contractor (the "Winner") continually fail to meet the contractual commitments the CCT reserves the right to initiate the Default process, during which the Contractor will be afforded an opportunity to address in consultation with the CCT his contract performance and failure to meet the contractual commitments.

During the course of any such Default process the CCT reserves the right to place orders with the Alternative Contractor instead of the Winner and shall retain this right until such time as the Main Contractor (the "Winner") has either corrected the non-compliance with the contractual commitments or has provided a proposal to correct the non-compliance with the contractual commitments that is to the satisfaction of the CCT.

In the event that the Main Contractor (the "Winner") is formally placed in Default in terms of the specification the contract shall be placed with the Alternative Contractor for the balance of the contract period.

The contract period shall be for a period **not exceeding 36 (thirty-six) months** from the commencement date of the contract.

#### 2.1.5.2 Proposal procedure using the two stage-system

A two-stage system will not be followed.

#### 2.1.5.3 Nomination of Standby Bidder

"Standby Bidder" means a bidder, identified by the CCT at the time of awarding a bid that will be considered for award should the contract be terminated for any reason whatsoever. In the event that

a contract is terminated during the execution thereof, the CCT may consider the award of the contract, or non-award, to the Standby Bidder in terms of the procedures included its SCM Policy, as amended from time to time.

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

**2.1.6.1 Disputes, objections, complaints and queries**

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

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

**2.1.6.2 Appeals**

a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the CCT, may appeal against that decision by giving written notice of the appeal and reasons to the City Manager within 21 days of the date of the notification of the decision.

b) An appeal must contain the following:
   i. Must be in writing
   ii. It must set out the reasons for the appeal
   iii. It must state in which way the Appellant's rights were affected by the decision;
   iv. It must state the remedy sought; and
   v. It must be accompanied with a copy of the notification advising the person of the decision

c) The relevant CCT appeal authority must consider the consider the appeal and **may confirm, vary or revoke** the decision that has been appealed, but no such revocation of a decision may detract from any rights that may have accrued as a result of the decision.

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

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

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

**The City Manager** - C/o the Manager: Legal Compliance Unit, Legal Services Department, Office of the City Manager
**Via hand delivery at:** 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001
**Via post at:** Private Bag X918, Cape Town, 8000
**Via email at:** MSA.Appeals@capetown.gov.za

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

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

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

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

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

**2.1.6.7 Compliance to the CCTs Appeals Policy.**

In terms of the CCT’s Appeals Policy, a fixed upfront administration fee will be charged. In addition, a surcharge may be imposed for vexatious and frivolous or otherwise manifestly inappropriate tender related appeals.

The current approved administration fee is R300.00 and may be paid at any of the Municipal Offices or at the Civic Centre in Cape Town using the GL Data Capture Receipt attached as Annexure F.13: Appeal Application Form. Alternatively, via EFT into the CCT’s NEDBANK Account: CITY OF CAPE TOWN and using Reference number: 198158966. You are required to send proof of payment when lodging your appeal.

The current surcharge for vexatious and frivolous or otherwise manifestly inappropriate tender related appeals will be calculated as ½ (Administrative cost of the tender appeal) + 0.25 %( Appellant’s tender price).

Should the payment of the administration fee of R300.00 or the surcharge not be received, such fee or surcharge will be added as a Sundry Tariff to the bidder’s municipal account.

In the event where the bidder does not have a Municipal account with the CCT, the fee or surcharge may be recovered in terms of the CCT’s Credit Control and Debt Collection By-law, 2006 (as amended) and its Credit Control and Debt Collection Policy.

**2.1.7 CCT Supplier Database Registration**

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

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

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