



Supply Chain Management:
Tenders and Contracts

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14 MAY 2024

Notice No.1
(7 Pages Including this Page)

NOTICE TO TENDERER

Tender Number: 228S/2023/24
Box Number: 168
Closing Date: 22 May 2024
Description: INSTALLATION AND MAINTENANCE OF FIBRE NETWORK INFRASTRUCTURE
AND OUTSIDE PLANT (OSP) FACILITIES

The following Addendum is issued in terms of Clause 2.2.6 of the Tender Conditions

This Notice to Tenderers forms an integral part of the Contract and is an addendum which must be recorded in Schedule 13 and bound within the 'Returnable Schedules'.

Amendment 1:

Page 59

Clause **5.6 (Performance Elements and Performance Metrics)** the entire clause 5.6 must be removed.

Amendment 2:

Page 74

The below clause **22.1.6 (Health and Safety)** is to be added below clause 22.1.5 within the tender document;

22.1.6 Health and Safety

Performance Element	Health and Safety
Performance Element Brief Description (Refer C.5 for details)	Conformance to Health and Safety requirements and specification. It is important to ensure that health and safety measures are followed not just for the final outcome of the scope of work but also during the process of carrying out the work. The contractor is expected to maintain a high standard of health and safety measures throughout the contract.

TENDER NO: 228S/2023/24

Measurement	Any notification of breach of the H&S regulations as specified in this tender and associated H&S Appendices
Metrics and calculation	One breach in a calendar month
Penalty	5% of the value per Purchase Order if SLA's are not met per event. This will be in addition to any remedial costs incurred
Reporting	Any City representative on-site who observes any breach or transgression of the H&S Regulations to report to the chairperson of the Health and Safety Committee (HASCom)
Excuse Performance	Force Majeur
Communication Plan	H&S requirement to be discussed at project initiation and at every project review meeting

Amendment 3:**Page 74**

The below clause **22.3 (Performance Elements and Performance Metrics)** is to be added below clause 22.2 within the tender document;

22.3 Administrative Performance Elements and Performance Metrics

Whenever a Performance Metric is not achieved, the Infringement will cause the stipulated number of Grief Points to be incurred. The City shall be entitled (but not obliged) to apply the relevant for each Infringement by recording the incurrence of Grief Points.

- When incurred, the Grief Points will be totalled up at the end of each Calendar Month
- If the total number of Grief Points incurred in a single Calendar Month is more than fifteen (≥ 15) (the Grief Point Threshold) at any time during the Contact Period, then a Non-Compliance Event has occurred.
- The occurrence of a Non-Compliance Event will result in the City imposing a Performance Penalty, which may be claimed by the City from the supplier.
- On the first occurrence of a Non-Compliance Event, the City will claim a Performance Penalty of 5% of the purchase order value where delivery timelines or other requirements were not met.
- The first occurrence of a Non-Compliance Event initiates a 12-month rolling period. This 12-month rolling period will commence on the 1st day of the Calendar Month in which the first Non-Compliance Event occurred. Thereafter, the 12-month rolling period shall be defined as the current Calendar Month and the previous 11 Calendar Months.
- On the second occurrence of a Non-Compliance Event in a 12-month rolling period, the City will claim Performance Penalty of 10% (ten percent) of the purchase order value where delivery of goods exceeds the specified delivery period.

TENDER NO: 228S/2023/24

- On the third occurrence of a Non-Compliance Event in a 12-month rolling period, the City will claim a Performance Penalty of 15% (fifteen percent) of the purchase order value where delivery of goods exceeds the specified delivery period.
- In the case of unforeseen issues causing late delivery, it the responsibility of the Supplier to timeously inform the City if the goods ordered will not meet the contract delivery period.

Should the Contractor accumulate 15 (fifteen) or more Grief Points during a Calendar Month more than 3(three) times during a 12-month rolling period (i.e. more than three Non-Compliance Events within twelve months), this will give rise to a Performance Termination Event, which the City may exercise at its discretion.

22.3.1 Maintain Contact Details

Performance Element	Maintain Contact Details
Performance Element Brief Description	Provide and maintain contact details of all key staff to the Head: Infrastructure Management
Measurement	All contact details of key staff must be accurate, complete and current
Metrics and calculation	Penalty incurred if contact details of key staff found not to be accurate, complete and current
Reporting	To be updated as needed
Penalty	10 Grief Points per occasion (incident) when one or more of the required details were found to be incorrect (i.e. <i>not</i> accurate, complete or current) NB. Penalty is due per incident, not per data point
Excuse Performance	Changes proved to have been provided but not acknowledged or distributed; <i>force majeure</i>
Communication Plan	Email to the Head: Infrastructure Management whenever there are changes

22.3.2 Quotations

Performance Element	Quotations
Performance Element Brief Description	Respond to requests for quotations
Measurement	Respond to request for quotations as specified
Metrics and calculation	Requests for quotations to be delivered by the end of the sixth (6th) Business Day after the day that the request was issued, as per the email time stamp
Penalty	10 Grief Points for each requested quotation delivered after the end of the sixth (6th) Business Day after the day that the request was issued
Reporting	Late quotations to be tabled at Review Meetings
Excuse Performance	<i>Force majeure</i>
Communication Plan	Dates on which quotations are requested and delivered will be logged, and tabled at each Review Meeting

22.3.3 Invoices

Performance Element	Invoices
Performance Element Brief Description	Accurate and timeous invoices
Measurement	Provide invoices as specified on Purchase Order
Metrics and calculation	Requests for quotations to be delivered by the end of the sixth (6th) business day after the day that the request was issued, as per the email time stamp
Penalty	10 Grief Points for each inaccurate or late invoice
Reporting	Late and/ or inaccurate invoices to be tabled at the review meetings
Excuse Performance	<i>Force majeure</i>
Communication Plan	Accuracy of invoices to be agenda item at each review meeting

22.3.4 Close-out Reports

Performance Element	Close-out Report
Performance Element Brief Description	Report containing materials procurement, permissions, documentation (including "As-Built" documentation) relating to all work done under this contract
Measurement	Provide close out report as specified
Metrics and calculation	Provision of a detailed and comprehensive project "close-out" report documentation within five (5) Business Days after all maintenance and repair work
Penalty	10 Grief Points for each "As-built" document not provided after the end of the fourth (4 th) business day after the day that all maintenance and repair work has been completed or 10 Grief Points for any "As-built" documentation that contain errors or missing information
Reporting	Accurate "close-out" documents to be tabled prior to close-out meetings
Excuse Performance	<i>Force majeure</i>
Communication Plan	The need for accurate and timeous "close-out" documentation to be highlighted in project kick-off meeting and each review meeting

22.3.5 Routine Maintenance Report

Performance Element	Routine Maintenance Report
Performance Element Brief Description	Deliver monthly report itemising all Inspections, Routine Maintenance and Corrective Maintenance carried out in the prior month
Measurement	To be prepared and delivered after the end of the month under review
Metrics and calculation	Delivered before the end of the 5th (fifth) Business Day after the end of the last Calendar Day of the month under review, as evidenced by email time-stamp
Penalty	10 Grief Points for each full Business Day that the Routine Maintenance Report is late
Reporting	Receipt of each Routine Maintenance Report will be logged by the Head: Telecoms Infrastructure (or his/her alternate) and the TOC
Excuse Performance	Force majeure
Communication Plan	Routine Maintenance Report to be delivered by email to the Head: Telecoms Infrastructure or his/her alternate) and the TOC

22.3.6 Emergency Repair Report

Performance Element	Emergency Repair Report
Performance Element Brief	Deliver report after each Emergency Repair
Measurement	To be prepared and delivered after the closure of each Incident
Metrics and calculation	Delivered before the end of the 4th (fourth) Business Day after the day in which the Incident occurred, as evidenced by email time-stamp
Penalty	10 Grief Points for each full Business Day that the Emergency Repair Report is late
Reporting	Receipt of each Emergency Repair Report will be logged by the Head: Telecoms Infrastructure (or his/her alternate) and the TOC
Excuse Performance	Force majeure
Communication Plan	Emergency Repair Report to be delivered by email to the Head: Telecoms Infrastructure (or his/her alternate) and the TOC

22.3.7 Attendance at Review Meetings

Performance Element	Review Meetings
Performance Element Brief	Attendance by the Client Liaison / Account Manager at each scheduled Review Meeting
Measurement	Physical presence
Metrics and calculation	As evidenced by signed meeting minutes and/or attendance register
Penalty	15 Grief Points for non-attendance after acceptance of meeting time, date and place
Reporting	To be documented by the Head: Infrastructure or his/her alternate
Excuse Performance	<i>Force majeure</i>
Communication Plan	Self-evident

Yours Sincerely,

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For Director:
Supply Chain Management

ACKNOWLEDGEMENT OF RECEIPT FOR AND ON BEHALF OF THE TENDERER: TENDER NO. 228S/2023/24

At on this Day of 2024.

Signature:

Name of Signatory:
(In ink and capitals)

Tenderer:
(Name of firm in ink and capitals)