



SCM Practitioner
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NOTICE TO TENDERERS NO: 2
Pages: 10

19 March 2024

TENDER NUMBER: 173Q/2023/24
DESCRIPTION: TERM TENDER FOR DESIGN, MANUFACTURE, DELIVERY, INSTALLATION AND COMMISSIONING OF POWER TRANSFORMERS (SUPPLEMENTARY)

CLOSING DATE OF TENDER: 3 APRIL 2024
BOX NUMBER: 123

Dear Sir/Madam

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.

CLOSING DATE EXTENSION

Closing date extended from 3 April 2024 to 3 May 2024.

PAGE 87R AND 87A OF VOLUME 1-3:

Tenderers to note that:

- page 87R of Volume 1-3 was amended to include a column for the foreign shipping cost.
- page 87A of Volume 1-3 was added for the Schedule 21 (PRICE BASIS FOR IMPORTED RESOURCES) for ITEM 2 (HIGH MEDIUM CAPACITY POWER TRANSFORMERS)

PAGE 139R OF VOLUME 1-3:

Tenderers to note that page 139R of Volume 1-3 was amended to reflect that either a retention bond or cash retention is acceptable.

PAGES 179A – 184A OF VOLUME 1-3:

Tenderers to note that pages 179A – 184A of Volume 1-3 were added to reflect wording in case of a retention guarantee.

Tenderers are to return a signed copy of this notice/addendum with the submission of their Tender. Failure to return a signed copy of the Addendum may result in the Tender being declared Non-Responsive.

Yours faithfully,

pp.

For:

CIVIC CENTRE IZIKO LOLUNTU BURGERSENTRUM
12 HERTZOG BOULEVARD CAPE TOWN 8001 P O BOX 655 CAPE TOWN 8000
www.capetown.gov.za

Director: Supply Chain Management

WRITTEN ACKNOWLEDGEMENT OF RECEIPT OF NOTICE 2 – 173Q/2023/24

Signature Date

Legal and full name of tendering entity:

.....

SCHEDULE 21: PRICE BASIS FOR IMPORTED RESOURCES (ITEM 1: MEDIUM CAPACITY POWER TRANSFORMERS)

Schedules of Rates Item No.	Description of Resources	VALUE OF IMPORTED RESOURCES TO BE ADJUSTED						Amount of South African Content (FOR) in Rand included in Schedules of Quantities of Item (H)
		Value in Foreign Currency (A)	Sea Freight (B)	Rate of Exchange as at BASE DATE (C)	Value in Rand ((A)+(B)) x (C) (D)	Customs Surcharge % (E)	Customs Duty* % (F)	
1.1								
1.2								
1.3								
1.4								
1.5								
1.6								
1.7								
1.8								
1.9								
1.10								
1.11								
1.12								
1.13								

* State Customs Duty Tariff Reference for each item

Note:

Note that any Resources not inserted in this schedule shall be deemed to be manufactured / supplied in South Africa for the purposes of Contract Price Adjustment. The BASE DATE referred to in column (B) will be 7 calendar days before tender closing.

SIGNED ON BEHALF OF TENDERER:

CITY OF CAPE TOWN
 ELECTRICITY GENERATION AND DISTRIBUTION
 CONTRACT NO. 173Q/2023/24
 TERM TENDER FOR DESIGN, MANUFACTURE, DELIVERY, INSTALLATION AND COMMISSIONING OF POWER TRANSFORMERS (SUPPLEMENTARY)

SCHEDULE 21: PRICE BASIS FOR IMPORTED RESOURCES (ITEM 2: HIGH CAPACITY POWER TRANSFORMERS)

VALUE OF IMPORTED RESOURCES TO BE ADJUSTED											
Schedules of Rates Item No.	Description of Resources	Value in Foreign Currency	Sea Freight	Rate of Exchange as at BASE DATE	Value in Rand ((A)+(B)) x (C)	Customs Surcharge		Customs Duty*		Total in Rand (D) + (E) + (F) included in Schedules of Quantities of Item	Amount of South African Content (FOR) in Rand included in Schedules of Quantities of Item (H)
						%	Rand	%	Rand		
		(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)		
1.1											

* State Customs Duty Tariff Reference for each item

Note:

Note that any Resources not inserted in this schedule shall be deemed to be manufactured / supplied in South Africa for the purposes of Contract Price Adjustment. The BASE DATE referred to in column (B) will be 7 calendar days before tender closing.

SIGNED ON BEHALF OF TENDERER:

APPENDIX TO TENDER (CONTD)

<u>Item</u>	<u>Sub-Clause</u>	<u>Entry</u>
Amount of Performance Security	4.2.....	A performance guarantee shall be provided for Works only Projects in the amount of 7 % of the Works Project value. Additional performance Security, as required, shall be provided by the Contractor during the course of the contract in order to keep the cumulative performance guarantee at a minimum of 7% of the total accepted Contract Amount of all concurrent Works Projects (including VAT and contingencies).
Period for notifying unforeseeable errors, faults and defects in the Employer's Requirements	5.1.....	Within 21 days
Normal working hours	6.5.....	Generally between 07h00 and 17h00 week days but final details will be stated in the Works Project Document.
Delay penalties for the Works.....	8.7* & 14.15(b)..... *	0,1 % (one tenth of one percent) of the final Contract Price of the delayed Section per day of each Works Project that is delayed
Maximum amount of Delay penalties.....	8.7.....	10 % (ten percent) of the final Contract Price of the delayed Section of the Works Project Document
Adjustments for Changes in Cost	13.8.....	This Contract shall be subject to Contract Price Adjustment in strict accordance with Sub-Clause 13.8. of the Particular Conditions. Variations in Rates of Exchange shall be for the Employer's account in accordance with Sub-Clause 13.8 of the Particular Conditions.
Total advance payment.....	14.2.....	0 %
Percentage of retention.....	14.3(c)*	10% reducing to 5% upon the issue of a Taking-Over Certificate provided that for Works Projects less than or equal to R200 000 (incl. VAT) retention is waived. The retention is either a cash retention, or a retention bond.
Limit of Retention Money	14.3(c)*	No limit
Plant and Materials Intended for the Works	14.5(b)	No payment for plant and materials upon shipment
Plant and materials for payment when delivered to the Site	14.5(c)	All plant and materials delivered to site will be subject to payment in terms of this clause
Minimum amount of Interim Payment Certificates	14.6	No minimum
Currency/currencies of payment	14.15	South African Rand, as named in that section of the Form of Offer and Acceptance called "Offer"

**CITY OF CAPE TOWN
ELECTRICITY GENERATION AND DISTRIBUTION**

**CONTRACT NO. 173Q/2023/24
TERM TENDER FOR DESIGN, MANUFACTURE, DELIVERY, INSTALLATION AND COMMISSIONING OF
POWER TRANSFORMERS (SUPPLEMENTARY)**

C1.9 Form of Guarantee – First Stage Retention

For use with the General Conditions of Contract for Plant and Design-Build for Electrical and Mechanical Works and for Building and Engineering Works Designed by the Contractor, First Edition, 1999 (Yellow Book) published by the International Federation of Consulting Engineers (FIDIC).

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

"Physical address:

"Employer" means: The City of Cape Town, Electricity Generation and Distribution.

"Contractor" means:

"Engineer" means:

"Works" means: Contract No. **173Q/2023/24 TERM TENDER FOR DESIGN, MANUFACTURE, DELIVERY, INSTALLATION AND COMMISSIONING OF POWER TRANSFORMERS (SUPPLEMENTARY)**

"Site" means: The site as defined in Sub-Clause 1.1.6.7 of the General Conditions of Contract.

"Contract" means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

"Guaranteed Sum" means: The maximum aggregate amount of R.....

Amount in words:

"Expiry Date" means: The date of issue by the Engineer of the last Taking-over-Certificate.

CONTRACT DETAILS

Engineer issues: Interim Payment Certificates, Taking-Over-Certificate, Final Payment Certificate and the Performance Certificate as defined in the Contract.

RETENTION GUARANTEE

- 1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
- 2. The Guarantor's period of liability shall be from and including the date of issue of this Retention Guarantee and up to and including the Expiry Date or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Taking-over-Certificate has been issued.
- 3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Retention Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 its obligation under this Retention Guarantee is restricted to the payment of money.

**CITY OF CAPE TOWN
ELECTRICITY GENERATION AND DISTRIBUTION**

CONTRACT NO. 173Q/2023/24

**TERM TENDER FOR DESIGN, MANUFACTURE, DELIVERY, INSTALLATION AND COMMISSIONING OF
POWER TRANSFORMERS (SUPPLEMENTARY)**

4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
 - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Retention Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Contractor's default and that this Retention Guarantee is called up in terms of 5; or
 - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Retention Guarantee is called up in terms of 5; and
 - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Last Take-Over Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Retention Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Retention Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Retention Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
10. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
11. This Retention Guarantee is neither negotiable nor transferable and shall expire in terms of 2, whereafter no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
12. This Retention Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.

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POWER TRANSFORMERS (SUPPLEMENTARY)**

13. Where this Retention Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

**CITY OF CAPE TOWN
ELECTRICITY GENERATION AND DISTRIBUTION**

**CONTRACT NO. 173Q/2023/24
TERM TENDER FOR DESIGN, MANUFACTURE, DELIVERY, INSTALLATION AND COMMISSIONING OF POWER
TRANSFORMERS (SUPPLEMENTARY)**

C1.10 Form of Guarantee – Second Stage Retention

For use with the General Conditions of Contract for Plant and Design-Build for Electrical and Mechanical Works and for Building and Engineering Works Designed by the Contractor, First Edition, 1999 (Yellow Book) published by the International Federation of Consulting Engineers (FIDIC).

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

"Physical address:

"Employer" means: The City of Cape Town, Electricity Generation and Distribution.

"Contractor" means:

"Engineer" means:

"Works" means: Contract No. **173Q/2023/24 TERM TENDER FOR DESIGN, MANUFACTURE, DELIVERY, INSTALLATION AND COMMISSIONING OF POWER TRANSFORMERS (SUPPLEMENTARY)**

"Site" means: The site as defined in Sub-Clause 1.1.6.7 of the General Conditions of Contract.

"Contract" means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

"Guaranteed Sum" means: The maximum aggregate amount of R.....

Amount in words:

"Expiry Date" means: The date of issue by the Engineer of the Final Payment Certificate.

CONTRACT DETAILS

Engineer issues: Interim Payment Certificates, Taking-Over-Certificate, Final Payment Certificate and the Performance Certificate as defined in the Contract.

RETENTION GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Final Payment Certificate has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Retention Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 its obligation under this Retention Guarantee is restricted to the payment of money.

4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
 - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Retention Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Contractor's default and that this Retention Guarantee is called up in terms of 5; or
 - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Retention Guarantee is called up in terms of 5; and
 - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Retention Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Retention Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Retention Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
10. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
11. This Retention Guarantee is neither negotiable nor transferable and shall expire in terms of 2, whereafter no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
12. This Retention Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.

13. Where this Retention Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)