


TENDER DOCUMENT GOODS AND SERVICES		 <div>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</div>	
SUPPLY CHAIN MANAGEMENT			
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 9	Page 1 of 80

TENDER NO: 248S/2022/23

TENDER DESCRIPTION: TERM TENDER FOR MAINTENANCE, REPAIR , REFURBISHMENT AND TESTING OF POWER TRANSFORMERS, ON-LOAD TAPCHANGERS, NEUTRAL EARTHING RESISTORS AND NEUTRAL EARTHING COMPENSATOR RESISTOR TRANSFORMERS

CONTRACT PERIOD: THIRTY-SIX (36) MONTHS FROM DATE OF COMMENCEMENT OF CONTRACT

VOLUME 1: TENDERING PROCEDURES

CLOSING DATE: 17 April 2023

CLOSING TIME: 10:00 a.m.

**TENDER BOX
NUMBER:** 155

TENDER FEE:

R200.00 Non-refundable tender fee payable to 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	
TRADING AS (if different from above)	

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 CITY OFFICIALS AT TENDER OPENING
1
2
3

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VOLUME 1: THE TENDER (1) GENERAL TENDER INFORMATION

TENDER ADVERTISED	:	17 February 2023
SITE VISIT/CLARIFICATION MEETING	:	10h00 on 24 February 2023 (Not compulsory, but strongly recommended)
VENUE FOR SITE VISIT/CLARIFICATION MEETING	:	Skype meeting
TENDER BOX & ADDRESS	:	Tender Box as per front cover at the Tender & Quotation Boxes Office , 2 nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town. : The Tender Document (which includes the Form of Offer and Acceptance) completed 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. 248S/2022/23: TERM TENDER FOR MAINTENANCE, REPAIR, REFURBISHMENT AND TESTING OF POWER TRANSFORMERS, ON-LOAD TAPCHANGERS, NEUTRAL EARTHING RESISTORS AND NEUTRAL EARTHING COMPENSATOR RESISTOR TRANSFORMERS , the tender box No. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time. 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

Name: Gideon Keyser

Tel. No.: (021) 444 8385

Email: gideon.keyser@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’

(2) CONDITIONS OF TENDER

2.1 General

2.1.1 Actions

2.1.1.1 The City of Cape Town (CCT) and each tenderer submitting a tender offer shall comply with these Conditions of Tender. In their dealings with each other, they shall discharge their duties and obligations as set out in these Conditions of Tender, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations.

The parties agree that this tender, its evaluation and acceptance and any resulting contract shall also be subject to the Employer's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised, save that if the Employer adopts a new SCM Policy which contemplates that any clause therein would apply to the contract emanating from this tender, such clause shall also be applicable to that contract. Please refer to this document contained on the Employer's website.

Abuse of the supply chain management system is not permitted and may result in the tender being rejected, cancellation of the contract, restriction of the supplier, and/or the exercise by the City of any other remedies available to it as described in the SCM Policy.

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 the returnable documents are part of these Conditions of Tender.

2.1.2.2 These Conditions of Tender and returnable schedules which are required for tender evaluation purposes, shall form part of the contract arising from the 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, unless communicated by the CCT in writing to suppliers by its Director: Supply Chain Management or his nominee.

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 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

CCT intends to appoint one tenderer, the highest ranked tenderer ("the winner") and one "standby contractor" for each of the sections for the specified work on a "winner-takes-all" basis:

- Section A: Power Transformers
- Section B: On-load Tapchangers
- Section C: Electrical Testing

However, sections A, B and C may be awarded to either a single Tenderer or to separate Tenderers. Unless otherwise stated in the tender conditions, for each of the sections, a contract will be concluded with the tenderer who scores the highest number of tender adjudication points.

If insufficient responsive bids are received, the CCT reserves the right not to appoint a tenderer at all.

The contract period shall be for a period of **36 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 Alternative Bidder

Alternative Bidder means a bidder, identified 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 alternative bidder in terms of the procedures included its SCM Policy.

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 City of Cape Town 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 City, 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 City appeal authority must 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, Corporate Services Directorate

Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001

Via post at: Private Bag X918, Cape Town, 8000

Via fax at: 021 400 5963 or 021 400 5830

Via email at: MSA.Appeals@capetown.gov.za

2.1.6.5 All requests referring to clause 2.1.6.3 ns must be submitted in writing to:

The City Manager - C/o the Manager: Access to Information Unit, Corporate Services Directorate

Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001

Via post at: Private Bag X918, Cape Town, 8000

Via fax at: 086 202 9982

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).

The Employer, its employees, representatives and sub-contractors may, from time to time, Process the Contractor's and/or its employees', representatives' and/or sub-contractors' Personal Information, for purposes of, and/or relating to, the tender, this agreement, for research purposes, and/or as otherwise may be envisaged in the Employer's Privacy Notice and/or in relation to the Employer's Supply Chain Management Policy or as may be otherwise permitted by law. This includes the employers assurance provider and Appeal Authority.

2.1.7 City of Cape Town 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 City of Cape Town'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 City of Cape Town'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.

2.1.8 National Treasury Web Based Central Supplier Database (CSD) Registration

Tenderers are required to be registered on the National Treasury Web Based Central Supplier Database (CSD) 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 National Treasury Web Based Central Supplier Database (CSD) may do so via the web address <https://secure.csd.gov.za>.

It is each tenderer's responsibility to keep all the information on the National Treasury Web Based Central Supplier Database (CSD) updated.

2.2 Tenderer's obligations

2.2.1 Eligibility Criteria

2.2.1.1 Tenderers are obligated to submit a tender offer that complies in all aspects to the conditions as detailed in this tender document. An 'acceptable tender must "COMPLY IN ALL' aspects with the tender conditions, specifications, pricing instructions and contract conditions.

2.2.1.1.1 Submit a tender offer

Only those tender submissions from which it can be established that a clear, irrevocable and unambiguous offer has been made to CCT, by whom the offer has been made and what the offer constitutes, will be declared responsive.

2.2.1.1.2 Compliance with requirements of CCT SCM Policy and procedures

Only those tenders that are compliant with the requirements below will be declared responsive:

- a) A completed **Details of Tenderer** to be provided (applicable schedule to be completed);
- b) A completed **Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums** to be provided authorising the tender to be made and the signatory to sign the tender on the partnership /joint venture/consortium's (applicable schedule to be completed);
- c) A copy of the partnership / joint venture / consortium agreement to be provided.
- d) A completed **Declaration of Interest – State Employees** to be provided and which does not indicate any non-compliance with the legal requirements relating to state employees (applicable schedule to be completed);
- e) A completed **Declaration – Conflict of Interest and Declaration of Bidders' past Supply Chain Management Practices** to be provided and which does not indicate any conflict or past practises that renders the tender non-responsive based on the conditions contained thereon (applicable schedules to be completed);
- f) A completed **Certificate of Independent Bid Determination** to be provided and which does not indicate any non-compliance with the requirements of the schedule (applicable schedule to be completed);
- g) The tenderer (including any of its directors or members), has not been restricted in terms of abuse of the Supply Chain Management Policy,
- h) The tenderer's tax matters with SARS are in order, or the tenderer is a foreign supplier that is not required to be registered for tax compliance with SARS;
- i) The tenderer is not an advisor or consultant contracted with the CCT whose prior or current obligations creates any conflict of interest or unfair advantage,
- j) The tenderer is not a person, advisor, corporate entity or a director of such corporate entity, involved with the bid specification committee;
- k) A completed **Authorisation for the Deduction of Outstanding Amounts Owed to the City of Cape Town** to be provided and which does not indicate any details that renders the tender non-responsive based on the conditions contained thereon (applicable schedules to be completed);
- l) The tenderer (including any of its directors or members), has not been found guilty of contravening the Competition Act 89 of 1998, as amended from time to time;
- m) The tenderer (including any of its directors or members), has not been found guilty on any other basis listed in the Supply Chain Management Policy.

2.2.1.1.3 Compulsory clarification meeting

Not applicable.

2.2.1.1.4 Minimum score for functionality: Section A

Only those tenders submitted by tenderers who achieve the minimum score for functionality as stated below will be declared responsive.

The description of the functionality criteria and the maximum possible score for each is shown in the table below. The score achieved for functionality will be the sum of the scores achieved, in the evaluation process, for the individual criteria.

Criteria No.	Evaluation Criteria	Applicable values	Points	Maximum possible Score
Company Experience				
1	Proven track record of service provider for work specified in Section A: Power Transformers (Complete Schedule 14 A1)	Up to and equal to 2 year	0	35
		More than 2 and up to 3 years	10	
		More than 3 years and up to and equal to 5 years	25	
		More than 5 years	35	
Key Personnel				
2	Supervisors/site managers shall have a minimum of 5 years relevant experience as specified in Section A: Power Transformers of the specification. (Complete Schedule 14 A2)	0 Supervisors	0	30
		1 Supervisor	5	
		2 Supervisors	20	
		≥3 Supervisors	30	
3	Service Technicians shall have a minimum of 3 years relevant experience as specified in Section A: Power Transformers of the specification. (Complete Schedule 14 A3)	1 Service Technician	0	35
		2 Service Technicians	25	
		≥3 Service Technicians	35	

The minimum qualifying score for functionality is 70 out of a maximum of 100

Where the entity tendering is a Joint Venture the tender must be accompanied by a statement describing exactly what aspects of the work will be undertaken by each party to the joint venture.

Tenderers shall ensure that all relevant information has been submitted with the tender offer in the prescribed format to ensure optimal scoring of functionality points for each Evaluation Criteria. Failure to provide all information IN THIS TENDER SUBMISSION could result in the tenderer not being able to achieve the specified minimum scoring.

2.2.1.1.5 Minimum score for functionality: Section B

Only those tenders submitted by tenderers who achieve the minimum score for functionality as stated below will be declared responsive.

The description of the functionality criteria and the maximum possible score for each is shown in the table below. The score achieved for functionality will be the sum of the scores achieved, in the evaluation process,

Tender No. 248S/2022/23
for the individual criteria.

Criteria No.	Evaluation Criteria	Applicable values	Points	Maximum possible Score
Company Experience				
1	Proven track record of service provider for work specified in Section B: On-Load Tapchangers of the specification. (Complete Schedule 14 B1)	Up to and equal to 2 years	0	35
		More than 2 years and up to – and equal to 3 years	10	
		More than 3 years and up to – and equal to 5 years	25	
		More than 5 years	35	
Key Personnel				
2	Supervisors/Site managers shall have a minimum of 5 years relevant experience as specified in Section B: On-Load Tapchangers of the specification (Complete Schedule 14 B2)	0 Supervisors/Site Manager	0	30
		1 Supervisors/Site Manager	5	
		2 Supervisors/Site Manager	20	
		≥3 Supervisors/Site Manager	30	
3	Service Technicians shall have a minimum of 3 years relevant experience as specified in Section B: On-Load Tapchangers of the specification (Complete Schedule 14 B3)	1 Service Technicians	0	35
		2 Service Technician	25	
		≥3 Service Technicians	35	

The minimum qualifying score for functionality is 70 out of a maximum of 100

Where the entity tendering is a Joint Venture the tender must be accompanied by a statement describing exactly what aspects of the work will be undertaken by each party to the joint venture.

Tenderers shall ensure that all relevant information has been submitted with the tender offer in the prescribed format to ensure optimal scoring of functionality points for each Evaluation Criteria. Failure to provide all information IN THIS TENDER SUBMISSION could result in the tenderer not being able to achieve the specified minimum scoring.

2.2.1.1.6 Minimum score for functionality: Section C

Only those tenders submitted by tenderers who achieve the minimum score for functionality as stated below will be declared responsive.

The description of the functionality criteria and the maximum possible score for each is shown in the table below. The score achieved for functionality will be the sum of the scores achieved, in the evaluation process, for the individual criteria.

Criteria No.	Evaluation Criteria	Applicable values	Points	Maximum possible Score
1	Proven track record of the service provider for experience in electrical testing specified in Section C: Electrical Testing of this specification. (Complete Schedule 14 C1)	Up to and equal to 2 years	0	35
		More than 2 years and up to – and equal to 3 years	5	
		More than 3 years and up to – and equal to 5 years	25	
		More than 5 years	35	
2	Senior Test Technicians shall have a minimum of 5 years relevant experience as specified in C: Electrical Testing of this specification. (Complete Schedule 14 C2)	0 Senior Test Technicians	0	35
		1 Senior Test Technician	25	
		≥2 Senior Test Technicians	35	
3	Test Technicians shall have a minimum of 3 years relevant experience as specified in Section C: Electrical Testing of this specification (Complete Schedule 14 C3)	0 Test Technicians	0	30
		1 Test Technician	20	
		≥2 Test Technicians	30	

The minimum qualifying score for functionality is 70 out of a maximum of 100

Where the entity tendering is a Joint Venture the tender must be accompanied by a statement describing exactly what aspects of the work will be undertaken by each party to the joint venture.

Tenderers shall ensure that all relevant information has been submitted with the tender offer in the prescribed format to ensure optimal scoring of functionality points for each Evaluation Criteria. Failure to provide all information IN THIS TENDER SUBMISSION could result in the tenderer not being able to achieve the specified minimum scoring.

2.2.1.1.7 Provision of samples

This section is not applicable.

2.2.2 Cost of tendering

The CCT will not be liable for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

2.2.3 Check documents

The documents issued by the CCT for the purpose of a tender offer are listed in the index of this tender document.

Before submission of any tender, the tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing is indistinct, or if the Price Schedule contains any obvious errors, the tenderer must apply to the CCT at once to have the same rectified.

2.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the CCT only for the purpose of preparing and submitting a tender offer in response to the invitation.

2.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, Conditions of Contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

2.2.6 Acknowledge and comply with notices

Acknowledge receipt of notices to the tender documents, which the CCT may issue, fully comply with all instructions issued in the notices, and if necessary, apply for an extension of the closing time stated on the front page of the tender document, in order to take the notices into account. Notwithstanding any requests for confirmation of receipt of notices issued, the tenderer shall be deemed to have received such notices if the CCT can show proof of transmission thereof via electronic mail, facsimile or registered post.

2.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarise themselves with aspects of the proposed work, services or supply and pose questions. Details of the meeting(s) are stated in the General Tender Information.

Tenderers should be represented at the site visit/clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved.

2.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the CCT at least one week before the closing time stated in the General Tender Information, where possible.

2.2.9 Pricing the tender offer

2.2.9.1 Comply with all pricing instructions as stated on the Price Schedule.

2.2.10 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the CCT in writing, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

2.2.11 Alternative tender offers

2.2.11.1 Unless otherwise stated in the tender conditions submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted.

If a tenderer wishes to submit an alternative tender offer, he shall do so as a separate offer on a complete set of tender documents. The alternative tender offer shall be submitted in a separate sealed envelope clearly marked "Alternative Tender" in order to distinguish it from the main tender offer.

Only the alternative of the highest ranked acceptable main tender offer (that is, submitted by the same tenderer) will be considered, and if appropriate, recommended for award.

Alternative tender offers of any but the highest ranked main tender offer will not be considered.

An alternative of the highest ranked acceptable main tender offer that is priced higher than the main tender offer may be recommended for award, provided that the ranking of the alternative tender offer is higher than the ranking of the next ranked acceptable main tender offer.

The CCT will not be bound to consider alternative tenders and shall have sole discretion in this regard.

In the event that the alternative is accepted, the tenderer warrants that the alternative offer complies in all respects with the CCT's standards and requirements.

2.2.11.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender conditions or criteria otherwise acceptable to the CCT.

2.2.12 Submitting a tender offer

2.2.12.1 Submit one tender offer only on the original tender documents as issued by the CCT, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract conditions and described in the specifications. Only those tenders submitted on the tender documents as issued by the CCT together with all Returnable Schedules duly completed and signed will be declared responsive.

2.2.12.2 Return the entire document to the CCT after completing it in its entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

2.2.12.3 Submit the parts of the tender offer communicated on paper as an original with an English translation for any part of the tender submission not made in English.

1 (One) copy(ies) of the following elements of the bid submission must be submitted separately bound in the same envelope where possible:

Part	Heading
5	Pricing Schedules
6	Supporting Schedules
	All other attachments submitted by bidder

2.2.12.4 Sign the original tender offer where required in terms of the tender conditions. The tender shall be signed by a person duly authorised to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture or any other document signed by all parties, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner.

2.2.12.5 Where a two-envelope system is required in terms of the tender conditions, place and seal the returnable documents listed in the tender conditions in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the CCT's address and identification details stated in the General Tender Information, as well as the tenderer's name and contact address.

2.2.12.6 Seal the original tender offer and copy packages together in an outer package that states on the outside only the CCT's address and identification details as stated in the General Tender Information. . If it is not possible to submit the original tender and the required copies (see 2.2.12.3) in a single envelope, then the tenderer must seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY" in addition to the aforementioned tender submission details.

2.2.12.7 Accept that the CCT shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

2.2.12.8 Accept that tender offers submitted by facsimile or e-mail will be rejected by the CCT, unless stated otherwise in the tender conditions.

2.2.12.9 By signing the offer part of the Form of Offer (**Section 2, Part A**) the tenderer warrants that all information provided in the tender submission is true and correct.

2.2.12.10 Tenders must be properly received and deposited in the designated tender box (as detailed on the front page of this tender document) on or before the closing date and before the closing time, in the relevant tender box at the Tender & Quotation Boxes Office situated on the 2nd floor, Concourse Level, Civic Centre, 12 Hertzog Boulevard, Cape Town. If the tender submission is too large to fit in the allocated box, please enquire at the public counter for assistance.

2.2.12.12 The tenderer must record and reference all information submitted contained in other documents for example cover letters, brochures, catalogues, etc. in the returnable schedule titled **List of Other Documents Attached by Tenderer**.

2.2.13 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the CCT as non-responsive.

2.2.14 Closing time

2.2.14.1 Ensure that the CCT receives the tender offer at the address specified in the General Tender Information prior to the closing time stated on the front page of the tender document.

2.2.14.2 Accept that, if the CCT extends the closing time stated on the front page of the tender document for any reason, the requirements of these Conditions of Tender apply equally to the extended deadline.

2.2.14.3 Accept that, the CCT shall not consider tenders that are received after the closing date and time for such a tender (late tenders).

2.2.15 Tender offer validity and withdrawal of tenders

2.2.15.1 Warrants that the tender offer(s) remains valid, irrevocable and open for acceptance by the CCT at any time for a period of 120 days after the closing date stated on the front page of the tender document.

2.2.15.2 Notwithstanding the period stated above, bids shall remain valid for acceptance for a period of twelve (12) months after the expiry of the original validity period, unless the City is notified in writing of anything to the contrary by the bidder. The validity of bids may be further extended by a period of not more than six months subject to mutual agreement and administrative processes and upon approval by the City Manager.

2.2.15.3 A tenderer may request in writing, after the closing date, that the tender offer be withdrawn. Such withdrawal will be permitted or refused at the sole discretion of the CCT after consideration of the reasons for the withdrawal, which shall be fully set out by the tenderer in such written request for withdrawal. Should the tender offer be withdrawn in contravention hereof, the tenderer agrees that:

- a) it shall be liable to the CCT for any additional expense incurred or losses suffered by the CCT in having either to accept another tender or, if new tenders have to be invited, the additional expenses incurred or losses suffered by the invitation of new tenders and the subsequent acceptance of any other tender;
- b) the CCT shall also have the right to recover such additional expenses or losses by set-off against monies which may be due or become due to the tenderer under this or any other tender or contract or against any guarantee or deposit that may have been furnished by the tenderer or on its behalf for the due fulfilment of this or any other tender or contract. Pending the ascertainment of the amount of such additional expenses or losses, the CCT shall be entitled to retain such monies, guarantee or deposit as security for any such expenses or loss.

2.2.16 Clarification of tender offer, or additional information, after submission

Provide clarification of a tender offer, or additional information, in response to a written request to do so from the CCT during the evaluation of tender offers within the time period stated in such request. No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: This clause does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the CCT elect to do so.

Failure, or refusal, to provide such clarification or additional information within the time for submission stated in the CCT's written request may render the tender non-responsive.

2.2.17 Provide other material

2.2.17.1 Provide, on request by the CCT, any other material that has a bearing on the tender offer, the tenderer's commercial position (including joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the CCT for the purpose of the evaluation of the tender. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the CCT's request, the CCT may regard the tender offer as non-responsive.

2.2.17.2 Provide, on written request by the CCT, where the transaction value inclusive of VAT **exceeds R 10 million**:

- a) audited annual financial statement for the past 3 years, or for the period since establishment if established during the past 3 years, if required by law to prepare annual financial statements for auditing;
- b) a certificate signed by the tenderer certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;
- c) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;
- d) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.

Each party to a Consortium/Joint Venture shall submit separate certificates/statements in the above regard.

2.2.17.3 Tenderers undertake to fully cooperate with the CCT's external service provider appointed to perform a due diligence review and risk assessment upon receipt of such written instruction from the CCT.

2.2.18 Samples, Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender conditions or specifications.

If the **Specification** requires the tenderer to provide samples, these shall be provided strictly in accordance with the instructions set out in the Specification.

If such samples are not submitted as required in the bid documents or within any further time stipulated by the CCT in writing, then the bid concerned may be declared non-responsive.

The samples provided by all successful bidders will be retained by the CCT for the duration of any subsequent contract. Bidders are to note that samples are requested for testing purposes therefore samples submitted to the CCT may not in all instances be returned in the same state of supply and in other instances may not be returned at all. Unsuccessful bidders will be advised by the Project Manager or dedicated CCT Official to collect their samples, save in the aforementioned instances where the samples would not be returned.

2.2.19 Certificates

The tenderer must provide the CCT with all certificates as stated below:

2.2.19.2 Evidence of tax compliance

Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant subject to the requirements of clause 2.2.1.1.2.h. The tenderer must also provide its Tax Compliance Status PIN number on the **Details of Tenderer** pages of the tender submission.

Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate.

Before making an award the City must verify the bidder's tax compliance status. Where the recommended bidder is not tax compliant, the bidder should be notified of the non-compliant status and be requested to submit to the City, within 7 working days, written proof from SARS that they have made arrangement to meet their outstanding tax obligations. The proof of tax compliance submitted by the bidder must be verified by the City via CSD or e-Filing. The City should reject a bid submitted by the bidder if such bidder fails to provide proof of tax compliance within the timeframe stated herein.

Only foreign suppliers who have answered "NO" to all the questions contained in the Questionnaire to Bidding Foreign Suppliers section on the **Details of Tenderer** pages of the tender submission, are not required to register for a tax compliance status with SARS.

2.2.20 Compliance with Occupational Health and Safety Act, 85 of 1993

Tenderers are to note the requirements of the Occupational Health and Safety Act, 85 of 1993. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the Tenderer shall submit **upon written request to do so by the CCT**, a Health and Safety Plan in sufficient detail to demonstrate the necessary competencies and resources to deliver the goods or services all in accordance with the Act, Regulations and Health and Safety Specification.

2.2.21 Claims arising from submission of tender

The tenderer warrants that it has:

- a) inspected the Specifications and read and fully understood the Conditions of Contract.
- b) read and fully understood the whole text of the Specifications and Price Schedule and thoroughly acquainted himself with the nature of the goods or services proposed and generally of all matters which may influence the Contract.
- c) visited the site(s) where delivery of the proposed goods will take place, carefully examined existing conditions, the means of access to the site(s), the conditions under which the delivery is to be made, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and equipment to and from the site(s) and made the necessary provisions for any additional costs involved thereby.
- d) requested the CCT to clarify the actual requirements of anything in the Specifications and Price Schedule, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.
- e) received any notices to the tender documents which have been issued in accordance with the CCT's Supply Chain Management Policy.

The CCT will therefore not be liable for the payment of any extra costs or claims arising from the submission of the tender.

2.3 The CCT's undertakings

2.3.1 Respond to requests from the tenderer

2.3.1.1 Unless otherwise stated in the Tender Conditions, respond to a request for clarification received up to one week (where possible) before the tender closing time stated on the front page of the tender document.

2.3.1.2 The CCT's representative for the purpose of this tender is stated on the General Tender Information page.

2.3.2 Issue Notices

If necessary, issue addenda in writing that may amend or amplify the tender documents to each tenderer during the period from the date the tender documents are available until one week before the tender closing time stated in the Tender Data. The Employer reserves its rights to issue addenda less than one week before the tender closing time in exceptional circumstances. If, as a result a tenderer applies for an extension to the closing time stated on the front page of the tender document, the CCT may grant such extension and, shall then notify all tenderers who drew documents.

Notwithstanding any requests for confirmation of receipt of notices issued, the tenderer shall be deemed to have received such notices if the CCT can show proof of transmission thereof via electronic mail, facsimile or registered post.

2.3.3 Opening of tender submissions

2.3.3.1 Unless the two-envelope system is to be followed, open tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender conditions.

Tenders will be opened immediately after the closing time for receipt of tenders as stated on the front page of the tender document, or as stated in any Notice extending the closing date and at the closing venue as stated in the General Tender Information.

2.3.3.2 Announce at the meeting held immediately after the opening of tender submissions, at the closing venue as stated in the General Tender Information, the name of each tenderer whose tender offer is opened and, where possible, the prices indicated.

2.3.3.3 Make available a record of the details announced at the tender opening meeting on the CCT's website (<http://www.capetown.gov.za/en/SupplyChainManagement/Pages/default.aspx>.)

2.3.4 Two-envelope system

2.3.4.1 Where stated in the tender conditions that a two-envelope system is to be followed, open only the technical proposal of tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender conditions and announce the name of each tenderer whose technical proposal is opened.

2.3.4.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who have submitted responsive technical proposals of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who have submitted responsive technical proposals in accordance with the requirements as stated in the tender conditions, and announce the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals were non responsive.

2.3.5 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

2.3.6 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

2.3.7 Test for responsiveness

2.3.7.1 Appoint a Bid Evaluation Committee and determine after opening whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

2.3.7.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the CCT's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the goods, services or supply identified in the Specifications,
- b) significantly change the CCT's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of any material deviation or qualification.

The CCT reserves the right to accept a tender offer which does not, in the CCT's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender documents.

2.3.8 Arithmetical errors, omissions and discrepancies

2.3.8.1 Check the responsive tenders for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the Price Schedule; or
- c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in the Price Schedule; or
 - ii) the summation of the prices; or
 - iii) calculation of individual rates.

2.3.8.2 The CCT must correct the arithmetical errors in the following manner:

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- b) If pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as tendered shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if Price Schedules apply) to achieve the tendered total of the prices.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

2.3.8.3 In the event of tendered rates or lump sums being declared by the CCT to be unacceptable to it because they are not priced, either excessively low or high, or not in proper balance with other rates or lump sums, the tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the CCT is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.

The tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the CCT, but this shall be done without altering the tender offer in accordance with this clause.

Should the tenderer fail to amend his tender in a manner acceptable to and within the time stated by the CCT, the CCT may declare the tender as non-responsive.

2.3.9 Clarification of a tender offer

The CCT may, after the closing date, request additional information or clarification from tenderers, in writing on any matter affecting the evaluation of the tender offer or that could give rise to ambiguity in a contract arising from the tender offer, which written request and related response shall not change or affect their competitive position or the substance of their offer. Such request may only be made in writing by the Director: Supply Chain Management using any means as appropriate.

2.3.10 Evaluation of tender offers

2.3.10.1 General

2.3.10.1.1 Reduce each responsive tender offer to a comparative price and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender conditions.

2.3.10.1.2 For evaluation purposes only, the effects of the relevant contract price adjustment methods will be considered in the determination of comparative prices as follows:

- a. If the selected method is based on bidders supplying rates or percentages for outer years, comparative prices would be determined over the entire contract period based on such rates or percentages.
- b. If the selected method is based on a formula, indices, coefficients, etc. that is the same for all bidders during the contract period, comparative prices would be the prices as tendered for year one.
- c. If the selected method is based on a formula, indices, coefficients, etc. that varies between bidders, comparative prices would be determined over the entire contract period based on published indices relevant during the 12 months prior to the closing date of tenders.
- d. If the selected method includes an imported content requiring rate of exchange variation, comparative prices would be determined based on the exchange rates tendered for the prices as tendered for year one. The rand equivalent of the applicable currency 14 days prior to the closing date of tender will be used (the CCT will check all quoted rates against those supplied by its own bank).
- e. If the selected method is based on suppliers' price lists, comparative prices would be the prices as tendered for year one.
- f. If the selected method is based on suppliers' price lists and / or rate of exchange, comparative prices would be determined as tendered for year one whilst taking into account the tendered percentage subject to rate of exchange (see sub clause (d) for details on the calculation of the rate of exchange).

2.3.10.1.3 Where the scoring of functionality forms part of a bid process, each member of the Bid Evaluation Committee must individually score functionality. The individual scores must then be interrogated and calibrated if required where there are significant discrepancies. The individual scores must then be added together and averaged to determine the final score.

2.3.10.2 Decimal places

Score financial offers, preferences and functionality, as relevant, to two decimal places.

2.3.10.3 Scoring of tenders (price and preference)

2.3.10.3.1 Points for price will be allocated in accordance with the formula set out in this clause based on the price per item / rates as set out in the **Price Schedule (Part 5)**:

- based on the sum of the prices/rates in relation to the estimated quantities.

2.3.10.3.2 Points for preference will be allocated in accordance with the provisions of **Preference Schedule** and the table in this clause.

2.3.10.3.3 The terms and conditions of **Preference Schedule** as it relates to preference shall apply in all respects to the tender evaluation process and any subsequent contract.

2.3.10.3.4 Applicable formula:

Either the 80/20 preference point system will apply to this tender and the lowest acceptable tender will be used to determine the applicable preferences

The 80/20 price/preference points system will be applied to the evaluation of responsive tenders up to and including a Rand value of R50'000'000 (all applicable taxes included), whereby the order(s) will be placed with the tenderer(s) scoring the highest total number of adjudication points.

Price shall be scored as follows:

$$Ps = 80 \times \left(1 - \frac{(Pt - Pmin)}{Pmin}\right)$$

Where: Ps is the number of points scored for price;
Pt is the price of the tender under consideration;
Pmin is the price of the lowest responsive tender.

Preference points shall be based on the Specific Goal as per below:

HDI COMPLIANCE WITH SECTION 2(1)(d)(i) OF THE ACT

No	Specific Goal	Definition	Required Evidence	Points to be allocated
1	Race (Ownership)	Persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race.	B-BBEE Certificate CSD Registration report CIPC Company Registration	20

2.3.10.5 Risk Analysis

Notwithstanding compliance with regard to any requirements of the tender, the CCT will perform a risk analysis in respect of the following:

- reasonableness of the financial offer
- reasonableness of unit rates and prices
- the tenderer's ability to fulfil its obligations in terms of the tender document, that is, that the tenderer can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, capacity, experience, reputation, personnel to perform the contract, etc.; the CCT reserves the right to consider a tenderer's existing contracts with the CCT in this regard
- any other matter relating to the submitted bid, the tendering entity, matters of compliance, verification of submitted information and documents, etc.

The conclusions drawn from this risk analysis will be used by the CCT in determining the acceptability of the tender offer.

No tenderer will be recommended for an award unless the tenderer has demonstrated to the satisfaction of the CCT that he/she has the resources and skills required.

2.3.11 Negotiations with preferred tenderers

The CCT may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:

- does not allow any preferred tenderer a second or unfair opportunity;
- is not to the detriment of any other tenderer; and
- does not lead to a higher price than the tender as submitted.

If negotiations fail to result in acceptable contract terms, the City Manager (or his delegated authority) may terminate the negotiations and cancel the tender, or invite the next ranked tenderer for negotiations. The original preferred tenderer should be informed of the reasons for termination of the negotiations. If the decision is to invite the next highest ranked tenderer for negotiations, the failed earlier negotiations may not be reopened by the CCT.

Minutes of any such negotiations shall be kept for record purposes.

The provisions of this clause will be equally applicable to any invitation to negotiate with any other tenderers.

In terms of CCT Supply Chain Management Policy, tenders must be cancelled in the event that negotiations fail to achieve a market related price with any of the three highest scoring tenderers.

2.3.12 Acceptance of tender offer

Notwithstanding any other provisions contained in the tender document, the CCT reserves the right to:

2.3.12.1 Accept a tender offer(s) which does not, in the CCT's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the tender document.

2.3.12.2 Accept the whole tender or part of a tender or any item or part of any item or items from multiple manufacturers, or to accept more than one tender (in the event of a number of items being offered), and the CCT is not obliged to accept the lowest or any tender.

2.3.12.3 Accept the tender offer(s), if in the opinion of the CCT, it does not present any material risk and only if the tenderer(s):

- a) is not under restrictions, has any principals who are under restrictions, or is not currently a supplier to whom notice has been served for abuse of the supply chain management system, preventing participation in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,complies with the legal requirements, if any, stated in the tender data, and
- e) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

If an award cannot be made in terms of anything contained herein, the Employer reserves the right to consider the next ranked tenderer(s).

2.3.12.4 Not to make an award, or revoke an award already made, where the implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):

- a) reports of poor governance and/or unethical behaviour;
- b) association with known family of notorious individuals;
- c) poor performance issues, known to the City;
- d) negative social media reports; and
- e) adverse assurance (e.g. due diligence) report outcomes.

2.3.12.5 The CCT reserves the right to nominate an alternative bidder at the time when an award is made and 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 alternative bidder in terms of the procedures included its SCM Policy.

2.3.13 Prepare contract documents

2.3.13.1 If necessary, revise documents that shall form part of the contract and that were issued by the CCT as part of the tender documents to take account of:

- a) notices issued during the tender period,
- b) inclusion of some of the returnable documents, and

c) other revisions agreed between the CCT and the successful tenderer.

2.3.13.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.


2.3.14 Notice to successful and unsuccessful tenderers

2.3.14.1 Before accepting the tender of the successful tenderer the CCT shall notify the successful tenderer in writing of the decision of the CCT's Bid Adjudication Committee to award the tender to the successful tenderer. No rights shall accrue to the successful tenderer in terms of this notice

2.3.14.2 The CCT shall, at the same time as notifying the successful tenderer of the Bid Adjudication Committee's decision to award the tender to the successful tenderer, also give written notice to the other tenderers informing them that they have been unsuccessful.

2.3.15 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these Conditions of Tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
SUPPLY CHAIN MANAGEMENT			
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TENDER NO: 248S/2022/23

TENDER DESCRIPTION: TERM TENDER FOR MAINTENANCE, REPAIR , REFURBISHMENT AND TESTING OF POWER TRANSFORMERS, ON-LOAD TAPCHANGERS, NEUTRAL EARTHING RESISTORS AND NEUTRAL EARTHING COMPENSATOR RESISTOR TRANSFORMERS

CONTRACT PERIOD: THIRTY-SIX (36) MONTHS FROM DATE OF COMMENCEMENT OF CONTRACT

VOLUME 2: RETURNABLE DOCUMENTS

TENDERER	
NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual	
TRADING AS (if different from above)	

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

VOLUME 2: RETURNABLE DOCUMENTS

(3) DETAILS OF TENDERER

1.1 Type of Entity (Please tick one box)☐ Individual / Sole Proprietor☐ Close Corporation☐ Company☐ Partnership or Joint Venture or Consortium☐ Trust☐ Other:**1.2 Required Details** (Please provide applicable details in full):

Name of Company / Close Corporation or Partnership / Joint Venture / Consortium or Individual /Sole Proprietor	
Trading as (if different from above)	
Company / Close Corporation registration number (if applicable)	
Postal address	Postal Code _____
Physical address (Chosen domicilium citandi et executandi)	Postal Code _____
Contact details of the person duly authorised to represent the tenderer	Name: Mr/Ms _____ (Name & Surname) Telephone:(____) _____ Fax:(____) _____ Cellular Telephone: _____ E-mail address: _____
Income tax number	
VAT registration number	
SARS Tax Compliance Status PIN	
City of Cape Town Supplier Database Registration Number (See Conditions of Tender)	
National Treasury Central Supplier Database registration number (See Conditions of Tender)	

Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, enclose proof
Is tenderer a foreign based supplier for the Goods / Services / Works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, answer the Questionnaire to Bidding Foreign Suppliers (below)
Questionnaire to Bidding Foreign Suppliers	a) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa? <input type="checkbox"/> Yes <input type="checkbox"/> No
	b) Does the tenderer have a permanent establishment in the Republic of South Africa? <input type="checkbox"/> Yes <input type="checkbox"/> No
	c) Does the tenderer have any source of income in the Republic of South Africa? <input type="checkbox"/> Yes <input type="checkbox"/> No
	d) Is the tenderer liable in the Republic of South Africa for any form of taxation? <input type="checkbox"/> Yes <input type="checkbox"/> No
Other Required registration numbers	None

(4.1) FORM OF OFFER AND ACCEPTANCE**TENDER: 248S/2022/23: TERM TENDER FOR MAINTENANCE, REPAIR, REFURBISHMENT AND TESTING OF POWER TRANSFORMERS, ON-LOAD TAPCHANGERS, NEUTRAL EARTHING RESISTORS AND NEUTRAL EARTHING COMPENSATOR RESISTOR TRANSFORMERS****SECTION A: POWER TRANSFORMERS****OFFER: (TO BE FILLED IN BY TENDERER):**

Required Details (Please provide applicable details in full):

Name of Tendering Entity* (“the tenderer”)	
Trading as (if different from above)	

AND WHO IS represented herein by: (full names of signatory)

duly authorised to act on behalf of the tenderer in his capacity as: (title/ designation)

HEREBY AGREES THAT by signing the *Form of Offer and Acceptance*, the tenderer:

1. confirms that it has examined the documents listed in the Index (including Schedules and Annexures) and has accepted all the Conditions of Tender;
2. confirms that it has received and incorporated any and all notices issued to tenderers issued by the CCT;
3. confirms that it has satisfied itself as to the correctness and validity of the tender offer; that the price(s) and rate(s) offered cover all the goods and/or services specified in the tender documents; that the price(s) and rate(s) cover all its obligations and accepts that any mistakes regarding price(s), rate(s) and calculations will be at its own risk;
4. offers to supply all or any of the goods and/or render all or any of the services described in the tender document to the CCT in accordance with the:
 - 4.1 terms and conditions stipulated in this tender document;
 - 4.2 specifications stipulated in this tender document; and
 - 4.3 at the prices as set out in the **Price Schedule**.
5. accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on it in terms of the Contract.

Signature(s)

Print name(s):

On behalf of the tenderer (duly authorised)

Date

INITIALS OF CITY OFFICIALS		
1	2	3

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER: 248S/2022/23: TERM TENDER FOR MAINTENANCE, REPAIR, REFURBISHMENT AND TESTING OF POWER TRANSFORMERS, ON-LOAD TAPCHANGERS, NEUTRAL EARTHING RESISTORS AND NEUTRAL EARTHING COMPENSATOR RESISTOR TRANSFORMERS

SECTION A: POWER TRANSFORMERS

ACCEPTANCE (TO BE FILLED IN BY THE CITY OF CAPE TOWN)

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the supplier the amount due in accordance with the conditions of contract. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract are contained in:

- (7) & (8): Special and General Conditions of Tender
- (5) Price schedule
- 13: Specifications

and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documents to be provided in terms of the conditions of contract identified in the special contract conditions. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the parties have signed the table below and confirms receipt from the employer of one fully completed original copy of this agreement, including the schedule of deviations (if any). The tenderer (now supplier) shall within five working days of the agreement coming into effect notify the employer in writing of any reason why he cannot accept the contents of this agreement as a complete and accurate memorandum thereof, failing which the agreement presented to the contractor shall constitute the binding contract between the parties.

The Parties	Employer	Supplier
Business Name		
Business Registration		
Tax number (VAT)		
Physical Address		
Accepted contract sum including tax		
Accepted contract duration		
Signed – who by signature hereto warrants authority		
Name of signatory		
Signed: Date		
Signed: Location		
Signed: Witness		
Name of Witness		

FORM OF OFFER AND ACCEPTANCE (continued)
(TO BE FILLED IN BY THE CITY OF CAPE TOWN)

Schedule of Deviations

Notes:

1. The extent of deviations from the tender documents issued by the CCT before the tender closing date is limited to those permitted in terms of the conditions of tender.
2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

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By the duly authorised representatives signing this agreement, the CCT and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to this tender document and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the CCT during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

(4.2) FORM OF OFFER AND ACCEPTANCE

TENDER: 248S/2022/23: TERM TENDER FOR MAINTENANCE, REPAIR, REFURBISHMENT AND TESTING OF POWER TRANSFORMERS, ON-LOAD TAPCHANGERS, NEUTRAL EARTHING RESISTORS AND NEUTRAL EARTHING COMPENSATOR RESISTOR TRANSFORMERS

SECTION B: ON-LOAD TAPCHANGERS

OFFER: (TO BE FILLED IN BY TENDERER):

Required Details (Please provide applicable details in full):

Name of Tendering Entity* ("the tenderer")	
Trading as (if different from above)	

AND WHO IS represented herein by: (full names of signatory)

duly authorised to act on behalf of the tenderer in his capacity as: (title/ designation)

HEREBY AGREES THAT by signing the *Form of Offer and Acceptance*, the tenderer:

6. confirms that it has examined the documents listed in the Index (including Schedules and Annexures) and has accepted all the Conditions of Tender;
7. confirms that it has received and incorporated any and all notices issued to tenderers issued by the CCT;
8. confirms that it has satisfied itself as to the correctness and validity of the tender offer; that the price(s) and rate(s) offered cover all the goods and/or services specified in the tender documents; that the price(s) and rate(s) cover all its obligations and accepts that any mistakes regarding price(s), rate(s) and calculations will be at its own risk;
9. offers to supply all or any of the goods and/or render all or any of the services described in the tender document to the CCT in accordance with the:
 - 9.1 terms and conditions stipulated in this tender document;
 - 9.2 specifications stipulated in this tender document; and
 - 9.3 at the prices as set out in the **Price Schedule**.
10. accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on it in terms of the Contract.

Signature(s)

Print name(s):
On behalf of the tenderer (duly authorised)

Date

INITIALS OF CITY OFFICIALS		
1	2	3

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER: 248S/2022/23: TERM TENDER FOR MAINTENANCE, REPAIR, REFURBISHMENT AND TESTING OF POWER TRANSFORMERS, ON-LOAD TAPCHANGERS, NEUTRAL EARTHING RESISTORS AND NEUTRAL EARTHING COMPENSATOR RESISTOR TRANSFORMERS

SECTION B: ON-LOAD TAPCHANGERS

ACCEPTANCE (TO BE FILLED IN BY THE CITY OF CAPE TOWN)

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the supplier the amount due in accordance with the conditions of contract. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract are contained in:

- (7) & (8): Special and General Conditions of Tender
- (5) Price schedule
- 13: Specifications

and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documents to be provided in terms of the conditions of contract identified in the special contract conditions. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the parties have signed the table below and confirms receipt from the employer of one fully completed original copy of this agreement, including the schedule of deviations (if any). The tenderer (now supplier) shall within five working days of the agreement coming into effect notify the employer in writing of any reason why he cannot accept the contents of this agreement as a complete and accurate memorandum thereof, failing which the agreement presented to the contractor shall constitute the binding contract between the parties.

The Parties	Employer	Supplier
Business Name		
Business Registration		
Tax number (VAT)		
Physical Address		
Accepted contract sum including tax		
Accepted contract duration		
Signed – who by signature hereto warrants authority		
Name of signatory		
Signed: Date		
Signed: Location		
Signed: Witness		
Name of Witness		

FORM OF OFFER AND ACCEPTANCE (continued)

(TO BE FILLED IN BY THE CITY OF CAPE TOWN)

Schedule of Deviations

Notes:

1. The extent of deviations from the tender documents issued by the CCT before the tender closing date is limited to those permitted in terms of the conditions of tender.
2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

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By the duly authorised representatives signing this agreement, the CCT and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to this tender document and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the CCT during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement

(4.3) FORM OF OFFER AND ACCEPTANCE

TENDER: 248S/2022/23: TERM TENDER FOR MAINTENANCE, REPAIR, REFURBISHMENT AND TESTING OF POWER TRANSFORMERS, ON-LOAD TAPCHANGERS, NEUTRAL EARTHING RESISTORS AND NEUTRAL EARTHING COMPENSATOR RESISTOR TRANSFORMERS

SECTION C: ELECTRICAL TESTING

OFFER: (TO BE FILLED IN BY TENDERER):

Required Details (Please provide applicable details in full):

Name of Tendering Entity* ("the tenderer")	
Trading as (if different from above)	

AND WHO IS represented herein by: (full names of signatory)

duly authorised to act on behalf of the tenderer in his capacity as: (title/ designation)

HEREBY AGREES THAT by signing the *Form of Offer and Acceptance*, the tenderer:

11. confirms that it has examined the documents listed in the Index (including Schedules and Annexures) and has accepted all the Conditions of Tender;
12. confirms that it has received and incorporated any and all notices issued to tenderers issued by the CCT;
13. confirms that it has satisfied itself as to the correctness and validity of the tender offer; that the price(s) and rate(s) offered cover all the goods and/or services specified in the tender documents; that the price(s) and rate(s) cover all its obligations and accepts that any mistakes regarding price(s), rate(s) and calculations will be at its own risk;
14. offers to supply all or any of the goods and/or render all or any of the services described in the tender document to the CCT in accordance with the:
 - 14.1 terms and conditions stipulated in this tender document;
 - 14.2 specifications stipulated in this tender document; and
 - 14.3 at the prices as set out in the **Price Schedule**.
15. accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on it in terms of the Contract.

Signature(s)

Print name(s):
On behalf of the tenderer (duly authorised)

Date

INITIALS OF CITY OFFICIALS		
1	2	3

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER: 248S/2022/23: TERM TENDER FOR MAINTENANCE, REPAIR, REFURBISHMENT AND TESTING OF POWER TRANSFORMERS, ON-LOAD TAPCHANGERS, NEUTRAL EARTHING RESISTORS AND NEUTRAL EARTHING COMPENSATOR RESISTOR TRANSFORMERS

SECTION C: ELECTRICAL TESTING

ACCEPTANCE (TO BE FILLED IN BY THE CITY OF CAPE TOWN)

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the supplier the amount due in accordance with the conditions of contract. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract are contained in:

- (7) & (8): Special and General Conditions of Tender
- (5) Price schedule
- 13: Specifications

and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

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Notwithstanding anything contained herein, this agreement comes into effect on the date when the parties have signed the table below and confirms receipt from the employer of one fully completed original copy of this agreement, including the schedule of deviations (if any). The tenderer (now supplier) shall within five working days of the agreement coming into effect notify the employer in writing of any reason why he cannot accept the contents of this agreement as a complete and accurate memorandum thereof, failing which the agreement presented to the contractor shall constitute the binding contract between the parties.

The Parties	Employer	Supplier
Business Name		
Business Registration		
Tax number (VAT)		
Physical Address		
Accepted contract sum including tax		
Accepted contract duration		
Signed – who by signature hereto warrants authority		
Name of signatory		
Signed: Date		
Signed: Location		
Signed: Witness		
Name of Witness		

FORM OF OFFER AND ACCEPTANCE (continued)

(TO BE FILLED IN BY THE CITY OF CAPE TOWN)

Schedule of Deviations

Notes:

1. The extent of deviations from the tender documents issued by the CCT before the tender closing date is limited to those permitted in terms of the conditions of tender.
2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
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By the duly authorised representatives signing this agreement, the CCT and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to this tender document and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the CCT during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement

(5) PRICE SCHEDULE

Bid specifications may not make any reference to any particular trade mark, name, patent, design, type, specific origin or producer, unless there is no other sufficiently precise or intelligible way of describing the characteristics of the work, in which case such reference must be accompanied by the words "or equivalent".

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'

Inspection, Investigation, Testing, Maintenance, Repair and Replacement of Parts for Power Transformers, NER's, NECRT's and On-Load Tapchangers. The work will be performed as specified in the scope of work.

SECTION A: Power transformers (specification reference 13.1)

Part 1: Routine Maintenance of Power Transformers

Item	Description	Unit	Unit Rate
1	Transformer Routine Maintenance (see Pricing Instruction 5.5 and 5.10)		
1.1	33/11kV 10MVA	Each	R
1.2	33/11kV 20MVA	Each	R
1.3	33/11kV 60MVA	Each	R
1.4	66/11kV 20MVA	Each	R
1.5	66/11kV 30MVA	Each	R
1.6	66/11kV 40MVA	Each	R
1.7	66/11kV 45MVA	Each	R
1.8	66/11kV 50MVA	Each	R
1.9	132/11kV 20MVA	Each	R
1.10	132/11kV 30MVA	Each	R
1.11	132/11kV 40MVA	Each	R
1.12	132/11kV 50MVA	Each	R

Item	Description	Unit	Unit Rate
1.13	132/11kV 60MVA	Each	R
1.14	132/3.3kV 7.5MVA	Each	R
1.15	132/66/11kV 50MVA	Each	R
1.16	132/33kV 90MVA	Each	R
1.17	132/66kV 120MVA	Each	R
1.18	132/66kV 180MVA	Each	R
1.19	132/66kV 240MVA	Each	R

*OEM approved or certified equivalent

Part 2: Supply of Bushings - Refer to specifications clause 13.1.14

Item	Description	Unit	Unit rate
2	Bushings		
2.1	HV Bushings		
2.1.1	GOB 380/72.5/800 (Cat no. PR 123 185-K) or equivalent	Each	R
2.1.2	GOB 650/145/1250 (Cat no. PR 123 193-K) or equivalent	Each	R
2.1.3	GOB-K 550/145/1250 (Cat no. LF 127 008-B) or equivalent	Each	R
2.1.4	GSA 73-OO/72.5/2500 (Cat no. LF 135 073-BB) or equivalent	Each	R
2.1.5	GSA 170-OO/145/2000 (Cat no. LF 135 170-DB) or equivalent	Each	R
2.1.6	GSA 73-OA/72.5/2000 (Cat no. LF 130 073-BB) or equivalent	Each	R
2.1.7	Tyco 145kV 1250A BIL 650 Female Dry Type or equivalent (Drawing no.1ZZA276004-B)	Each	R
2.2	MV Bushings		
2.2.1	CED 12/2500 or equivalent	Each	R
2.2.2	CED 36/1250 or equivalent	Each	R

Item	Description	Unit	Unit rate
2.2.3	CED 36/1500 or equivalent	Each	R
2.2.4	CED 36/2500 or equivalent	Each	R
2.2.5	CED 36/4500 or equivalent	Each	R
2.2.6	M400 AR-4 36/1250 or equivalent	Each	R

*OEM approved or certified equivalent

Part 3: Supply of Silica Gel Breathers - Refer to specifications clause 13.1.4.

Item	Description	Unit	Unit rate
3	Silica Gel Breathers per transformer oil volume		
3.1	0 – 1 000l	Each	R
3.2	1 001 – 10 000l	Each	R
3.3	10 001 – 30 000l	Each	R
3.4	30 001 – 60 000l	Each	R

*OEM approved or certified equivalent

Part 4: Supply of drain cocks and valves – Refer to specifications clause 13.1.5

Item	Description	Unit	Unit rate
4	Valves		
4.1	Drain Valves		
4.1.1	Size 25 Nom	Each	R
4.1.2	Size 50 Nom	Each	R
4.1.3	Size 80 Nom	Each	R
4.1.4	Size ¾" BSP	Each	R
4.2	Butterfly valves:		

Item	Description	Unit	Unit rate
4.2.1	Size 100 Nom	Each	R
4.2.2	Size 200 Nom	Each	R
4.3	Sample Valves:		
4.3.1	1/4" BSP	Each	R

*OEM approved or certified equivalent

Part 5: Labour and other rates

ITEM	DESCRIPTION	UNIT	Unit rate
5	Labour and other rates		
5.1	Technical Support (Labour) (see pricing instructions 5.10)		
5.1.1	Supervisor normal working hours	Per hour	R
5.1.2	Technician normal working hours	Per hour	R
5.1.3	Specialist (out of town) normal working hours (see pricing instruction 5.14)	Per hour	R
5.1.4	Rigger (see specification clause 13.1.13.3)	Per hour	R
5.1.5	Semi-skilled Worker/ Tech Assist normal working hours	Per hour	R
5.1.6	General worker normal working hours	Per hour	R
5.1.7	Painter normal working hours	Per hour	R
5.1.8	Accredited HRCSA applicator normal working hours	Per hour	R
5.2	Overtime (see pricing instructions 5.10 and 5.11)		
5.2.1	Supervisor		
5.2.1.1	Weekdays	Per hour	R
5.2.1.2	Saturdays	Per hour	R
5.2.1.3	Sundays and Public Holidays	Per hour	R

ITEM	DESCRIPTION	UNIT	Unit rate
5.2.2	Technician		
5.2.2.1	Weekdays	Per hour	R
5.2.2.2	Saturdays	Per hour	R
5.2.2.3	Sundays and Public Holidays	Per hour	R
5.2.3	Specialist (out of town) (see pricing instruction 5.14)		
5.2.3.1	Weekdays	Per hour	R
5.2.3.2	Saturdays	Per hour	R
5.2.3.3	Sundays and Public Holidays	Per hour	R
5.2.4	Rigger (see specification clause 13.1.13.3)		
5.2.4.1	Weekdays	Per hour	R
5.2.4.2	Saturdays	Per hour	R
5.2.4.3	Sundays and Public Holidays	Per hour	R
5.2.5	Semi-skilled worker / Technician Assistant		
5.2.5.1	Weekdays	Per hour	R
5.2.5.2	Saturdays	Per hour	R
5.2.5.3	Sundays and Public Holidays	Per hour	R
5.2.6	General worker		
5.2.6.1	Weekdays	Per hour	R
5.2.6.2	Saturdays	Per hour	R
5.2.6.3	Sundays and Public Holidays	Per hour	R
5.2.7	Painter		
5.2.7.1	Weekdays	Per hour	R

ITEM	DESCRIPTION	UNIT	Unit rate
5.2.7.2	Saturdays	Per hour	R
5.2.7.3	Sundays and Public Holidays	Per hour	R
5.2.8	Accredited HRCSA applicator		
5.2.8.1	Weekdays	Per hour	R
5.2.8.2	Saturdays	Per hour	R
5.2.8.3	Sundays and Public Holidays	Per hour	R
5.3	Travelling (see pricing instructions 5.12 and 5.13)		
5.3.1	Sedan	Per km	R
5.3.2	LDV	Per km	R
5.4	Transport and Rigging		
5.4.1	Hydraulic crane truck: (see pricing instructions 5.12 and 5.13)		
5.4.1.1	0 – 8 tons	Per hour	R
5.4.1.2	0 – 8 tons	Per km	R
5.4.1.3	9 – 16 tons	Per hour	R
5.4.1.4	9 – 16 tons	Per km	R
5.4.2	Transformer rigging jacking system (plant only): (see pricing instruction 5.12)		
5.4.2.1	7.5 – 50 MVA	Per day	R
5.4.2.2	60 – 120 MVA	Per day	R
5.4.2.3	130 – 240 MVA	Per day	R
5.4.3	Low bed truck:(see pricing instruction 5.12)		
5.4.3.1	0 – 20 tons	Per 8 hour day	R
5.4.3.2	21 – 40 tons	Per 8 hour day	R

ITEM	DESCRIPTION	UNIT	Unit rate
5.4.3.3	41 – 60 tons	Per 8 hour day	R
5.4.3.4	61 – 80 tons	Per 8 hour day	R
5.4.3.5	81 – 100 tons	Per 8 hour day	R
5.4.4	Low bed transport rate: (see pricing instruction 5.13)		
5.4.4.1	0 – 20 tons	Per km	R
5.4.4.2	21 – 40 tons	Per km	R
5.4.4.3	41 – 60 tons	Per km	R
5.4.4.4	61 – 80 tons	Per km	R
5.4.4.5	81 – 100 tons	Per km	R
5.5	Training (see specification clause 13.4.25 and the pricing instruction 5.17)		
5.5.1	First line transformer maintenance training course (5 people)	Per course	R
5.5.2	In-depth specialized transformer maintenance training course (5 people)	Per day	R
5.5.3	Specialised class room training course (5 people)	Per day	R
5.5.4	HRCSA applicator training (5 people)	Per course	R
5.6	Other		
5.6.1	Health and Safety file	Per site	R
5.6.2	Site establishment (see pricing instruction 5.12)		
5.6.2.1	Transformer refurbishment	Per site	R
5.6.2.2	Transformer rigging	Per site	R
5.6.3	Oil purification (plant and labour) (see pricing instruction 5.12)	Per hour	R
5.6.4	Non heat and vacuum oil filtration plant (plant only) (see pricing instruction 5.12)	Per hour	R
5.6.5	Dry air compressor (plant only) (see pricing instruction 5.12)	Per hour	R

ITEM	DESCRIPTION	UNIT	Unit rate
5.6.6	Oil drainage storage tank rental: 20 000l (see pricing instruction 5.12)	Per tank per 24 hour day	R
5.6.7	High ratio Calcium Sulfonate Alkyde:		
5.6.7.1	5l penetrant (supply only)	each	R
5.6.7.2	20l penetrant (supply only)	each	R
5.6.7.3	5l cover coat (supply only)	Each	R
5.6.7.4	20l cover coat (supply only)	Each	R
5.7	Online monitoring devices:		
5.7.1.1	Online breakdown voltage gas analysis monitoring device (see specification clause 13.1.16)	Each	R
5.7.1.2	Online transformer dry-out device (see specification clause 13.1.17)	Each	R

*OEM approved or certified equivalent

SECTION B: On-Load Tapchangers (specification reference 13.2)

On-Load Tapchangers Inspection, Investigation, Repairs of power transformers OLTC's will be performed as per the specified scope of work. This specification is for in-tank and out-of-tank type (compartment type) OLTC's.

Part 1: Out-of-tank type (Compartment type) OLTC - Specification Reference: Clause 13.2

Item	Description	Inspection and Maintenance (see Pricing Instruction 5.5 and 5.10)	Supply moving and fixed contacts	Supply Change-over Contacts (if applicable)
		(a)	(b)	(c)
1	Out-of-tank type Tap Changers:			
1.1	ASEA_UZC RN 380/300 (or equivalent applicable to column (b) and (c))	R	R	R
1.2	ASEA_UZC RN 250/300 (or equivalent applicable to column (b) and (c))	R	R	R
1.3	ASEA_UZE LT 380/150 (or equivalent applicable to column (b) and (c))	R	R	R
1.4	ASEA_UZE RN 250/ 300 (or equivalent applicable to column (b) and (c))	R	R	R
1.5	ASEA_UZC RN 250/ 500 (or equivalent applicable to column (b) and (c))	R	R	R
1.6	ASEA_UZE LT 380/300 (or equivalent applicable to column (b) and (c))	R	R	R
1.7	ASEA_UZB LT 200/300 (or equivalent applicable to column (b) and (c))	R	R	R
1.8	ASEA_UZE RN 250/300 (or equivalent applicable to column (b) and (c))	R	R	R

Item	Description	Inspection and Maintenance (see Pricing Instruction 5.5 and 5.10)	Supply moving and fixed contacts	Supply Change-over Contacts (if applicable)
		(a)	(b)	(c)
1.9	ASEA_UZB LT 200/300 (or equivalent applicable to column (b) and (c))	R	R	R
1.10	ASEA_UZE LT 250/300 (or equivalent applicable to column (b) and (c))	R	R	R
1.11	ASS T/C_AT 317 44/400 L (or equivalent applicable to column (b) and (c))	R	R	R
1.12	ASS T/C_AT 317 44/300 L (or equivalent applicable to column (b) and (c))	R	R	R
1.13	ASS T/C_AT 317 66/300 L (or equivalent applicable to column (b) and (c))	R	R	R
1.14	ASS T/C_ ASD.317.44/500.GS.NRR3 (or equivalent applicable to column (b) and (c))	R	R	R
1.15	ABB Powertech_UZE LN 250/300 (or equivalent applicable to column (b) and (c))	R	R	R
1.16	ABB Powertech_ UZE RN 250/150 (or equivalent applicable to column (b) and (c))	R	R	R
1.17	ABB Powertech_ UZE RN 200/ 600 (or equivalent applicable to column (b) and (c))	R	R	R
1.18	ABB Powertech_ UZE LT 380/300 (or equivalent applicable to column (b) and (c))	R	R	R
1.19	ABB Powertech_ UZE LT 380/300 (or equivalent applicable to column (b) and (c))	R	R	R
1.20	ABB Components_UBB RN 350/400 (or equivalent applicable to column (b) and (c))	R	R	R

Item	Description	Inspection and Maintenance (see Pricing Instruction 5.5 and 5.10)	Supply moving and fixed contacts	Supply Change-over Contacts (if applicable)
		(a)	(b)	(c)
1.21	ABB Components _ UZE LT 380/300 (or equivalent applicable to column (b) and (c))	R	R	R
1.22	ABB Components_ UZE RN 200/ 300 (or equivalent applicable to column (b) and (c))	R	R	R
1.23	ABB Components_ UZE RN 200/600 (or equivalent applicable to column (b) and (c))	R	R	R
1.24	ABB Components_ UZF LT 200/300 (or equivalent applicable to column (b) and (c))	R	R	R
1.25	Ferranti _ES300 (or equivalent applicable to column (b) and (c))	R	R	R
1.26	Ferranti_DS 300 (or equivalent applicable to column (b) and (c))	R	R	R
1.27	MR_ED100S (or equivalent applicable to column (b) and (c))	R	R	R
1.28	ATL_AT 317 66/300 L (or equivalent applicable to column (b) and (c))	R	R	R
1.29	Hawker Siddeley_F 317/33/300 (or equivalent applicable to column (b) and (c))	R	R	R

Part 2: In-tank type OLTC - Specification Reference: Clause 13.2

Item	Description	Inspection and Maintenance (see Pricing Instruction 5.5 and 5.10)	Supply moving and fixed contacts	Supply change-over contacts (if applicable)
		(a)	(b)	(c)
2	In-tank type Tap Changers:			
2.1	MR_ D3 Y 0200 060/060 10 15 1W (or equivalent applicable to column (b) and (c))	R	R	R
2.2	MR_ V3 Y 0200 076 10 19 3W (or equivalent applicable to column (b) and (c))	R	R	R
2.3	MR_ VV III 250D-76-10 19 3WR (or equivalent applicable to column (b) and (c))	R	R	R
2.4	MR_ VV III 400Y-76-10 19 3W (or equivalent applicable to column (b) and (c))	R	R	R
2.5	MR_ VV III 400D-76-10 19 3WR (or equivalent applicable to column (b) and (c))	R	R	R
2.6	MR_ VV III 600Y-76-10 19 3W (or equivalent applicable to column (b) and (c))	R	R	R
2.7	MR_ V III 200D-40-10 19 3W (or equivalent applicable to column (b) and (c))	R	R	R
2.8	MR_ V III 250Y-40-10 19 3W (or equivalent applicable to column (b) and (c))	R	R	R
2.9	MR_ VV III 600D-145-10 19 3W (or equivalent applicable to column (b) and (c))	R	R	R
2.10	MR_ 3XVRC11001-72.5B-1019 3W (or equivalent applicable to column (b) and (c))	R	R	R

Item	Description	Inspection and Maintenance (see Pricing Instruction 5.5 and 5.10)	Supply moving and fixed contacts	Supply change-over contacts (if applicable)
2.11	ABB Components_ UBB RN 350/500 (or equivalent applicable to column (b) and (c))	R	R	R
2.12	ABB Components MR_ UBB RN 350/400 (or equivalent applicable to column (b) and (c))	R	R	R
2.13	ABB Components MR_ UCG RT 380/1500I (or equivalent applicable to column (b) and (c))	R	R	R
2.14	ABB Components MR_ UCG RT 380/1050C (or equivalent applicable to column (b) and (c))	R	R	R

Part 3: Labour and other rates

ITEM	DESCRIPTION	UNIT	Unit rate
3	Labour and other rates		
3.1	Technical Support (Labour) (see pricing instructions 5.10)		
3.1.1	Supervisor normal working hours	Per hour	R
3.1.2	Technicians normal working hours	Per hour	R
3.1.3	Specialist (out of town) normal working hours (see pricing instruction 5.14)	Per hour	R
3.1.4	Semi-skilled Worker/ Tech Assist normal working hours	Per hour	R
3.1.5	General worker	Per hour	R
3.2	Overtime (see pricing instructions 5.10 and 5.11)		
3.2.1	Supervisor		
3.2.1.1	Weekdays	Per hour	R
3.2.1.2	Saturdays	Per hour	R
3.2.1.3	Sundays and Public Holidays	Per hour	R
3.2.2	Technician		
3.2.2.1	Weekdays	Per hour	R
3.2.2.2	Saturdays	Per hour	R
3.2.2.3	Sundays and Public Holidays	Per hour	R
3.2.3	Specialist (out of town) (see pricing instruction 5.14)		
3.2.3.1	Weekdays	Per hour	R
3.2.3.2	Saturdays	Per hour	R
3.2.3.3	Sundays and Public Holidays	Per hour	R

ITEM	DESCRIPTION	UNIT	Unit rate
3.2.4	Semi-skilled worker / Technician Assistant		
3.2.4.1	Weekdays	Per hour	R
3.2.4.2	Saturdays	Per hour	R
3.2.4.3	Sundays and Public Holidays	Per hour	R
3.2.5	General worker		
3.2.5.1	Weekdays	Per hour	R
3.2.5.2	Saturdays	Per hour	R
3.2.5.3	Sundays and Public Holidays	Per hour	R
3.3	Travelling (see pricing instructions 5.12 and 5.13)		
3.3.1	Sedan	Per km	R
3.3.2	LDV	Per km	R
3.4	Transport and Rigging		
3.4.1	Hydraulic crane truck (see pricing instructions 5.12 and 5.13)		
3.4.1.1	0 – 8 tons	Per hour	R
3.4.1.2	0 – 8 tons	Per km	R
3.5	Training (see specification clause 13.4.25 and pricing instruction 5.17)		
3.5.1	First line OLTC maintenance training course (5 people)	Per course	R
3.5.2	In-depth specialised OLTC maintenance training course (5 people)	Per day	R
3.5.3	Specialised class room training course (5 people)	Per day	R
3.6	Other		
3.6.1	Health and Safety file	Per site	R

ITEM	DESCRIPTION	UNIT	Unit rate
3.6.2	Oil purification (plant and labour only) (see pricing instruction 5.12)	Per hour	R
3.6.3	Non heat and vacuum oil filtration plant (plant only) (see pricing instruction 5.12)	Per hour	R
3.6.4	Oil drainage storage tank rental: 20 000l (see pricing instruction 5.12)	Per tank per 24 hour day	R

SECTION C: Electrical Testing (specification reference 13.3)

ITEM	DESCRIPTION	UNIT	Unit rate
1	Testing (see pricing instructions 5.15.and 5.16)		
1.1	Winding insulation power factor and capacitance for all windings	Each	R
1.2	Bushing insulation power factor and capacitance	Each	R
1.3	Exciting current on all tap positions for the winding associated with the tap changer	Each	R
1.4	DC winding insulation resistance on all windings	Each	R
1.5	DC core insulation resistance (core to earth; core to frame; frame to earth)	Each	R
1.6	Ratio between all winding configurations (all tap positions for the winding associated with the tap changer)	Each	R
1.7	Short circuit impedance (tap position/s as per nameplate)	Each	R
1.8	Sweep Frequency Response Analysis (on the tap position that gives the highest system voltage)	Each	R
1.9	Dielectric Frequency Response (DFR) or Frequency Domain Spectroscopy (FDS)	Each	R
1.10	DC winding resistance on all windings. DC winding resistance on all tap positions for the winding associated with the tap changer	Each	R
1.11	Ductor Test	Each	R
2	Technical Support (Labour) (see pricing instructions 5.10)		
2.1	Senior Test Technician normal working hours	Per hour	R
2.2	Test technician normal working hours	Per hour	R
2.3	Specialist (out of town) normal working hours (see pricing instruction 5.14)	Per hour	R
2.4	Semi-skilled Worker/ Tech Assist normal working hours	Per hour	R
3	Overtime (see pricing instructions 5.10 and 5.11)		
3.1	Senior Test Technician		
3.1.1	Weekdays	Per hour	R

ITEM	DESCRIPTION	UNIT	Unit rate
3.1.2	Saturdays	Per hour	R
3.1.3	Sundays and Public Holidays	Per hour	R
3.2	Test Technician		
3.2.1	Weekdays	Per hour	R
3.2.2	Saturdays	Per hour	R
3.2.3	Sundays and Public Holidays	Per hour	R
3.3	Specialist (out of town) (see pricing instruction 5.14)		
3.3.1	Week days	Per hour	R
3.3.2	Saturdays	Per hour	R
3.3.3	Sundays and Public Holidays	Per hour	R
3.4	Semi-skilled worker / Test technician Assistant		
3.4.1	Weekdays	Per hour	R
3.4.2	Saturdays	Per hour	R
3.4.3	Sundays and Public Holidays	Per hour	R
3.5	Travelling (see pricing instructions 5.12 and 5.13)		
3.5.1	Sedan	Per km	R
3.5.2	LDV	Per km	R
3.6	Training (see specification clause 13.3.5 and pricing instruction 5.17)		
3.6.1	Transformer testing training course (5 people)	Per course	R
3.6.2	OLTC testing training course (5 people)	Per course	R

Pricing Instructions:

- 5.1 State the rates and prices in Rand unless instructed otherwise in the tender conditions.
- 5.2 All prices shall be tendered in accordance with the units specified in this schedule
- 5.3 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT)), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.
- 5.4 All prices tendered and required for the execution of the tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.
- 5.5 Rates shall be all-inclusive of total costs incurred per unit to perform the routine maintenance on power transformers as per clause 13.1.2 and inspection and maintenance on OLTC's as defined 13.2.3.1 and 13.2.3.2 in the specification, including sundries (as defined in clause 13.4.26 of the specification) and labour (at normal working hours) excluding cost of material such as bushings, silica gel breathers, valves and material that shall be quoted on separately and transport cost which shall be based on the transport rate per km as provided for in the applicable section A or B of this pricing schedule. The rates shall include labour hours during travelling from workshop to site and back and between sites.
- 5.6 Where a value is given in the Quantity column, a Rate and Price (the product of the Quantity and Rate) is required to be inserted in the relevant columns.
- 5.7 The successful tenderer is required to perform all tasks listed against each item. The tenderer must therefore tender prices/rates on all items as per the section in the Price Schedule. **An item against which no rate is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item. The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.**
- 5.8 Provide fixed rates and prices for the duration of the contract except as otherwise provided for in clause 17 of the Conditions of Contract and as amplified in the Special Conditions of Contract.
- 5.9 For items not listed in this schedule, the service provider shall supply various OEM approved or certified equivalent spares or components that compatible with the equipment, at cost price plus 10% mark-up upon request and approval by CCT. Prices must be reasonable and market related and a quotation with copies of spares/component price lists for ordered parts must be provided. Invoices for these items shall be accompanied by copies of the supplier's original invoices.
- 5.10 The normal working hours are any 8-hour period up to 16:00 during the week. No planned work will be done out of normal working hours without prior approval of the City of Cape Town representative. Overtime (as agreed by the City of Cape Town Representative) – After hours and Saturday time rates shall be the rates stated above multiplied by a factor of 1.5 (excluding items mentioned in 5.12 below). The Sunday and Public Holiday time rates shall be the rates stated above multiplied by a factor of 2.0. These factors are in terms of the Basic Conditions of Employment Act. If a priced item includes labour at the normal working hour rate, only the difference between the normal time and applicable overtime rate will be added to the priced item.
- 5.11 The Service provider shall request in writing approval prior to working overtime. Approval will be granted at the discretion of CCT. The Service provider shall, at request of CCT, indicate the benefit of the overtime to the Department. Emergency repairs will be exempted from the above prior approval process. Overtime shall be in accordance with the Basic Conditions of the Employment Act.

- 5.12 The rates for pricing schedule items shall include the elements stipulated in the table below:

Elements to be included in pricing schedule items	
Section A: item 5.4.3 low bed trucks	The rates shall include the labour
Section A: item 5.6.4 oil purification	The rates shall include plant and labour
Section B: item 3.6.3 oil purification	
Section A: item 5.6.3 Site Establishment	The rates shall include transport and labour
Section A: item 5.3 Travelling and item 5.4.1 Hydraulic Crane Truck	The rates shall include the vehicle only and not include any labour
Section B: item 3.3 Travelling and item 3.4.1 Hydraulic Crane Truck	
Section C: item 3.5 Travelling	
Section A: item 5.6.3 Transformer rigging jacking system, item 5.6.5 Non-heat and vacuum oil filtration plant, item 5.6.6 Dry air compressor and item 5.6.7 Oil drainage storage tank rental: 20 000 l	The rates shall include price for plant only
Section B: item 3.6.4 Non-heat and vacuum oil filtration plant, and item 3.6.5 Oil drainage storage tank rental: 20 000 l	

- 5.13 The service provider shall be responsible for providing accurate records of transport used, kilometers travelled and hours of use of plant as part of a claim/invoice. The service provider will reasonably be required to provide any additional information deemed necessary by CCT in order to process claims/invoices.
- 5.14 A specialist out of town shall be a specialist that has to travel from outside the cape metropolitan area and the rate for a specialist (out of town) shall include any living out allowance that he/she qualifies for. Should the deployment of the specialist require flights and accommodation, the cost shall be invoiced at a cost plus 10% administration fee and should the deployment be done via road transport the rates for traveling in the applicable section shall apply. The flights shall be economy class for both international and domestic travel. Guest houses, bed and breakfast or 3-star hotel accommodation can be utilised. The deployment of a specialist out of town including the costs for flights and accommodation shall require prior CCT approval.
- 5.15 The price for each electrical test shall be supplied in section C of this pricing schedule and shall be based on the duration hours competed in returnable schedule 14 C5 and shall exclude transport cost. The transport costs for electrical testing shall be based on the transport rate per km as provided for in section C of this pricing schedule.
- 5.16 The service provider shall note that in exceptional circumstances where the specified tests in schedule cannot be performed in the durations stipulated in this schedule, the hourly rates for the test team members shall be used to determine the price and shall require CCT approval prior to commencement of any work.
- 5.17 The rates for training courses and the rates for specialised training per day shall include all expenses, training instructor cost, disbursements and costs (e.g. transport, accommodation etc.). Venues for the training shall be provided by CCT.

INITIALS OF CITY OFFICIALS		
1	2	3

(6) SUPPORTING SCHEDULES**Schedule 1: Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums**

This schedule is to be completed if the tender is submitted by a partnership/joint venture/ consortium.

1. We, the undersigned, are submitting this tender offer as a partnership/ joint venture/ consortium and hereby authorize Mr/Ms _____, of the authorised entity _____, acting in the capacity of Lead Partner, to sign all documents in connection with the tender offer and any contract resulting from it on the partnership/joint venture/ consortium's behalf.
2. By signing this schedule the partners to the partnership/joint venture/ consortium:
 - 2.1 warrant that the tender submitted is in accordance with the main business and objectives of the partnership/joint venture/ consortium;
 - 2.2 agree that the CCT shall make all payments in terms of this Contract into the following bank account of the Lead Partner:

Account Holder: _____

Financial Institution: _____

Branch Code: _____

Account No.: _____
 - 2.3 agree that in the event that there is a change in the partnership/ joint venture/ consortium and/or should a dispute arise between the partnership/joint venture/ consortium partners, that the CCT shall continue to make any/all payments due and payable in terms of the Contract into the aforesaid bank account until such time as the CCT is presented with a Court Order or an original agreement (signed by each and every partner of the partnership/joint venture/ consortium) notifying the CCT of the details of the new bank account into which it is required to make payment.
 - 2.4 agree that they shall be jointly and severally liable to the CCT for the due and proper fulfilment by the successful tenderer/supplier of its obligations in terms of the Contract as well as any damages suffered by the CCT as a result of breach by the successful tenderer/supplier. The partnership/joint venture/ consortium partners hereby renounce the benefits of excussion and division.

SIGNED BY THE PARTNERS OF THE PARTNERSHIP/ JOINT VENTURE/ CONSORTIUM		
NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....

Note: A copy of the Joint Venture Agreement shall be appended to List of other documents attached by tenderer schedule.

Schedule 2: Declaration for Procurement above R10 million

If the value of the transaction is expected to exceed R10 million (VAT included) the tenderer shall complete the following questionnaire, attach the necessary documents and sign this schedule:

1. Are you by law required to prepare annual financial statements for auditing ? (Please mark with X)

YES		NO	
-----	--	----	--

1.1 If YES, submit audited annual financial statements:

- (i) for the past three years, or
(ii) since the date of establishment of the tenderer (if established during the past three years)

By attaching such audited financial statements to **List of other documents attached by tenderer** schedule.

2. Do you have any outstanding undisputed commitments for municipal services towards the CCT or other municipality in respect of which payment is overdue for more than 30 (thirty) days? (Please mark with X)

YES		NO	
-----	--	----	--

- 2.1 If NO, this serves to certify that the tenderer has no undisputed commitments for municipal services towards any municipality for more than three (3) (three) months in respect of which payment is overdue for more than 30 (thirty) days.

- 2.2 If YES, provide particulars:

3. Has any contract been awarded to you by an organ of state during the past five (5) years? (Please mark with X)

YES		NO	
-----	--	----	--

3.1 If YES, insert particulars in the table below including particulars of any material non-compliance or dispute concerning the execution of such contract. Alternatively attach the particulars to **List of other documents attached by tenderer** schedule in the same format as the table below:

Organ of State	Contract Description	Contract Period	Non-compliance/dispute (if any)

4. Will any portion of the goods or services be sourced from outside the Republic, and if so, what portion and whether any portion of payment from the CCT is expected to be transferred out of the Republic? (Please mark with X)

YES		NO	
-----	--	----	--

4.1 If YES, furnish particulars below

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the employer of any other remedies available to it.

 Signature
 Print name:
 On behalf of the tenderer (duly authorised)

 Date

Schedule 3:

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

Definitions

The following definitions shall apply to this schedule:

- (a) “tender” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “price” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “rand value” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “tender for income-generating contracts” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “the Act” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis:

80/20

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 points is allocated for price on the following basis:

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Race (Ownership)	N/A	20	N/A	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[Tick applicable box]

- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
- i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 4.1 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
 - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

For official use.

SIGNATURE OF CITY OFFICIALS AT
TENDER OPENING

1.	2.	3.
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Schedule 4: Declaration of Interest – State Employees (MBD 4 amended)

1. No bid will be accepted from:
 - 1.1 persons in the service of the state¹, or
 - 1.2 if the person is not a natural person, of which any director, manager or principal shareholder or stakeholder is in the service of the state, or
 - 1.3 from persons, or entities of which any director, manager or principal shareholder or stakeholder, has been in the service of the City of Cape Town during the twelve months after the City employee has left the employ of the City, or
 - 1.4 from an entity who has employed a former City employee who was at a level of T14 or higher at the time of leaving the City's employ and involved in any of the City's bid committees for the bid submitted, if:
 - 1.4.1 the City employee left the City's employment voluntarily, during a period of 12 months after the City employee has left the employ of the City;
 - 1.4.2 the City employee left the City's employment whilst facing disciplinary action by the City, during a period of 24 months after the City employee has left the employ of the City, or any other period prescribed by applicable legislative provisions, after having left the City's employ.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the tenderer or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name of tenderer or his or her representative:.....
 - 3.2 Identity Number:.....
 - 3.3 Position occupied in the Company (director, trustee, shareholder²).....
 - 3.4 Company or Close Corporation Registration Number:.....
 - 3.5 Tax Reference Number.....
 - 3.6 VAT Registration Number:.....
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars
 - 3.9 Have you been in the service of the state for the past twelve months? **YES / NO**
 - 3.9.1 If yes, furnish particulars
 - 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
 - 3.10.1 If yes, furnish particulars
 - 3.11 Are you, aware of any relationship (family, friend, other) between any other tenderer and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
 - 3.11.1 If yes, furnish particulars.....
 - 3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
 - 3.12.1 If yes, furnish particulars

- 3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars

- 3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? **YES / NO**

3.14.1 If yes, furnish particulars

- 3.15 Have you, or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company been in the service of the City of Cape Town in the past twelve months? **YES / NO**

3.15.1 If yes, furnish particulars

- 3.16 Do you have any employees who was in the service of the City of Cape Town at a level of T14 or higher at the time they left the employ of the City, and who was involved in any of the City's bid committees for this bid? **YES / NO**

3.16.1 If yes, furnish particulars

4. Full details of directors / trustees / members / shareholders

Full Name	Identity Number	State Employee Number

If the above table does not sufficient to provide the details of all directors / trustees / shareholders, please append full details to the tender submission.

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the employer of any other remedies available to it.

Signature
Print name:
On behalf of the tenderer (duly authorised)

Date

¹MSCM Regulations: “in the service of the state” means to be –

- (a) a member of –**
 - (i) any municipal council;**
 - (ii) any provincial legislature; or**
 - (iii) the national Assembly or the national Council of provinces;**
- (b) a member of the board of directors of any municipal entity;**
- (c) an official of any municipality or municipal entity;**
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);**
- (e) an executive member of the accounting authority of any national or provincial public entity; or**
- (f) an employee of Parliament or a provincial legislature.**

² Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

Schedule 5: Conflict of Interest Declaration

1. The tenderer shall declare whether it has any conflict of interest in the transaction for which the tender is submitted. (Please mark with X)

YES		NO	
-----	--	----	--

- 1.1 If yes, the tenderer is required to set out the particulars in the table below:

2. The tenderer shall declare whether it has directly or through a representative or intermediary promised, offered or granted:

2.1 any inducement or reward to the CCT for or in connection with the award of this contract; or

2.2 any reward, gift, favour or hospitality to any official or any other role player involved in the implementation of the supply chain management policy. (Please mark with X)

YES		NO	
-----	--	----	--

If yes, the tenderer is required to set out the particulars in the table below:

Should the tenderer be aware of any corrupt or fraudulent transactions relating to the procurement process of the City of Cape Town, please contact the following:

the City's anti-corruption hotline at 0800 32 31 30 (toll free)

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the employer of any other remedies available to it.

Signature
Print name:
On behalf of the tenderer (duly authorised)

Date

Schedule 6: Declaration of Tenderer's Past Supply Chain Management Practices (MBD 8)

Where the entity tendering is a partnership/joint venture/consortium, each party to the partnership/joint venture/consortium must sign a declaration in terms of the Municipal Finance Management Act, Act 56 Of 2003, and attach it to this schedule.

- 1 The tender offer of any tenderer may be rejected if that tenderer or any of its directors/members have:**
- a) abused the municipality's / municipal entity's supply chain management system or committed any fraudulent conduct in relation to such system;
 - b) been convicted for fraud or corruption during the past five years;
 - c) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or Database of Restricted Suppliers.
- 2 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
2.1	<p>Is the tenderer or any of its directors/members listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
2.1.1	If so, furnish particulars:		
2.2	<p>Is the tenderer or any of its directors/members listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or Database of Restricted Suppliers?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
2.2.1	If so, furnish particulars:		
2.3	<p>Was the tenderer or any of its directors/members convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
2.3.1	If so, furnish particulars:		

Item	Question	Yes	No
2.4	Does the tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.4.1	If so, furnish particulars:		
2.5	Was any contract between the tenderer and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.7.1	If so, furnish particulars:		

The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, , restriction of the tenderer or the exercise by the employer of any other remedies available to it.

 Signature
 Print name:
 On behalf of the tenderer (duly authorised)

 Date

Schedule 7: Authorisation for the Deduction of Outstanding Amounts Owed to the City of Cape Town

To: THE CITY MANAGER, CITY OF CAPE TOWN

From: _____
(Name of tenderer)

RE: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CITY OF CAPE TOWN

The tenderer:

- a) hereby acknowledges that according to SCM Regulation 38(1)(d)(i) the City Manager may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the tenderer (or any of its directors/members/partners) to the CCT, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months; and
- b) therefore hereby agrees and authorises the CCT to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the tenderer; and
- c) confirms the information as set out in the tables below for the purpose of giving effect to b) above;
- d) The tenderer hereby certifies that the information set out in this schedule and/or attached hereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in steps being taken against the tenderer, the tender being disqualified, and/or (in the event that the tenderer is successful) the cancellation of the contract, restriction of the tenderer or the exercise by the employer of any other remedies available to it.

Physical Business address(es) of the tenderer	Municipal Account number(s)

If there is not enough space for all the names, please attach the information to **List of other documents attached by tenderer** schedule in the same format:

Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)

Signature
Print name:
On behalf of the tenderer (duly authorised)

Date

Schedule 8: Contract Price Adjustment and/or Rate of Exchange Variation

8.1 PRICING INSTRUCTIONS

8.1.1 The Contract Price Adjustment mechanisms and/or provisions relating to Rate of Exchange Variation contained in this schedule are compulsory and binding on all tenderers.

8.1.2 The prices tendered on the pricing schedule shall be subject to price adjustment as follows:

The tendered items are subject to contract price adjustment based on SEIFSA INDICES and MATERIALS SUPPLIER'S PRICE LISTS as defined in the table below.

CPA Category	CPA Method	SEIFSA Table	Applicable Items
Labour	$A = 0.9 \times V \times (X_e/X_o - 1)$	Table C3	Section A: Part 1 - all items, Part 5 - Items 5.1 all items, 5.2 all items, 5.5 all items, 5.6.1, 5.6.2 all items
			Section B: Part 1 and Part 2 (a) all items, Part 3 item 3.1 all items, 3.2 all items, 3.5 all items, 3.6.1,
			Section C: 1 all items, 2 all items, 3.1 to 3.4 all items, 3.6 all items
Plant	$A = 0.9 \times V \times (X_e/X_o - 1)$	Table P-2 (lifting and handling equipment)	Section A: Part 5 - Items 5.4.2 all items, 5.6.3 to 5.6.6,
		Table P-2 (trucks)	Section B: Part 3 – 3.6.2 to 3.6.4
			Section A: Part 5 – Items 5.4.1.1, 5.4.1.3, 5.4.3 all items
			Section B: Part 3 – 3.4.1.1
Transport	$A = 0.9 \times V \times (X_e/X_o - 1)$	Table L1(A)	Section C: 3.5 all items
			Section A: Part 5 - 5.3 all items, 5.4.1.2, 5.4.1.4, 5.4.4 all items
			Section B: Part 3 - 3.3 all items, 3.4.1.2
Materials	Materials Supplier Price Lists (adjusted annually)	N/A	Section A: Part 3 and 4 - all items, 5.6.7 all items
Materials	Materials Supplier Price Lists (on placement of a works order)	N/A	Section A: Part 2 - all items, 5.7 all items
			Section B: Part 1 and Part 2 (b) and (c) all items

Where:

A = the adjusted amount

0.9 = a constant which provides for a 10% non-adjustable element

V = the tendered value of such item

X_e = the value of the index applicable to an item shall be the index 1 month prior to the month of application

X_o = the value of the index applicable to an item for the base month as defined in 8.1.2.1

8.1.2.1 Labour, Plant and Transport

A minimum of 10% of the tender price shall be fixed and free of variation for the duration of the contract.

Adjustment to the Contract Price for the labour, plant and transport components, shall be allowed **only** for variations in the cost of labour, plant and transport based on the indices published by the Steel and Engineering Industries Federation of South Africa (SEIFSA) using the formula described indicated in the table above.

The base month for Contract Price Adjustment calculations shall be the calendar month prior to the month of the closing date for tenders, and published indices applicable to this month shall be used.

The contracted prices shall be fixed for 12 months from the commencement of the contract and shall be adjusted per item, one month prior to the annual anniversary of the contract based on the SEIFSA indices published in the calendar month of application for the amended contract prices.

The process to be followed by Contractors for claims for contract price adjustment in terms of SEIFSA shall be as follows:

- a) The Contractor shall approach the Employer in writing one month prior the annual anniversary of the contract with an application for the amended unit prices of the items to be applicable to the contract during the following year of the contract.
- b) The application shall be based upon the SEIFSA indices published during the calendar month of application (published before the end of the third week of the month and detailing the latest available indices) and shall detail the proposed adjusted unit prices for the Goods and include detailed calculations indicating how the adjusted unit prices per item have been established.
- c) Calculations of the contract price adjustment shall use the original tendered unit rates, the base indices, the indices published in the calendar month of application and the SEIFSA formula and shall contain no other factors or adjustments.
- d) The Employer will check and approve the proposed unit prices for the following month prior to the last Friday of the month of application. The Employer will notify the Contractor in writing of approval of the adjusted prices. Any communications regarding approval of the proposed adjusted prices shall be completed before the end of the month of the application for the amended unit prices for the Goods.
- e) The Employer will update the SAP Contract records at the end of the month with the approved amended unit prices for the following year of the contract.
- f) All purchase orders for the contracted Goods issued during the year of the contract shall be issued, invoiced and paid at the contract unit prices approved for that year of contract and no further contract price adjustment claims will be considered, irrespective of the actual year of delivery and whether or not deliveries were subject to any manufacturing or delivery delays.
- g) The required delivery dates for orders for the contracted Goods placed by the Employer will be determined based upon the date of issue of the purchase order and the contract delivery period.
- h) Failure by the Contractor to submit claims for Contract Price Adjustment within the timeframes detailed above will result in the unit rates for the Goods concerned being determined by the Employer in accordance with the published SEIFSA indices. The Employer however reserves the right in such a case not to amend the unit rates for the Goods if it is not to the Employer's advantage.

8.1.2.2 MATERIALS

Adjustment to the Contract Price for material shall be subject to variation based on SUPPLIER/MANUFACTURER PRICE LIST VARIATIONS for annually adjusted material prices as well as adjusted material prices on request for a price from the service provider. The following will be applicable:

8.1.2.2.1 Material prices adjusted annually

Contractors shall make the application for contract price adjustment prior to the date upon which the price adjustment would become effective.

The effective date of any price adjustment granted will be the first day of the month following the month during which the fully substantiated application for contract price adjustment is submitted and approved or, by agreement between the Contractor and the Employer, a subsequent date on which the price adjustment will become effective.

In instances where the Contractor's price adjustment claimed is less than entitled, the lesser price will be accepted.

Purchase orders placed prior to the effective date of any price increase shall be placed at the previously agreed price, not the claimed adjusted price.

Only the difference in cost may be adjusted and under no circumstances may the Contractor increase their profit margin.

The process to be followed by the Contractor for claims for contract price adjustment shall be as follows:

- a) The Contractor shall submit all of the documentation indicated below a minimum one month prior to the effective date of the contract price adjustment.
- b) The Employer will consider the proposed contract price adjustment and based on the documentary evidence, the Employer may approve the adjustment.
- c) A letter authorising the price adjustment will be issued to the Contractor.
- d) All purchase orders issued subsequent to the effective date of the contract price adjustment will be issued at the approved adjusted contract price.

The Contractor shall supply the following documentation when applying for a contract price adjustment:

- a) The price list that the tender was based upon clearly indicating the items numbered according to the tender pricing schedule.
- b) The new price list from the same Supplier / Manufacturer as originally tendered and clearly indicating the items numbered according to the tender pricing schedule and the revised price applicable to each item.
- c) Detailed calculations indicating how the new price has been established.
- d) A covering letter on the Contractor's letterhead requesting the contract price adjustment.
- e) All documentation is to be signed by the Supplier / Manufacturer and by the Contractor.

In the event of a Contractor changing their Supplier / Manufacturer during the tenure of the contract, no request for price variations will be considered unless the Contractor has obtained prior approval from the City for the change of Supplier / Manufacturer. Such approval shall include technical approval by the Engineer of the goods supplied by the replacement Supplier / Manufacturer. Technical approval by the Engineer shall be a prerequisite for any change of Supplier / Manufacturer.

8.1.2.2.2 Material prices adjusted with placement of works order

Contractors shall make the application for contract price adjustment on submission of a price on request by CCT.

The price adjustment will be granted and become effective upon acceptance of the price.

In instances where the Contractor's price adjustment claimed is less than entitled, the lesser price will be accepted.

Only the difference in cost may be adjusted and under no circumstances may the Contractor increase their profit margin.

The process to be followed by the Contractor for claims for contract price adjustment shall be as follows:

- a) The Contractor shall submit all of the documentation indicated below on submission of the adjusted price.
- b) The Employer will consider the proposed contract price adjustment and based on the documentary evidence, the Employer may approve the adjustment.

The Contractor shall supply the following documentation when applying for a contract price adjustment:

- a) The price list that the tender was based upon clearly indicating the items numbered according to the tender pricing schedule.
- b) The new price list from the same Supplier / Manufacturer as originally tendered and clearly indicating the items numbered according to the tender pricing schedule and the revised price applicable to each item.
- c) Detailed calculations indicating how the new price has been established.
- d) A covering letter on the Contractor's letterhead requesting the contract price adjustment.
- e) All documentation is to be signed by the Supplier / Manufacturer and by the Contractor.

In the event of a Contractor changing their Supplier / Manufacturer during the tenure of the contract, no request for price variations will be considered unless the Contractor has obtained prior approval from the City for the

change of Supplier / Manufacturer. Such approval shall include technical approval by the Engineer of the goods supplied by the replacement Supplier / Manufacturer. Technical approval by the Engineer shall be a prerequisite for any change of Supplier / Manufacturer.

8.2 Contract Price Adjustment – General

8.2.1 All requests for variation in the contract price shall be submitted in writing as follows:

- By letter to: Director Supply Chain Management, City of Cape Town, P O Box 655, Cape Town, 8000, or
- by email to: CPA.Request@capetown.gov.za

prior to the date upon which the price adjustment would become effective.

8.2.2 When submitting an application for contract price adjustment the Contractor shall provide the applicable month's actual indices for the SEIFSA Table No's or the supplier's actual published pricelists applicable to the particular month, and the actual revised rate proposed for each item. The information shall be supplied in the format that is provided below. A mere notification of an application for contract price adjustment without stating the adjusted price claimed for each item shall, for the purpose of this clause, not be regarded as a valid claim.

8.2.3 The Employer reserves the right to request the Contractor to submit auditor's certificates or such other documentary proof as it may require in order to verify a claim for contract price adjustment. Should the supplier fail to submit such auditor's certificates or other documentary proof to the City of Cape Town within a period of 30 (thirty) days from the date of the request, it shall be presumed that the supplier has abandoned his claim

Item No	Description	Tender Price	Old Manufacturer Price List (excl VAT) or Base Seifsa Index (Xo)	New Manufacturer Price List (excl VAT) or applicable Seifsa Index (Xe)	Difference between the old and new manufacturer Price list or the adjusted amount (A) using SEIFSA indices	New Contract Price (excl VAT)

Schedule 9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender [DRAFTER TO INSERT TENDER NUMBER AND DESCRIPTION] in response to the tender invitation made by THE CITY OF CAPE TOWN, do hereby make the following statements, which I certify to be true and complete in every respect:

I certify, on behalf of : _____ (Name of tenderer)

That:

1. I have read and I understand the contents of this Certificate;
2. I understand that this tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorised by the tenderer to sign this Certificate, and to submit this tender, on behalf of the tenderer;
4. Each person whose signature appears on this tender has been authorised by the tenderer to determine the terms of, and to sign, the tender on behalf of the tenderer;
5. For the purposes of this Certificate and this tender, I understand that the word 'competitor' shall include any individual or organisation other than the tenderer, whether or not affiliated with the tenderer, who:
 - (a) has been requested to submit a tender in response to this tender invitation;
 - (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.
6. The tenderer has arrived at this tender independently from and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium¹ will not be construed as collusive price quoting.
7. In particular, without limiting the generality of paragraphs 5 and 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation);
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit a tender;
 - (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - (f) tendering with the intention not to win the contract.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.
9. The terms of this tender have not been and will not be disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act, Act 89 of 1998, and/or may be reported to the National Prosecuting Authority (NPA) for criminal investigation, and/or may be restricted from conducting business with the public sector for a period not exceeding 10 (ten) years in terms of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, or any other applicable legislation.

Signature

Date

Name (PRINT)

(For and on behalf of the Tenderer (duly authorised))

(¹ Consortium: Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.)

Schedule 10: Price Basis for Imported Resources	
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[illegible]

*** State Customs Duty Tariff Reference for each item**

Note:

Note that any Resources not inserted in this Returnable 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:

Schedule 11: Schedule of Pre-Qualification Criteria Sub-Contractors

Not applicable.

Schedule 12: List of other documents attached by tenderer
--

The tenderer has attached to this schedule, the following additional documentation:		
	Date of Document	Title of Document or Description (refer to clauses / schedules of this tender document where applicable)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		

Attach additional pages if more space is required.

 Signature
 Print name:
 On behalf of the tenderer (duly authorised)

 Date

Schedule 13: Record of Addenda to Tender Documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER:

Schedule 14: Information to be provided with the tender
--

The following information shall be provided for each of the sections of the specification as follows:

RETURNABLE SCHEDULES FOR SECTION A: REQUIREMENTS FOR WORK ON POWER TRANSFORMERS

Item	Schedule to be completed	Technical requirements
1.	Schedule 14 A1: Tenderer's Relevant Experience in the specified work on Power Transformers	Requirements are as per clause 13.1.1.1 of this specification.
2.	Schedule 14 A2: Supervisors experience in the specified work on HV Power Transformers	Requirements are as per clause 13.1.1.2 of this specification
3.	Schedule 14 A3: Service Technicians relevant experience to perform the specified work on HV Power Transformers	Requirements are as per clause 13.1.1.3 of this specification
4.	Schedule 14 A4:Transport And Plant required for the specified work HV Power Transformers	Requirements are as per clause 13.1.1.5 of this specification
5.	Schedule 14 A5:Proof of access to OEM approved or certified equivalent spares for HV Power Transformers	Requirements are as per clause 13.1.9 of this specification
6.	Schedule 14 A6: Training Instructors experience in specified training on HV Power Transformers	Requirements are as per clause 13.4.25 of this specification
7.	Schedule 14 A7: Specified HV Power Transformer course contents, durations and prerequisites of participants	Requirements are as per clause 13.4.25 of this specification
8.	Schedule 14 A8: Sample Routine Maintenance report and Repair/Refurbishment report for work on HV Power Transformers	The sample reports shall meet the requirements of 13.1.8 of this specification.

Note: schedules 4 – 8 are required for internal purposes of CCT and not evaluation of the tender

SCHEDULE 14 A1: TENDERER'S RELEVANT EXPERIENCE IN THE SPECIFIED WORK ON HV POWER TRANSFORMERS

Details of tenderers proven track record of relevant experience on Power Transformers, NER's and NECRT's

[illegible]

TENDER NO: 248S/2022/23

No.	Description of work	Client & Contact Person	Contact Number	Duration & Date

SIGNED ON BEHALF OF TENDERER:

SCHEDULE 14 A2: SUPERVISORS EXPERIENCE IN THE SPECIFIED WORK ON HV POWER TRANSFORMERS

COMPLETE SEPARATE FORMS PER SUPERVISOR - Details of supervisor's minimum 5 years relevant experience and technical knowledge of work on HV Power Transformers. The detailed CV for each Supervisor shall be attached to the completed schedule.

Name of Supervisor:				
	Description of relevant work performed	Details of Plant	Client and contact no.	Duration & Date
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

SIGNED ON BEHALF OF TENDERER:

Name of Supervisor:				
	Description of relevant work performed	Details of Plant	Client and contact no.	Duration & Date
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

SIGNED ON BEHALF OF TENDERER:

Name of Supervisor:				
	Description of relevant work performed	Details of Plant	Client and contact no.	Duration & Date
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

SIGNED ON BEHALF OF TENDERER:

Name of Supervisor:				
	Description of relevant work performed	Details of Plant	Client and contact no.	Duration & Date
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

SIGNED ON BEHALF OF TENDERER:

SCHEDULE 14 A3: SERVICE TECHNICIAN EXPERIENCE IN THE SPECIFIED WORK ON HV POWER TRANSFORMERS

COMPLETE SEPARATE FORMS PER SERVICE TECHNICIAN - Details of Service Technician's minimum 3 years relevant experience and technical knowledge of work of HV Power Transformers. The detailed CV for each Service Technician shall be attached to the completed schedule.

Name of Service Technician:				
No.	Description of relevant work performed	Details of Plant	Client Name and Contact No.	Duration & Date

SIGNED ON BEHALF OF TENDERER:

Name of Service Technician:				
No.	Description of relevant work performed	Details of Plant	Client Name and Contact No.	Duration & Date

SIGNED ON BEHALF OF TENDERER:

Name of Service Technician:				
No.	Description of relevant work performed	Details of Plant	Client Name and Contact No.	Duration & Date

SIGNED ON BEHALF OF TENDERER:

Name of Service Technician:				
No.	Description of relevant work performed	Details of Plant	Client Name and Contact No.	Duration & Date

SIGNED ON BEHALF OF TENDERER:

SCHEDULE 14 A4: TRANSPORT AND PLANT REQUIRED FOR THE SPECIFIED WORK HV POWER TRANSFORMERS

Details of Vehicles and Plant to demonstrate capability to perform work on HV Power Transformers

Light Duty Vehicles	Make and Model	Owned /Hired	Registration or attach Rental Agreement
Heavy Load Vehicles	Make and Model	Owned /Hired	Registration or attach Rental Agreement
Trailers	Make and Model	Owned /Hired	Registration or attach Rental Agreement

TENDER NO: 248S/2022/23

Plant	Make and Model	Owned /Hired

SIGNED ON BEHALF OF TENDERER:

SCHEDULE 14 A5: PROOF OF ACCESS TO OEM APPROVED OR CERTIFIED EQUIVALENT SPARES FOR HV POWER TRANSFORMERS

Attach proof of access to spares - Letters from suppliers confirming and account or copy of supplier agreements

SCHEDULE 14 A6: TRAINING INSTRUCTOR’S EXPERIENCE IN SPECIFIED TRAINING ON HV POWER TRANSFORMERS
COMPLETE SEPARATE FORMS PER TRAINING INSTRUCTOR (if required) - Details of minimum 3 years’ experience of providing the specified training.
The detailed CV for each training instructor shall be attached to the completed schedule.

Name of Training Instructor:				
No.	Details of the course(s) presented	Client Name and Contact No.	Duration	Date

SIGNED ON BEHALF OF TENDERER:

**SCHEDULE 14 A7: SPECIFIED HV POWER TRANSFORMER COURSE CONTENTS,
DURATIONS AND PREREQUISITES OF PARTICIPANTS (INCLUDING ANY ADDITIONAL
COURSES)**

Attach required course information and include details of any other relevant training as well

**SCHEDULE 14 A8: SAMPLE ROUTINE MAINTENANCE REPORT AND
REPAIR/REFURBISHMENT REPORT FOR WORK ON HV POWER TRANSFORMERS**

Attach sample reports

RETURNABLE SCHEDULES FOR SECTION B: REQUIREMENTS FOR WORK ON OLTC'S

Item	Schedule to be completed	Technical requirements
1.	Schedule 14 B1: Tenderer's Relevant experience in the specified work on OLTC's	Requirements are as per clause 13.2.2.1 of this specification
2.	Schedule 14 B2: Supervisors experience in the specified work on OLTC's	Requirements are as per clause 13.2.2.2 of this specification
3.	Schedule 14 B3: Service Technician's experience in the specified work on OLTC's and certifications where applicable	Requirements are as per clause 13.2.2.4 of this specification
4.	Schedule 14 B4: Transport And Plant required for the specified work on OLTC's	Requirements are as per clause 13.2.2.7 of this specification
5.	Schedule 14 B5: Proof of access to OEM approved or Certified equivalent spares for OLTC's	Requirements are as per clause Error! Reference source not found. of this specification
6.	Schedule 14 B6: Training Instructors experience in specified training on OLTC's	Requirements are as per clause 13.4.25 of this specification
7.	Schedule 14 B7: Specified OLTC course contents, durations and prerequisites of participants	Requirements are as per clause 13.4.25 of this specification
8.	Schedule 14 B8: Sample Inspection and Maintenance report and Repair/Refurbishment report for work on OLTC's	The sample reports shall meet the requirements of 13.2.3 of the specification.

Note: schedules 4 – 8 are required for internal purposes of CCT and not evaluation of the tender

SCHEDULE 14 B1: TENDERER'S RELEVANT EXPERIENCE IN THE SPECIFIED WORK ON OLTC'S

Details of tenderers proven track record of relevant experience on OLTC's

[illegible]

TENDER NO: 248S/2022/23

No.	Description of work	Client & Contact Person	Contact Number	Duration & Date
2				
3				
4				
5				
6				
7				
8				
9				
10				

SIGNED ON BEHALF OF TENDERER:

SCHEDULE 14 B2: SUPERVISORS EXPERIENCE IN THE SPECIFIED WORK ON OLTC'S

COMPLETE SEPARATE FORMS PER SUPERVISOR - Details of supervisor's minimum 5 years relevant experience and technical knowledge of work OLTC's. The detailed CV for each Supervisor shall be attached to the completed schedule.

Name Supervisor:				
	Description of relevant work performed	Details of Plant	Client and contact no.	Duration & Date
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

SIGNED ON BEHALF OF TENDERER:

Name Supervisor:				
	Description of relevant work performed	Details of Plant	Client and contact no.	Duration & Date
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

SIGNED ON BEHALF OF TENDERER:

Name Supervisor:				
	Description of relevant work performed	Details of Plant	Client and contact no.	Duration & Date
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

SIGNED ON BEHALF OF TENDERER:

Name Supervisor:				
	Description of relevant work performed	Details of Plant	Client and contact no.	Duration & Date
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

SIGNED ON BEHALF OF TENDERER:

SCHEDULE 14 B3: SERVICE TECHNICIAN EXPERIENCE IN THE SPECIFIED WORK ON OLTC'S

COMPLETE SEPARATE FORMS PER SERVICE TECHNICIAN - Details of Service Technician's minimum 3 years relevant experience and technical knowledge of work on OLTC's. The detailed CV and certifications (where applicable) for each Service Technician shall be attached to the completed schedule.

Name of Service Technician:				
No.	Description of relevant work performed	Details of Plant	Client Name and Contact No.	Duration & Date

SIGNED ON BEHALF OF TENDERER:

Name of Service Technician:				
No.	Description of relevant work performed	Details of Plant	Client Name and Contact No.	Duration & Date

SIGNED ON BEHALF OF TENDERER:

Name of Service Technician:				
No.	Description of relevant work performed	Details of Plant	Client Name and Contact No.	Duration & Date

SIGNED ON BEHALF OF TENDERER:

Name of Service Technician:				
No.	Description of relevant work performed	Details of Plant	Client Name and Contact No.	Duration & Date

SIGNED ON BEHALF OF TENDERER:

SCHEDULE 14 B4: TRANSPORT AND PLANT FOR WORK ON OLTC'S

Details of Vehicles and Plant to demonstrate capability to perform work on OLTC'S

Light Duty Vehicles	Make and Model	Owned /Hired	Registration or attach Rental Agreement
Heavy Load Vehicles	Make and Model	Owned /Hired	Registration or attach Rental Agreement
Trailers	Make and Model	Owned /Hired	Registration or attach Rental Agreement

TENDER NO: 248S/2022/23

Plant	Make and Model	Owned /Hired

SIGNED ON BEHALF OF TENDERER:

**SCHEDULE 14 B5: PROOF OF ACCESS TO OEM APPROVED OR CERTIFIED EQUIVALENT
SPARES REQUIRED FOR OLTC's**

Attach proof of access to spares - Letters from suppliers confirming an account or copy of supplier agreement

SCHEDULE 14 B6: TRAINING INSTRUCTOR’S EXPERIENCE ON THE SPECIFIED OLTC TRAINING
COMPLETE SEPARATE FORMS PER TRAINING INSTRUCTOR - Details of minimum 3 years’ experience of providing the specified training. The detailed CV for each training instructor shall be attached to the completed schedule.

Name of Training Instructor:				
No.	Details of the course(s) presented	Client Name and Contact No.	Duration	Date

SIGNED ON BEHALF OF TENDERER:

**SCHEDULE 14 B7: SPECIFIED TRAINING ON OLTC'S PROVIDE COURSE CONTENTS,
DURATIONS AND PREREQUISITES OF PARTICIPANTS**

Attach required course information and include details of any other relevant training as well)

**SCHEDULE 14 B8: SAMPLE INSPECTION AND MAINTENANCE REPORT AND
REFURBISHMENT REPORT FOR WORK ON OLTC's**

Attach sample reports

RETURNABLE SCHEDULES FOR SECTION C: REQUIREMENTS FOR ELECTRICAL TESTING

Item	Schedule to be completed	Technical requirements
1.	Schedule 14 C1: Tenderer's relevant experience in specified Electrical Testing	Requirements are as per clause 13.3.4.1 of this specification
2.	Schedule 14 C2: Senior Test Technicians' minimum 5 years' experience in interpreting specified Electrical Test results	Requirements are as per clause 13.3.3.3 of this specification
3.	Schedule 14 C3: Test Technicians' minimum 3 years relevant experience in the specified Electrical Tests	Requirements are as per clause 13.3.3.1 of this specification
4.	Schedule 14 C4: Register of Test Equipment with Make and Model and Serial Numbers	Requirements are as per clause 13.3.2.4 of this specification
5.	Schedule 14 C5: Durations for each type of Electrical Test specified	Requirements are as per clause 13.3.4.5 of this specification
6.	Schedule 14 C6: Test procedures for all specified Electrical Tests	Requirements are as per clause 13.3.1.1 of this specification
7.	Schedule 14 C7: Specified Electrical Testing Course Contents, Durations and Prerequisites of Participants	Requirements are as per clause 13.3.5 of this specification
8.	Schedule 14 C8: Training Instructor's Experience in the specified Training on Electrical Testing	Requirements are as per clause 13.3.5 of this specification
9.	Schedule 14 C9: Sample Test Report on a Sequence of Tests performed	The sample reports shall meet the requirements of 13.3.1.3 and 13.3.1.4 of the specification.

Note: schedules 4 – 9 are required for internal purposes of CCT and not evaluation of the tender

SCHEDULE 14 C1: TENDERER'S RELEVANT EXPERIENCE IN SPECIFIED ELECTRICAL TESTING

Details of tenderers proven track record of relevant experience in Electrical Testing

[illegible]

	Description of work	Client & Contact Person	Contact Number	Duration & Duration

SIGNED ON BEHALF OF TENDERER:

SCHEDULE 14 C2: SENIOR TEST TECHNICIANS' MINIMUM 5 YEARS EXPERIENCE IN INTERPRETING SPECIFIED ELECTRICAL TEST RESULTS
COMPLETE SEPARATE FORMS PER SENIOR TEST TECHNICIAN - The detailed CV for each Senior Test Technician shall be attached to the completed schedule.

Name of Senior Test Technician:				
	Description of Tests performed and details of Plant Tested	Type of Test	Client and contact no.	Date
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

SIGNED ON BEHALF OF TENDERER:

Name of Senior Test Technician:				
	Description of Tests performed and details of Plant Tested	Type of Test	Client and contact no.	Date
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

SIGNED ON BEHALF OF TENDERER:

Name of Senior Test Technician:				
	Description of Tests performed and details of Plant Tested	Type of Test	Client and contact no.	Date
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

SIGNED ON BEHALF OF TENDERER:

SCHEDULE 14 C3: TEST TECHNICIANS' MINIMUM 3 YEARS RELEVANT EXPERIENCE IN THE SPECIFIED ELECTRICAL TESTS**COMPLETE SEPARATE FORMS PER TEST TECHNICIAN** - The detailed CV for each Test Technician shall be attached to the completed schedule.

Name of Test Technician:				
	Description of Tests performed and details of Plant Tested	Type of Test	Client and contact no.	Date
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

SIGNED ON BEHALF OF TENDERER:

Name of Test Technician:				
	Description of Tests performed and details of Plant Tested	Type of Test	Client and contact no.	Date
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

SIGNED ON BEHALF OF TENDERER:

Name of Test Technician:				
	Description of Tests performed and details of Plant Tested	Type of Test	Client and contact no.	Date
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

SIGNED ON BEHALF OF TENDERER:

SCHEDULE 14 C4: REGISTER OF TEST EQUIPMENT AND SERIAL NUMBERS

Complete the table below that details equipment that will be used to perform the tests.

Electrical Test	Service Provider's Equipment (Make and Model)	Serial Number
Winding insulation power factor and capacitance		
Bushing insulation power factor and capacitance		
Exciting current		
Ratio		
Short circuit impedance		
Sweep Frequency Response Analysis		
DC winding resistance		
Dielectric Frequency Response/Frequency Domain Spectroscopy		
DC core insulation resistance		
DC winding insulation		
Contact Resistance		

SIGNED ON BEHALF OF TENDERER:

SCHEDULE 14 C5: DURATIONS FOR EACH TYPE OF TEST SPECIFIED

	Electrical Test	Duration (hours)
1	Winding insulation power factor and capacitance for all windings	
2	Bushing insulation power factor and capacitance	
3	Exciting current on all tap positions for the winding associated with the tapchanger	
4	DC winding insulation resistance on all windings	
5	DC core insulation resistance (core to earth; core to frame; frame to earth)	
6	Ratio between all winding configurations (all tap positions for the winding associated with the tapchanger)	
7	Short circuit impedance (tap position/s as per nameplate)	
8	Sweep Frequency Response Analysis (on the tap position that gives the highest system voltage)	
9	Dielectric Frequency Response (DFR) or Frequency Domain Spectroscopy (FDS)	
10	DC winding resistance on all windings. DC winding resistance on all tap positions for the winding associated with the tapchanger	
11	Ductor Test	

SIGNED ON BEHALF OF TENDERE

SCHEDULE 14 C6: TEST PROCEDURES FOR ALL SPECIFIED ELECTRICAL TESTS
Attach Test Procedures for all specified tests

**SPECIFIED ELECTRICAL TESTING COURSE CONTENTS, DURATIONS AND
PREREQUISITES OF PARTICIPANTS**

Attach required course information and include details of any other relevant training as well)

SCHEDULE 14 C8: TRAINING INSTRUCTOR’S EXPERIENCE IN THE SPECIFIED TRAINING ON ELECTRICAL TESTING


COMPLETE SEPARATE FORMS PER TRAINING INSTRUCTOR - The detailed CV for each Supervisor shall be attached to the completed schedule

Name of Training Instructor:				
No.	Details of the course(s) presented	Client Name and Contact No.	Duration	Date

SIGNED ON BEHALF OF TENDERER:

SCHEDULE 14 C9: SAMPLE TEST REPORT ON A SERQUENCE OF TESTS PERFORMED

Attach sample test report

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
SUPPLY CHAIN MANAGEMENT			
SCM - 542	Approved by Branch Manager: 03/04/2020	Version: 8	Page 125 of 66

TENDER NO: 248S/2022/23

TENDER DESCRIPTION: TERM TENDER FOR MAINTENANCE, REPAIR , REFURBISHMENT AND TESTING OF POWER TRANSFORMERS, ON-LOAD TAPCHANGERS, NEUTRAL EARTHING RESISTORS AND NEUTRAL EARTHING COMPENSATOR RESISTOR TRANSFORMERS

CONTRACT PERIOD: THIRTY-SIX (36) MONTHS FROM DATE OF COMMENCEMENT OF CONTRACT

VOLUME 3: DRAFT CONTRACT

TENDERER	
NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual	
TRADING AS (if different from above)	

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

VOLUME 3: DRAFT CONTRACT

(7) SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract, referring to the National Treasury – Conditions of Contract (revised July 2010), are applicable to this Contract:

1. Definitions

Delete Clause 1.15 and substitute with the following

- 1.15 The word 'Goods' is to be replaced everywhere it occurs in the GCC with the phrase 'Goods and / or Services' which means all of the equipment, machinery, materials, services, products, consumables, etc. that the supplier is required to deliver to the purchaser under the contract. This definition shall also be applicable, as the context requires, anywhere where the words "supplies" and "services" occurs in the GCC.

Delete Clause 1.19 and substitute with the following

- 1.19 The word 'Order' is to be replaced everywhere it occurs in the GCC with the words 'Purchase Order' which means the official purchase order authorised and released on the purchaser's SAP System

Delete Clause 1.21 and substitute with the following:

- 1.21 'Purchaser' means the **City of Cape Town**. The address of the Purchaser is **12 Hertzog Boulevard, Cape Town, 8001**.

Add the following after Clause 1.25:

- 1.26 'Supplier' means any provider of goods and / or services with whom the contract is concluded
- 1.27 "Intellectual Property" means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, copyright and rights in the nature of copyright, design rights, rights in databases, know-how, trade secrets and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites

3. General Obligations

Delete Clause 3.2 in its entirety and replace with the following clauses.

- 3.2 The parties will be liable to each other arising out of or in connection with any breach of the obligations detailed or implied in this contract, subject to clause 28.
- 3.3 All parties in a joint venture or consortium shall be jointly and severally liable to the purchaser in terms of this contract and shall carry individually the minimum levels of insurance stated in the contract, if any.
- 3.4 The parties shall comply with all laws, regulations and bylaws of local or other authorities having jurisdiction regarding the delivery of the goods and give all notices and pay all charges required by such authorities.
- 3.4.1 The parties agree that this 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, **save that if the Employer adopts a new SCM Policy which contemplates that any clause therein would apply to the contract emanating from this tender, such clause shall also be applicable to that contract.** Please refer to this document contained on the CCT's website.
- 3.4.2 Abuse of the supply chain management system is not permitted and may result in cancellation of the contract, restriction of the supplier, and/or the exercise by the City of any other remedies available to it as described in the SCM Policy.

3.5 The **supplier** shall:

- 3.5.1 Arrange for the documents listed below to be provided to the Purchaser prior to the issuing of the order:
- a) Proof of Insurance (Refer to Clause 11) or Insurance Broker's Warrantee
 - b) Letter of good standing from the Compensation Commissioner, or a licensed compensation insurer (Refer to Clause 11)
 - c) Initial delivery programme
 - d) Other requirements as detailed in the tender documents
- 3.5.2 Only when notified of the acceptance of the bid by the issuing of the order, the supplier shall commence with and carry out the delivery of the goods in accordance with the contract, to the satisfaction, of the purchaser
- 3.5.3 Provide all of the necessary materials, labour, plant and equipment required for the delivery of the goods including any temporary services that may be required
- 3.5.4 Insure his workmen and employees against death or injury arising out of the delivery of the goods
- 3.5.5 Be continuously represented during the delivery of the goods by a competent representative duly authorised to execute instructions;
- 3.5.6 In the event of a loss resulting in a claim against the insurance policies stated in clause 11, pay the first amount (excess) as required by the insurance policy
- 3.5.7 Comply with all written instructions from the purchaser subject to clause 18
- 3.5.8 Complete and deliver the goods within the period stated in clause 10, or any extensions thereof in terms of clause 21
- 3.5.9 Make good at his own expense all incomplete and defective goods during the warranty period
- 3.5.10 Pay to the purchaser any penalty for delay as due on demand by the purchaser. The supplier hereby consents to such amounts being deducted from any payment to the supplier.
- 3.5.11 Comply with the provisions of the OHAS Act & all relevant regulations.
- 3.5.12 Comply with all laws relating to wages and conditions generally governing the employment of labour in the Cape Town area and any applicable Bargaining Council agreements.
- 3.5.13 Deliver the goods in accordance with the contract and with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.

3.6 The **purchaser** shall:

- 3.6.1 Issue orders for the goods required under this Contract. No liability for payment will ensue for any work done if an official purchase order has not been issued to the supplier.
- 3.6.2 Make payment to the **supplier** for the goods as set out herein.
- 3.6.3 Take possession of the goods upon delivery by the supplier.
- 3.6.4 Regularly inspect the goods to establish that it is being delivered in compliance with the contract.
- 3.6.5 Give any instructions and/or explanations and/or variations to the supplier including any relevant advice to assist the supplier to understand the contract documents.
- 3.6.6 Grant or refuse any extension of time requested by the supplier to the period stated in clause 10.
- 3.6.7 Inspect the goods to determine if, in the opinion of the purchaser, it has been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose for which it was intended.
- 3.6.8 Brief the supplier and issue all documents, information, etc. in accordance with the contract.

5. Use of contract documents and information; inspection, copyright, confidentiality, etc.

Add the following after clause 5.4:

- 5.5 Copyright of all documents prepared by the supplier in accordance with the relevant provisions of the copyright Act (Act 98 of 1978) relating to contract shall be vested in the purchaser. Where copyright is vested in the supplier, the purchaser shall be entitled to use the documents or copy them only for the purposes for which they are intended in regard to the contract and need not obtain the supplier's permission to copy for such use. Where copyright is vested in the purchaser, the supplier shall not be liable in any way for the use of any of the information other than as originally intended for the contract and the purchaser hereby indemnifies the supplier against any claim which may be made against him by any party arising from the use of such documentation for other purposes.

The ownership of data and factual information collected by the supplier and paid for by the purchaser shall, after payment, vest with the purchaser

- 5.6 Publicity and publication
The supplier shall not release public or media statements or publish material related to the services or contract within two (2) years of completion of the services without the written approval of the purchaser, which approval shall not be unreasonably withheld.

- 5.7 Confidentiality
Both parties shall keep all information obtained by them in the context of the contract confidential and shall not divulge it without the written approval of the other party.

5.8 Intellectual Property

- 5.8.1 The supplier acknowledges that it shall not acquire any right, title or interest in or to the Intellectual Property of the Employer.

- 5.8.2 The supplier hereby assigns to the Employer, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the contract, unless the Parties expressly agree otherwise in writing.

- 5.8.3 The supplier shall, and warrants that it shall:

- 5.8.3.1 not be entitled to use the Employer's Intellectual Property for any purpose other than as contemplated in this contract;

- 5.8.3.2 not modify, add to, change or alter the Employer's Intellectual Property, or any information or data related thereto, nor may the supplier produce any product as a result of, including and/or arising from any such information, data and Intellectual Property, and in the event that it does produce any such product, the product shall be, and be deemed in law to be, owned by the Employer;

- 5.8.3.3 not apply for or obtain registration of any domain name, trademark or design which is similar to any Intellectual Property of the Employer;

- 5.8.3.4 comply with all reasonable directions or instructions given to it by the Employer in relation to the form and manner of use of the Employer Intellectual Property, including without limitation, any brand guidelines which the Employer may provide to the supplier from time to time;

- 5.8.3.5 procure that its employees, directors, members and contractors comply strictly with the provisions of clauses 5.8.3.1 to 5.8.3.3 above;

unless the Employer expressly agrees thereto in writing after obtaining due internal authority.

- 5.8.4 The supplier represents and warrants to the Employer that, in providing goods, services or both, as the case may be, for the duration of the contract, it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Employer from any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the supplier of any third party's Intellectual Property rights.

- 5.8.5 In the event that the contract is cancelled, terminated, ended or is declared void, any and all of the

Employer's Intellectual Property, and any and all information and data related thereto, shall be immediately handed over to the Employer by the supplier and no copies thereof shall be retained by the supplier unless the Employer expressly and in writing, after obtaining due internal authority, agrees otherwise.

7. Performance Security

Delete clause 7.1 to 7.4 and replace with the following:

'Not Applicable. Tenderers must disregard **Form of Guarantee / Performance Security** and are not required to complete same.

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organisation acting on behalf of the purchaser.

10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The time for delivery of the goods shall be the date as stated on the order. Orders for the supply and delivery of goods may be raised up until the expiry of a framework agreement bid, provided that the goods can be delivered within 30 days of expiry of the framework contract. All orders, other than for the supply and delivery of goods, must be completed prior to the expiry of the contract period.
- 10.2 The purchaser shall determine, in its sole discretion, whether the goods have been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose for which it was intended. When the purchaser determines that the goods have been satisfactorily delivered, the purchaser must issue an appropriate certification, or written approval, to that effect. Invoicing may only occur, and must be dated, on or after the date of acceptance of the goods.

11. Insurance

Add the following after clause 11.1:

11.2 Without limiting the obligations of the supplier in terms of this contract, the supplier shall effect and maintain the following additional insurances:

- a) Public liability insurances, in the name of the supplier, covering the supplier and the purchaser against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract, in an amount not less than **R20 million** for any single claim;
- b) Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the supplier, comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity;
- c) Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the bidder's broker or the insurance company itself (see **Proof of Insurance / Insurance Broker's Warranty** section in document for a pro forma version).

In the event of under insurance or the insurer's repudiation of any claim for whatever reason, the CCT will retain its right of recourse against the supplier.

11.3 The supplier shall be obliged to furnish the CCT with proof of such insurance as the CCT may require from time to time for the duration of this Contract. Evidence that the insurances have been effected in terms of this clause, shall be either in the form of an insurance broker's warranty worded precisely as per the pro forma version contained in the **Proof of Insurance / Insurance Broker's Warranty** section of the document or copies of the insurance policies.

15. Warranty

Add to Clause 15.2:

15.2 The warranty for this contract shall remain valid for minimum of **twelve (12) months** after the goods have been delivered and/or installed or for the warrantee period stipulated by the OEM of the equipment, whichever is the greater of the two.

16. Payment

Delete Clause 16.1 in its entirety and replace with the following:

16.1 A monthly payment cycle will be the norm. All invoices which are dated on or before the 20th of a particular month will typically be paid between the 23rd and 26th of the following month. The supplier may submit a fully motivated application regarding more frequent payment to the Employer's Director: Expenditure for consideration. Requests for more frequent payments will be considered at the sole discretion of the Employer and is not a right in terms of this contract.

Delete Clause 16.2 in its entirety and replace with the following:

16.2 The supplier shall furnish the purchaser's Accounts Payable Department with an original tax invoice, clearly showing the amount due in respect of each and every claim for payment.

Add the following after clause 16.4

16.5 Notwithstanding any amount stated on the order, the supplier shall only be entitled to payment for goods actually delivered in terms of the Project Specification and Drawings, or any variations in accordance with clause 18. Any contingency sum included shall be for the sole use, and at the discretion, of the purchaser.

The CCT is not liable for payment of any invoice that pre-dates the date of delivery of the goods.

16.6 The purchaser will only make advanced payments to the supplier in strict compliance with the terms and details as contained on **Proforma Advanced Payment Guarantee** and only once the authenticity of such guarantee has been verified by the City's Treasury Department.

17. Prices

Add the following after clause 17.1

17.2 If as a result of an award of a contract beyond the original tender validity period, the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then the contract may be subject to contract price adjustment for that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the Director: Supply Chain Management if such was not included in the bid documents.

17.3 If as a result of any extension of time granted the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then contract price adjustment may apply to that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the Director: Supply Chain Management if such was not included in the bid documents.

17.4 The prices for the goods delivered and services performed shall be subject to contract price adjustment as contained in Schedule 8.

17.5 If price adjustment for variations in the cost of plant and materials imported from outside of South Africa is provided for in the contract, such adjustment shall be based on the information contained on the schedule titled **"Price Basis for Imported Resources"** and as below. For the purposes of this clause the Rand value of imported Plant and Materials inserted on the schedule titled **"Price Basis for Imported Resources"** (column (F)) shall be the value in foreign currency (column (A)) converted to South African Rand (column (C)) by using the closing spot selling rate quoted by **CCT's** main banker, NEDBANK, on the Base Date (seven calendar days before tender closing date) rounded to the second decimal place (column(B)), to which shall be added any Customs Surcharge and Customs Duty applicable at that date (columns (D) and (E)).

17.5.1 Adjustment for variations in rates of exchange:

(a) The value in foreign currency inserted in column (A) shall be subject to clause (h) below when recalculating the Rand value.

(b) The rate of exchange inserted in column (B) shall be the closing spot selling rate quoted by Council's main banker, NEDBANK, on the Base Date, rounded to the second decimal place, subject to sub-paragraph (c) below.

(c) If the rate of exchange inserted by the Tenderer differs from the NEDBANK rate referred to above, then the NEDBANK rate shall apply and the Rand value in columns (C) and (F) shall be recalculated accordingly, without altering the price in the Price Schedule for the relevant items.

(d) If a tender from a supplier or sub-contractor provides for variations in rates of exchange, the Supplier may **only** claim for variations in rates of exchange if he binds the supplier or sub-contractor to the same provision to take out forward cover as described in sub-paragraph (e) below.

(e) The Supplier (or sub-contractor) shall within five working days from the date of placing a firm order on an overseas supplier, cover or recover forward by way of a contract with a bank which is an authorised foreign exchange dealer, the foreign exchange component of the cost of any imported Plant and Materials inserted by the Tenderer on the scheduled titled **"Price Basis for Imported Resources"**.

(f) When the Supplier (or sub-contractor) so obtains forward cover, the Supplier shall immediately notify the CCT of the rate obtained and furnish the CCT with a copy of the foreign exchange contract note.

(g) Based on the evidence provided in sub-paragraph (f) above, the value in Rand inserted in column (C) of on the schedule titled **"Price Basis for Imported Resources"** shall be recalculated using the forward cover rate obtained, and any increase or decrease in the Rand value defined in this clause shall be adjusted accordingly, subject to sub-paragraph (h) below.

(h) The adjustments shall be calculated upon the value in foreign currency in the Supplier's (or sub-contractor's) **forward cover contract**, provided that, should this value exceed the value in foreign currency inserted in column (A) of on the schedule titled **"Price Basis for Imported Resources"**, then the value in column (A) shall be used.

17.5.2 Adjustment for variations in customs surcharge and customs duty

(a) Any increase or decrease in the Rand value between the amounts of Customs Surcharge and Customs Duty inserted in on the schedule titled “**Price Basis for Imported Resources**” and those amounts actually paid to the Customs and Excise Authorities, which are due to changes in the percentage rates applicable or to the foreign exchange rate used by the authorities, shall be adjusted accordingly.

(b) The Tenderer shall state the Customs Duty Tariff Reference applicable to each item and the Supplier shall advise the CCT’s Agent of any changes which occur.

17.5.3 Adjustment for variation in labour and material Costs

If the prices for imported Plant and Materials are not fixed, the Supplier shall in his Tender specify the formula for calculating Contract Price Adjustments normally used in the country of manufacture and the indices and relative proportions of labour and material on which his Tender prices are based. Evidence of the indices applicable shall be provided with each claim. The indices applicable 42 days before contractual dispatch date from the factory will be used for the purposes of Contract Price Adjustment.

Failure to specify a formula in the Tender shall mean that the prices are fixed or shall be deemed to be fixed.

18. Contract Amendments

Delete the heading of clause 18 and replace with the following:

18. Contract Amendments and Variations

Add the following to clause 18.1:

Variations means changes to the goods, extension of the duration or expansion of the value of the contract that the purchaser issues to the supplier as instructions in writing, subject to prior approval by the purchaser’s delegated authority. Should the supplier deliver any goods not described in a written instruction from the purchaser, such work will not become due and payable until amended order has been issued by the purchaser.

20. Subcontracts

Add the following after clause 20.1:

20.2 The supplier shall be liable for the acts, defaults and negligence of any subcontractor, his agents or employees as fully as if they were the acts, defaults or negligence of the supplier.

20.3 Any appointment of a subcontractor shall not amount to a contract between the CCT and the subcontractor, or a responsibility or liability on the part of the CCT to the subcontractor and shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier’s performance

Delete Clause 21.2 in its entirety and replace with the following:

21.2 If at any time during the performance of the contract the supplier or its sub-contractors should encounter conditions beyond their reasonable control which impede the timely delivery of the goods, the supplier shall notify the purchaser in writing, within 7 Days of first having become aware of these conditions, of the facts of the delay, its cause(s) and its probable duration. As soon as practicable after receipt of the supplier’s notice, the purchaser shall evaluate the situation, and may at his discretion extend the time for delivery.

Where additional time is granted, the purchaser shall also determine whether or not the supplier is entitled to payment for additional costs in respect thereof. The principle to be applied in this regard is that where the purchaser or any of its agents are responsible for the delay, reasonable costs shall be paid. In respect of delays that were beyond the reasonable control of both the supplier and the purchaser, additional time only (no costs) will be granted.

The purchaser shall notify the supplier in writing of his decision(s) in the above regard.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of goods from a national department, provincial department, or a local authority.

22. Penalties

Delete clause 22.1 and replace with the following:

- 22.1 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 penalty for this contract shall be:

Should the Contractor fail to complete the planned work on the agreed times, all costs incurred by the City of Cape Town as a result of late completion eg vehicle, staff and incidental costs or 5% of the purchase order value, whichever is greater, will be deducted from the contractor's payable invoice.

- 22.2 The purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, financial penalties as contained on the **Preference Schedule** relating to breaches of the conditions upon which preference points were awarded.

23. Termination for default

Delete the heading of clause 23 and replace with the following:

23. Termination

Add the following to the end of clause 23.1:

if the supplier fails to remedy the breach in terms of such notice

Add the following after clause 23.7:

- 23.8 In addition to the grounds for termination due to default by the supplier, the contract may also be terminated:
- 23.8.1 Upon the death of the supplier who was a Sole Proprietor, or a sole member of a Close Corporation, in which case the contract will terminate forthwith.
- 23.8.2 The parties by mutual agreement terminate the contract.
- 23.8.3 If an Order has been issued incorrectly, or to the incorrect recipient, the resulting contract may be terminated by the purchaser by written notice
- 23.8.4 If a material irregularity vitiates the procurement process leading to the conclusion of the contract, rendering the procurement process and the conclusion of the resulting contract unfair, inequitable, non-transparent, uncompetitive or not cost-effective, provided the City Manager follows the processes as described in the purchasers SCM Policy.
- 23.8.5 After providing notice to the supplier, if the implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):
- 23.8.5.1 reports of poor governance and/or unethical behaviour;
 - 23.8.5.2 association with known family of notorious individuals;
 - 23.8.5.3 poor performance issues, known to the Employer;
 - 23.8.5.4 negative social media reports; or
 - 23.8.5.5 adverse assurance (e.g. due diligence) report outcomes..
- 23.9 If the contract is terminated in terms of clause 23.8, all obligations that were due and enforceable prior to the date of the termination must be performed by the relevant party.

26. Termination for insolvency

Delete clause 26.1 and replace with the following:

- 26.1 The purchaser may make either of the following elections to ensure its rights are protected and any negative impact on service delivery is mitigated:
- 26.1.1 accept a supplier proposal (via the liquidator) to render delivery utilising the appropriate contractual mechanisms; or
- 26.1.2 terminate the contract, as the liquidator proposed supplier is deemed unacceptable to the purchaser, at any time by giving written notice to the supplier (via the liquidator).
- 26.2 Termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

Amend clause 27.1 as follows:

- 27.1 If any dispute or difference of any kind whatsoever, with the exception of termination in terms of clause 23.1(c), arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve such dispute or difference amicably, by mutual consultation.

Delete Clause 27.2 in its entirety and replace with the following:

- 27.2 Should the parties fail to resolve any dispute by way of mutual consultation, either party shall be entitled to refer the matter for mediation before an independent and impartial person appointed by the City Manager in accordance with Regulation 50(1) of the Local Government: Municipal Finance Management Act, 56 of 2003 – Municipal Supply Chain Management Regulations (Notice 868 of 2005). Such referral shall be done by either party giving written notice to the other of its intention to commence with mediation. No mediation may be commenced unless such notice is given to the other party.

Irrespective whether the mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and share the costs of the mediator and related costs equally.

The mediator shall agree the procedures, representation and dates for the mediation process with the parties. The mediator may meet the parties together or individually to enable a settlement.

Where the parties reach settlement of the dispute or any part thereof, the mediator shall record such agreement and on signing thereof by the parties the agreement shall be final and binding.

Save for reference to any portion of any settlement or decision which has been agreed to be final and binding on the parties, no reference shall be made by or on behalf of either party in any subsequent court proceedings, to any outcome of an amicable settlement by mutual consultation, or the fact that any particular evidence was given, or to any submission, statement or admission made in the course of amicable settlement by mutual consultation or mediation.

28. Limitation of Liability

Delete clause 28.1 (b) and replace with the following:

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the sums insured in terms of clause 11 in respect of insurable events, or where no such amounts are stated, to an amount equal to twice the contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

Add the following after clause 28.1:

- 28.2 Without detracting from, and in addition to, any of the other indemnities in this contract, the supplier shall be solely liable for and hereby indemnifies and holds harmless the purchaser against all claims, charges, damages, costs, actions, liability, demands and/or proceedings and expense in connection with:
- a) personal injury or loss of life to any individual;

b) loss of or damage to property;

arising from, out of, or in connection with the performance by the supplier in terms of this Contract, save to the extent caused by the gross negligence or wilful misconduct of the purchaser.

- 28.3 The supplier and/or its employees, agents, concessionaires, suppliers, sub-contractors or customers shall not have any claim of any nature against the purchaser for any loss, damage, injury or death which any of them may directly or indirectly suffer, whether or not such loss, damages, injury or death is caused through negligence of the purchaser or its agents or employees.
- 28.4 Notwithstanding anything to the contrary contained in this Contract, under no circumstances whatsoever, including as a result of its negligent (including grossly negligent) acts or omissions or those of its servants, agents or contractors or other persons for whom in law it may be liable, shall any party or its servants (in whose favour this constitutes a *stipulatio alteri*) be liable for any indirect, extrinsic, special, penal, punitive, exemplary or consequential loss or damage of any kind whatsoever, whether or not the loss was actually foreseen or reasonably foreseeable), sustained by the other party, its directors and/or servants, including but not limited to any loss of profits, loss of operation time, corruption or loss of information and/or loss of contracts.
- 28.5 Each party agrees to waive all claims against the other insofar as the aggregate of compensation which might otherwise be payable exceeds the aforesaid maximum amounts payable.

31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

- 31.1 Any notice, request, consent, approvals or other communications made between the Parties pursuant to the Contract shall be in writing and forwarded to the addresses specified in the contract and may be given as set out hereunder and shall be deemed to have been received when:
- a) hand delivered – on the working day of delivery
 - b) sent by registered mail – five (5) working days after mailing
 - c) sent by email or telefax – one (1) working day after transmission

32. Taxes and Duties

Delete the final sentence of 32.3 and replace with the following:

In this regard, it is the responsibility of the supplier to submit documentary evidence in the form of a valid Tax Clearance Certificate issued by SARS to the CCT at 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).

Add the following after clause 32.3:

- 32.4 The **VAT registration** number of the City of Cape Town is **4500193497**.

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 34:

35. Reporting Obligations.

- 35.1 The supplier shall complete, sign and submit with each delivery note, all the documents as required in the Specifications. Any failure in this regard may result in a delay in the processing of any payments.

(8) GENERAL CONDITIONS OF CONTRACT

(National Treasury - General Conditions of Contract (revised July 2010))

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1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1 'Closing time' means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 'Contract' means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 'Contract price' means the price payable to the supplier under the contract for the full and proper performance of his or her contractual obligations.
- 1.4 'Corrupt practice' means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 'Countervailing duties' are imposed in cases in which an enterprise abroad is subsidised by its government and encouraged to market its products internationally.

- 1.6 'Country of origin' means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 'Day' means calendar day.
- 1.8 'Delivery' means delivery in compliance with the conditions of the contract or order.
- 1.9 'Delivery ex stock' means immediate delivery directly from stock actually on hand.
- 1.10 'Delivery into consignee's store or to his site' means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 'Dumping' occurs when a private enterprise abroad markets its goods on its own initiative in the RSA at lower prices than that of the country of origin, and which action has the potential to harm the local industries in the RSA.
- 1.12 'Force majeure' means an event beyond the control of the supplier, not involving the supplier's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 'Fraudulent practice' means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 'GCC' means the General Conditions of Contract.
- 1.15 'Goods' means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 'Imported content' means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 'Local content' means that portion of the bidding price which is not included in the imported content, provided that local manufacture does take place.
- 1.18 'Manufacture' means the production of products in a factory using labour, materials, components and machinery, and includes other, related value-adding activities.
- 1.19 'Order' means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 'Project site', where applicable, means the place indicated in bidding documents.
- 1.21 'Purchaser' means the organisation purchasing the goods.
- 1.22 'Republic' means the Republic of South Africa.
- 1.23 'SCC' means the Special Conditions of Contract.

1.24 'Services' means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance, and other such obligations of the supplier covered under the contract.

1.25 'Written' or 'in writing' means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders, including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable, a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za.

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for the purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1, except for purposes of performing the contract.

5.3 Any document, other than the contract itself, mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the use of the goods or any part thereof by the purchaser.

7. Performance Security

7.1 Within 30 (thirty) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in the SCC.

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.2 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser, and shall be in one of the following forms:
- a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than 30 (thirty) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in the SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organisation acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention of such is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier, who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of the GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in the SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in the SCC.

10.2 Documents to be submitted by the supplier are specified in the SCC.

11. Insurance

11.1 The goods supplied under the contract shall be fully insured, in a freely convertible currency, against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental Services

13.1 The supplier may be required to provide any or all of the following services, including additional services (if any) specified in the SCC:

- (a) performance or supervision of on-site assembly, and/or commissioning of the supplied goods;
- (b) furnishing of tools required for the assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in the SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications), or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for 12 (twelve) months after the goods, or any portion thereof, as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for 18 (eighteen) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in the SCC.

15.3 The purchaser shall notify the supplier promptly, in writing, of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in the SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in the SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in the SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of any other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than 30 (thirty) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in the SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices tendered by the supplier in his bid, with the exception of any price adjustments authorized in the SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract Amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during the performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his or her discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure, outside of the contract, small quantities of supplies; or to have minor essential services executed if an emergency arises, or the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and, without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services 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 calculated on the delivered price of the delayed goods or unperformed services, using the current prime interest rate, calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than 14 (fourteen) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 14 (fourteen) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer/Authority will, at the discretion of the Accounting Officer/Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person is or was, in the opinion of the Accounting Officer/Authority, actively associated.

23.6 If a restriction is imposed, the purchaser must, within 5 (five) working days of such imposition, furnish the National Treasury with the following information:

- (i) the name and address of the supplier and/or person restricted by the purchaser;
- (ii) the date of commencement of the restriction;
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period of not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction, and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidised import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall, on demand, be paid forthwith by the contractor to the State, or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he or she delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him or her.

25. Force majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if, and to the extent that, his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall notify the purchaser promptly, in writing, of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve such dispute or difference amicably, by mutual consultation.

27.2 If, after 30 (thirty) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due to the supplier.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6:

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable Law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in the SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail, and any other notice to him shall be posted by ordinary mail, to the address furnished in his bid or to the address notified later by him in writing; and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and Duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, licence fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act, Act 89 of 1998, as amended, an agreement between or concerted practice by firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act, Act 89 of 1998.

34.3 If a bidder(s) or contractor(s) has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part,

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and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding 10 (ten) years and/or claim damages from the bidder(s) or contractor(s) concerned.

(9) FORM OF GUARANTEE / PERFORMANCE SECURITY**FORM OF GUARANTEE / PERFORMANCE SECURITY****GUARANTOR DETAILS AND DEFINITIONS**

"Guarantor" means:

Physical address of Guarantor:

"Supplier" means:

"Contract Sum" means: The accepted tender amount (INCLUSIVE OF VAT) of R

Amount in words:

"Guaranteed Sum" means: The maximum amount of R

Amount in words:

"Contract" means: The agreement made in terms of the Form of Offer and Acceptance for tender no ____: _____ and such amendments or additions to the contract as may be agreed in writing between the parties.

PERFORMANCE 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 Guarantee/Performance Security up to and including the termination of the Contract or the date of payment in full of the Guaranteed Sum, whichever occurs first.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Guarantee/Performance to "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 Guarantee/Performance Security 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 City of Cape Town the sum due and payable upon receipt of the documents identified in 4.1 to 4.2:
 - 4.1 A copy of a first written demand issued by the City of Cape Town to the Supplier stating that payment of a sum which is due and payable has not been made by the Supplier in terms of the Contract and failing such payment within seven (7) calendar days, the City of Cape Town intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the City of Cape Town to the Guarantor at the Guarantor's physical address with a copy to the Supplier stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum has still not been paid.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the City of Cape Town the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the City of Cape Town to the Guarantor at the Guarantor's physical address calling up this Guarantee / Performance Security, such demand stating that:
 - 5.1 the Contract has been terminated due to the Supplier's default and that this Guarantee/Performance Security is called up in terms of 5; or

5.2 a provisional or final sequestration or liquidation court order has been granted against the Supplier and that the Guarantee/Performance 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 City of Cape Town shall upon the termination date of the Contract, submit an expense account to the Guarantor showing how all monies received in terms of this Guarantee/Performance Security have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Guarantee/Performance Security shall bear interest at the prime overdraft rate of the City of Cape Town's bank compounded monthly and calculated from the date payment was made by the Guarantor to the City of Cape Town 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 City of Cape Town shall have the absolute right to arrange its affairs with the Supplier in any manner which the City of Cape Town may deem fit and the Guarantor shall not have the right to claim his release from this Guarantee /Performance Security 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 Guarantee/Performance Security is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee / Performance Security shall be returned to the Guarantor after it has expired.
12. This Guarantee/Performance Security, 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 Guarantee/Performance Security 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)

ANNEXURE**LIST OF APPROVED FINANCIAL INSTITUTIONS**

The following financial institutions are currently (as at 12 October 2021) approved for issue of contract guarantees to the City:

National Banks:

ABSA Bank Ltd.
FirstRand Bank Ltd.
Investec Bank Ltd.
Nedbank Ltd.
Standard Bank of SA Ltd.

International Banks (with branches in SA):

Barclays Bank plc.
Citibank n.a.
Credit Agricole Corporate and Investment Bank
HSBC Bank plc.
JP Morgan Chase Bank
Societe Generale
Standard Chartered Bank

Insurance companies:

American International Group Inc (AIG)
Bryte Insurance Company Ltd.
Coface s.a.
Compass Insurance Company Ltd.
Credit Guarantee Insurance Corporation of Africa.
Limited Guardrisk Insurance Company Ltd.
Hollard Insurance Company Ltd.
Infiniti Insurance Limited
Lombard Insurance Company Ltd.
New National Assurance Company Ltd.
PSG Konsult Ltd.
Regent Insurance Company Ltd.
Renasas Insurance Company Ltd.
Santam Limited

(10) FORM OF ADVANCE PAYMENT GUARANTEE

Not applicable.

(11) OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**AGREEMENT MADE AND ENTERED INTO BETWEEN THE CITY OF CAPE TOWN (HEREINAFTER CALLED THE "CCT") AND**

..... ,
 (Supplier/Mandatar/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 85 OF 1993 AS AMENDED.

I,, representing

..... , as an employer
 in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated thereunder.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the Occupational Health and Safety Specifications contained in this tender and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan submitted and approved in terms thereof.

Signed aton the.....day of.....20....

Witness

Mandatar

Signed at on the.....day of.....20

 Witness

 for and on behalf of
 City of Cape Town

(12) INSURANCE BROKER'S WARRANTY (PRO FORMA)

Logo

Letterhead of supplier's Insurance Broker

Date _____

CITY OF CAPE TOWN
City Manager
Civic Centre
12 Hertzog Boulevard
Cape Town
8000

Dear Sir

TENDER NO.: 2013/14

TENDER DESCRIPTION:

NAME OF SUPPLIER: _____

I, the undersigned, do hereby confirm and warrant that all the insurances required in terms of the abovementioned contract have been issued and/or in the case of blanket/umbrella policies, have been endorsed to reflect the interests of the CITY OF CAPE TOWN with regard to the abovementioned contract, and that all the insurances and endorsements, etc., are all in accordance with the requirements of the contract.

I furthermore confirm that all premiums in the above regard have been paid.

Yours faithfully

Signed: _____

For: _____ (Supplier's Insurance Broker)

(13) SPECIFICATION(S)

This specification provides for the maintenance, repair, refurbishment and testing of power transformers, on-load tapchangers, neutral earthing resistors (NER's) and neutral earthing compensator resistor transformers (NECRT's) on the City of Cape Town's existing High Voltage installations. This specification is detailed in the following sections:

SECTION A: POWER TRANSFORMERS
SECTION B: ON-LOAD TAPCHANGERS
SECTION C: ELECTRICAL TESTING
SECTION D: GENERAL REQUIREMENTS

Section A covers the maintenance, inspection, repairs and refurbishment of transformers, NER's and NECRT's.

Section B covers maintenance, inspection, repairs and refurbishment of tapchangers.

Section C covers the electrical testing that may be required during maintenance, repair and refurbishment of power transformers, on-load tapchangers, NER's and NECRT's.

Section D covers general requirements which are applicable to sections A – C and the tenderer shall note that the particular clauses applicable to each of the sections A – C are stipulated in the particular section.

INTRODUCTION

This specification applies to all power transformers, on-load tapchangers, NER's and NECRT's that are currently in use on the CCT High Voltage Network installed indoors and outdoors. The list of power transformers and on-load tapchangers currently in use on the HV network at the CCT is included in Table A of this specification.

SCOPE

This specification covers the general requirements for the investigation, testing, repairs, maintenance and refurbishment of power transformers, the associated OLTC's and NER/NECRT's.

CCT has a preference to standardise some of the equipment. Where applicable, the equipment has been specified as such within those specifications. Wherever the term standard is used in this specification, this shall mean / international / national standards or CCT standard operating procedure (SOP).

Wherever the term goods, material and/or equipment is used it shall mean new, unused and of the most recent or current models, incorporating all recent improvements in design and materials, tested in accordance with the required standard.

DEFINITIONS AND ABBREVIATIONS

The following definitions and abbreviations in the above documents shall apply to this standard.

Abbreviation	Definition
HV	High Voltage
OEM	Original Equipment Manufacturer
OHS	Occupational Health and Safety Act
NRS	National Rationalisation of Specifications
ORHVS	Operating Regulations for High Voltage Systems
SANS	South African National Standards
OHSA	Occupational Health and Safety Act (1993)
IEC	International Electrotechnical Commission
IEEE	Institute of Electrical and Electronic Engineers Inc.
BS	British Standard
OLTC	On-Load Tap-Changer
SS	Substation
CCT	City of Cape Town
MDU	Motor- Drive mechanism Unit
TRFR	Transformer

APPLICABLE STANDARDS

The following standards insofar as they are applicable, shall be used in conjunction with the scope of work. For dated references, only the edition cited shall apply. For undated references, the latest edition of the referenced document (including any amendments) shall be considered.

Standard code	Description
IEC 600076-1:2011 Edition 3	Power transformers Part 1: General
IEC 600076-3:2013	Power transformers Part 3: Insulation levels, dielectric tests and external clearances in the air.
SANS 60270:2000	High voltage test techniques – partial discharge measurements
IEC 600076-1:2011 Edition 3	Power transformers Part 1: General
IEC 600076-3:2013	Power transformers Part 3: Insulation levels, dielectric tests and external clearances in the air.
SANS 60270:2000	High voltage test techniques – partial discharge measurements
IEC 60567 / ASTM D3612-02	Dissolved Gas Analysis (DGA)
IEC 60814	Moisture content
IEC 60156	Dielectric Strength
SANS 555	Insulating oil compliance
SANS 053	Lubricating oil compliance
SANS 60072 and SANS 60034	Rotating Electrical Machines
IEC 60214- 1	Tap-changers – Part 1: Performance requirements and test methods
IEC 60296	Unused mineral insulating oils for transformers and switchgear
IEC 60137	Insulated Bushings
BS 1872	Polyethylene Moulding and Extrusion Materials
ISO 12944	Protective Paint Systems
SANS 1091	National Colour Standard

SECTION A: POWER TRANSFORMERS

This specification is detailed with the following content:

- General
- Routine Maintenance
- Conservator bad inspection and replacement
- Silica gel breathers
- Valves and drain cocks
- Condition Assessment
- Transformer Repair and Refurbishment
- Replacement of parts on transformers
- Painting
- Corrosion Protection
- Sealing of Main Tank Top Cover
- Dismantling, removal, transportation and offloading
- Bushing Insulators
- NER's and NECRT's
- Online Monitoring Devices
- Applicable Section D clauses

13.1 REQUIREMENTS**13.1.1 General**

Nothing in this specification shall lessen the obligation of the service provider. The service provider shall be fully responsible for investigation, coordination of testing, repairs, maintenance and refurbishment of the power transformer and its satisfactory performance in service. Approval by CCT shall not relieve the service provider of the responsibility for the adequacy of the investigation, repairs, maintenance and refurbishment.

The allowable work to be done on site shall include and not limited to the following:

- Re-gasketing
- Sealing of leaking gaskets
- Oil purification (regeneration)
- Oil replacement
- Oil drainage and top up
- Fans and fan motors service, maintenance and replacement
- Oil circulation pumps and motors service/maintenance and replacement
- Conservator inspection and service when required
- Buchholz Inspection and service replace when required
- Winding Temperature Indicator test, service or replace when required
- Oil Temperature Indicator test, service or replace when required
- Coordination of all electrical testing which shall be carried out by the appointed service provider and in the presence of CCT. All coordinated testing shall be in accordance to the IEC/SANS standards and as per section 13.3 of this document.
- Oil leak repairs including repairs to transformer radiator fins
- All fan motors and pumps that cannot be repaired on site shall be transported to service provider's maintenance facility and the service provider must be responsible for all transport arrangements.

- 13.1.1.1 The service provider shall have a proven track record of years of relevant experience in the work on HV Power Transformers, NER's and NECRT's as detailed in the specification. The service provider shall provide details of work performed on HV Power Transformers including the specific work, details of the equipment worked on, duration and date of the

work and referral client information in returnable schedule 14 A1. The information shall be used to establish the number of years of relevant experience of the tenderer.

- 13.1.1.2 The supervisor/site manager shall have a minimum of five (5) years relevant experience and technical knowledge to supervise and manage the work detailed in this specification on HV Power Transformers, NER's and NECRT's. The service provider shall provide the name of the supervisor and the details of work performed on HV Power Transformers including the specific work, details of the equipment worked on, duration and date of the work and referral client information in returnable schedule 14 A2. A detailed CV shall be attached to the returnable schedule for each supervisor. The information shall be used to establish the relevant experience of the supervisors and the number of supervisors meeting the minimum of 5 years' experience.
- 13.1.1.3 The Service Technicians shall have a minimum of three (3) years of relevant experience and technical knowledge to do the specified work on HV Power Transformers, NER's and NECRT's. The service provider shall provide the name of the service technician and the details of the specific work including, details of the equipment worked on, duration and date of the work and referral client information in returnable schedule 14 A3. A detailed CV shall be attached to the returnable schedule for each service technician. The information shall be used to establish the relevant experience of the supervisors and the number of service technicians meeting the minimum of 3 years' experience.
- 13.1.1.4 The service provider shall be required to deploy specialist on this contract but only with the prior approval of CCT. A specialist is a person who has specific experience and knowledge on a restrictive field or scope of work.
- 13.1.1.5 The Service Provider shall provide their own transport to and from site and be able to move their equipment with this transport. The Service Provider shall provide a list of transport and plant to demonstrate its capability to perform the work specified in this section and complete returnable schedule 14 A4 and attach all supporting documents to it.
- 13.1.1.6 In the event that the Service Provider observes additional work (at individual sites) not listed in the scope of work, approval must be sought in writing for such further works from CCT, before continuing with an additional work.
- 13.1.1.7 All work performed within the context of this tender shall be compliant with the relevant Health and Safety Legislation as well as the relevant Environmental Legislation as detailed in this document.
- 13.1.1.8 The Service Provider shall be required to attend planning meetings with role players within Electricity Generation and Distribution.

13.1.2 Routine Maintenance

Routine maintenance is normally performed by CCT's maintenance teams and the service provider may from time to time be called upon to supplement CCT's capacity to perform the routine maintenance in exceptional circumstances. Typical routine maintenance cycles on transformers is aligned with tapchanger maintenance in section B of this specification and ranges between 2 - 3 years depending on the type and make of the tapchangers. The work shall be planned by CCT in conjunction with the service provider.

The routine maintenance of transformers shall include the following minimum elements:

- Inspect and clean HV and MV bushings
- Inspect transformer for leaks i.e. valves, cable boxes, top cover, bushings etc. and temporary plug minor leaks.
- Inspect the conservator and report any defects

- Leak test Conservator (if applicable)
- Test fans and report any defects
- Check oil level and report if top-up needed
- Check and verify operation of oil and winding temperature gauges and activation of fan controls
- Inspect and test the correct functioning of the Buchholz relay
- Inspect pressure relief valve
- Inspect breather, replace silica gel and report if breather needs to be replaced
- Coordinate the taking of oil samples
- Inspect clamps and tightening all connections
- Inspect transformer and control cabinet surfaces for rust and corrosion and perform repairs on minor areas to avoid deterioration
- Inspect and clean surge arrestors
- Check and re-torque all bolts and fasteners

On completion of routine maintenance of each transformer, the service provider shall submit a full report, including photographs, of the findings, work and tests done, any matters that could not be attended to as part of the routine maintenance scope of the work and items that need to be actioned by CCT.

13.1.3 Conservator bag Inspection and Replacement

In order to carry out a conservator bag inspection, the oil shall be drained to enable the side conservator covers to be removed. Once the side covers are removed the airbag shall be inspected for damage at the same time the oil level float shall be inspected to ensure correct functioning.

If no damage is observed and the bag is deflated the conservator side covers shall be reinstated, the bag inflated to manufacturers specification.

If the bag is damaged a new bag shall be supplied and installed as per the manufacturer's instructions.

On completion of the inspection and or replacement of the conservator bag, the oil shall be restored in line with oil handling as defined in 13.4.7 and to the correct level taking the temperature of the oil into account.

A conservator bag inspection shall only be performed on request or approval of CCT.

13.1.4 Silica Gel Breathers

The walls of the silica gel containers shall be 100% UV protected shatterproof polycarbonate with specially designed tapered male/female ends that give a seal when under pressure and fused with a special solvent

The breathers may be built up using standard size container cylinders of 100 and 200mm diameters in series and parallel to meet the volume of silica gel required for transformer oil capacities as stipulated in the section A of pricing schedule 5.

Therefore the breathers can be built up to any reasonable length and length using the appropriate number of cylinders, meeting the transformer oil capacity.

The breathers shall be of the polycarbonate oil bowl system type avoid the possibility of silica gel being contaminated by oil.

13.1.5 Valves and Drain cocks

13.1.5.1 Unless otherwise approved all oil valves shall be attached to their associated equipment

by means of flange type couplings and shall be such as to shut off the oil flow completely.

13.1.5.2 Each oil valve shall have a robust device to indicate whether it is open or closed. The sample valve used for oil sampling shall be made of brass and supplied with a sample plug fitted with either a PTFE or a nylon washer.

13.1.5.3 All valves shall be constructed from materials that are suitable for installations outdoors in direct sun light. Handles shall be stainless steel or brass.

13.1.6 Condition Assessment

A condition assessment of a transformer will depend nature of the problem/defect on the transformer and may include but is not limited to the following elements. The scope of work to be performed shall be specified by CCT.

13.1.6.1 The Service Provider shall perform a detailed visual inspection of every part of the transformer which shall include: oil leaks, bushings, surge arrestors conservator, Buchholz relay, pressure relief valve, oil and winding temperature, oil level, breathers, cable boxes, cooling system fans, valves and radiators.

13.1.6.2 The Service Provider shall use the findings from the visual inspection and the analysis historical data provided by CCT to formulate testing and investigation plan for approval by CCT and can include the following items:

- Take oil samples from the bottom of the main tank and send to CCT service provider for Dissolved Gas Analysis
- An Infrared scan to determine hot spots
- Moisture assessment
- A sequence of LV and HV tests as defined in section 13.3 Electrical Testing of Transformers.
- Coordinate and facilitate the testing with the CCT appointed service provider and as per plan.

13.1.6.3 The Service Provider shall assess and analyse the results of the tests and submit a detailed report on the findings and a recommendation of further steps that need to be taken to establish the extent of the repair or refurbishment that is required. The further steps may include but not limited to stripping, inspecting, investigating and restoration of the oil. The further steps shall be accompanied by costs, based on the tendered rates for material, labour transport and plant as per section A of pricing schedule 5 of this tender

13.1.6.4 The Service Provider shall strip, inspect and investigate the cause of a fault/defect may include, the provision of temporary storage tanks, draining of the oil form the main tank and/or OLTC under positive pressure, inspecting all components of the transformer required to find the cause of failure/defect. The Service Provider shall submit a report to CCT detailing the findings and the scope of the work required to repair or refurbish the transformer together with the associated cost and program for the work if the transformer is repairable/refurbishable for a decision to be made.

13.1.6.5 The cost of the repair or refurbishment work shall be based on the material, labour, transport and plant rates supplied in section A of pricing schedule 5 of this tender.

13.1.7 Transformer Repair and Refurbishment

13.1.7.1 The work shall include but not limited to items such as cable box repairs/replacement, transformer cooler fin repairs, sealing/welding shut of transformer main tank top covers and work approved by CCT stemming from clauses 13.1.6 and 13.1.2.

13.1.7.2 Once a decision is taken to proceed with the repair/refurbishment work, as per clause

13.1.6.4, CCT in conjunction with the Service Provider shall verify the transformer parts and their condition before any repair/refurbishment work is undertaken using a checklist form developed by CCT.

13.1.7.3 The Tenderer shall provide CCT with a detailed procedure for carrying out intrusive work on transformers. The procedure shall include but not limited to the following elements:

- Draining, storage and circulation of oil.
- Limiting exposure of the core of the transformer to the atmosphere
- Maintaining a positive pressure in the tank using dry air machines/dehumidifiers continuously.
- Controlling access into the tank whereby all tools/items taken into the unit are entered into a register and checked out after the work is complete or the workmen leave the tank.
- Limiting access to the tank to skilled personnel to avoid unnecessary touching of components and damage to insulation and connections.
- Specifying the type of clothing and gear worn by personnel to eliminate the risk of contamination.
- Pressurisation of the tank upon completion of the inspection or repair work and after all covers are reinstated.
- The steps followed precautions taken to restore oil to the transformer including the tests to be performed on the oil, drawing of a vacuum, filling and filtration of the oil.

13.1.7.4 The Tenderer shall coordinate the execution of the work with CCT operation and maintenance staff.

13.1.8 In addition to the requirements for the reports required in clauses 13.1.2, 13.1.6.3, 13.1.6.4 and 13.1.6.5, the reports shall:

- Include completed maintenance inspection sheets (applicable to inspection)
- Detail findings and work performed including supporting photographs
- Include any findings from previous work to highlight specific trends identified
- An analysis of the historical data in a graphical and tabular format where applicable
- Take the format and representation of information and data approved by CCT
- Full report, data and raw data file submitted in a digital format approved by CCT.

The service provider shall attach to returnable schedule 14 A8 a sample report for Routine Maintenance as per clause 13.1.2 and one sample report covering the aspects of reports in clauses 13.1.6.3, 13.1.6.4 and 13.1.6.5.

13.1.9 Supply of material and parts

The fitment of all transformer components and parts, as detailed in the section A of pricing schedule 5 of this tender as well as those parts/material not provided for on the list shall be compatible with the existing equipment. All parts shall be fitted and tested strictly in accordance with the OEM/manufacture's instructions and guidelines. The tenderer shall provide proof of access to OEM approved or certified equivalent spares that may be required to successfully deliver to the requirements of this specification. The service provider shall attach proof to returnable schedule 14 A5 which shall comprise of supplier agreements or letters from suppliers confirming that the service provider has account with them.

It should be noted that transformer oil for all works stipulated in this section, shall be supplied by CCT. The service provider shall timeously notify CCT of the transformer oil required for the relevant work and any excess oil shall be returned to CCT.

13.1.10 Painting

13.1.10.1 All inferior or damaged paintwork needs to be removed as well as any foreign material such as transformer oil as well as surface rust that may be present. All labels and locks

shall be taped closed in such a way as to prevent any contact by means of direct spray or overspray and all tapes removed after spray work is completed. Alternate application methods can also be used but needs to be approved by CCT.

- 13.1.10.2 Corroded surfaces shall be cleaned, sanded and treated with an approved rust inhibiting primer.
- 13.1.10.3 Paints and inhibiting primer shall be supplied CCT and shall be applied in strict accordance with the paint manufacturer's instructions.
- 13.1.10.4 All painting shall be carried out on dry and clean surfaces and under suitable atmospheric and other conditions in accordance with the paint manufacturer's recommendations for coastal conditions.
- 13.1.10.5 The colour of the final coat of paint on outdoor equipment shall be to SANS 1091 (Cloud Grey) and the conservator shall be white.
- 13.1.10.6 All paintwork shall be left clean and perfect on completion of the Works.
- 13.1.10.7 Painting work shall be carried out and costed using the number of hours of labour needed for a painter, as provided for in section A of pricing schedule 5.

13.1.11 Corrosion Protection

- 13.1.11.1 A High Ratio Calcium Sulfonate Alkyd (HRCSA) corrosion protection system shall be applied to corrosion prone parts of the transformer.
- 13.1.11.2 The coating system shall consists of 2 components: a clear penetrant and topcoat. The clear penetrant is to be used in crevice corrosion associated with flanges, joints, fasteners, cover plates, inaccessible areas and any other areas identified by CCT. The Topcoat is for use over the Clear Penetrant and existing paint coatings with good adhesion and shall be as close as possible match the colour of the transformer which is SANS 1091 (Cloud Grey)
- 13.1.11.3 The coating system shall be suitable for use as an overcoat or an encapsulating coating on a variety of existing paints including, but not limited to lead based paint, inorganic/organic zinc, epoxy, vinyl, and alkyd.
- 13.1.11.4 The Service Provider shall have staff accredited to apply the coating system or have a subcontractor that has staff with the required accreditation.
- 13.1.11.5 The coating system shall be applied strictly as per its manufacturer's instructions and guidelines.
- 13.1.11.6 The service provider shall supply the penetrant and top coat per quantities requested by CCT at rates provided for section A of pricing schedule 5. Any corrosion work required shall be based on the number of hours required to carry out the work and CCT shall provide the material and any remaining material shall be returned to CCT. The pricing for supply of the penetrant and top coat as well as labour rate for an accredited applicator is provided for in

13.1.12 Sealing of Main Tank Top Cover

The service provider shall provide a detailed procedure for approval by CCT for sealing the top cover of a transformer using arc welding. The procedure shall include and not limited to the following: reducing the transformer oil level; applying a positive pressure on the transformer tank, safety precautions, drawings and or sketches detailing the steps and materials required.

The service provider shall submit for approval documentary evidence regarding the competence of all welders to be employed on the Works.

The cost of sealing of a top cover of a transformer will vary from one transformer to the next and the work will therefore be carried using the labour rates supplied in section A of pricing schedule 5 and materials shall be supplied as per the pricing instructions in pricing schedule 5

13.1.13 Dismantling, Removal, Transportation and Offloading

- 13.1.13.1 CCT shall isolate, disconnect and earth the transformer and handover to the service provider. City shall ensure that all protection and control circuitry has been made safe and electrically disconnected, to be proved to “dead” in the presence of the appointed service provider.
- 13.1.13.2 The service provider shall dismantle and remove all transformer loose parts, neatly pack on site in order to prepare the transformer for rigging out of the transformer bay (on site).
- 13.1.13.3 All rigging work shall only be undertaken by a qualified (trade tested and certified) rigger as per SAQA regulations.
- 13.1.13.4 All rigging equipment, mobile as well as workshops, shall be load tested and certified. The certificates shall be available at all times.
- 13.1.13.5 The service provider shall rig and remove the transformer from the transformer bay (on site) onto a suitable vehicle, prepare the transformer and all removable and non-removable accessories for transport to CCT via the rotatable process and offloading of the transformer at the destination.
- 13.1.13.6 The service provider shall ensure that impact recorders are installed on the unit. The impact recordings shall be logged at the commencement of the journey and at the end of the journey. These results shall accompany the transformer to its’ final destination and be included in the transformer test and certification documentation package that shall be submitted by the service provider and received by CCT responsible person at the handover of the unit.
- 13.1.13.7 The service provider shall ensure that the transformer is delivered to CCT designated site and all accessories shall be stored in crates, clearly marked and the description of each item well defined. All transformer oil openings to be tightly sealed off with 6mm [minimum] thick steel blanking plates and gaskets, Suitable sleepers (wood) shall be supplied to place the transformer onto where transformer plinth is not available.
- 13.1.13.8 The service provider shall transport the transformer and equipment on a lowbed tuck with an air suspension.
- 13.1.13.9 The service provider should also ensure that all accessories accompany the transformer to its destination, and a clearly documented audit trail provided.
- 13.1.13.10 The service provider shall ensure that standard roads and transportation regulations of sensitive consignment are considered and adhered to and that the vehicle and rigging capabilities shall be of the stipulated power transformer loads (7.5-240MVA).

13.1.14 Bushing insulators

13.1.14.1 General

All bushings shall comply with the requirements of SANS 60137 and shall have a rated current of not less than 120% of the maximum current rating of the transformer terminals.

The creepage for all bushings shall be 31 mm/kV minimum.

All bushings rated at 33 kV and above shall be of the condenser type and shall be free of partial discharges when tested in accordance with SANS 60270.

13.1.14.2 Bushing Types

The bushing types shall be as stipulated in section A 2.1 and 2.2 of pricing schedule 5. Where the required bushings are not listed in the section A of pricing schedule 5, the service provider shall supply replacements in terms of clause 13.1.9.

13.1.14.3 Test Tappings

Pressure contacts against the outer earth layer of the bushing condenser are not acceptable.

The test tap contact and earthing system shall be adequately designed so as not to be damaged by repetitive fast transient currents during the life of the bushing

Test tappings of approved design and materials shall be provided on all capacitance graded bushings.

13.1.14.4 Supply and Replacement of Bushings.

In the event that bushing has failed, the service provider must compile a report detailing the cause of failure accompanied by test reports

Bushings shall be stored in accordance with manufacturer's instructions.

Where bushings are no longer manufactured, equivalent model can be supplied and must be agreed with CCT.

The Bushings shall be supplied complete with seals and gaskets, assembled, installed and tested in accordance with the OEM instructions and a test certificate shall be issued on completion of the work. The testing shall include Power Factor and/or Tan δ tests.

13.1.15 NER's and NECRT's

The scope of works on the NER's and NECRT's comprises of the following:

- Supply of bushings for installation by CCT.
- Removal of damaged bushing and installation and testing of replacement bushings in accordance with the specifications provided for under clause 13.1.14 of this specification.
- Repairs and maintenance to tanks i.e. leak repairs, rust removal, repainting and corrosion protection in accordance with clauses 13.1.10 and 13.1.11.

13.1.16 Online Breakdown Voltage and Gas Analysis monitoring device

The field device installed on HV transformer to provide online repeatable measurement of the following as a minimum; breakdown voltage, water content, temperature and dissolved gases in transformer oil i.e. Hydrogen (H₂) and Carbon Monoxide (CO).

The device must be suitable for installation on all transformers installed on the CCT HV network and be suitable for the full operating characteristics and environment of the units as per SANS 60076. The device will be wired to the transformer marshalling kiosk for SCADA

communication preferably via IEC 61850 protocols for monitoring and data capturing, storage and analysis. Alternative protocols such as IEC 60870-5-101/103/104 and Modbus will also be considered.

The device will be installed in accordance with the OEM recommended instructions using the labour rates in section A of pricing schedule 5 and retrofit fittings and materials will be dealt with in terms of clause 13.1.9.

13.1.17 Online Transformer Moisture Removal Device

A device designed to be permanently installed on transformers/reactors with the function of removing dissolved water as well as particulate contaminants from insulating oil in a controlled manner using filter technology whilst the transformer remains in service. The term permanent is used to distinguish this technology from that of mobile filtration plant but does not necessarily mean the equipment cannot be moved from transformer to transformer. The functional requirements shall be as follows:

- The system shall be designed for continuous operation and shall not impose any risk to the safe operation of the transformer.
- The flow rate of the system shall ideally be around 400 litres/hour, however any selected speed shall provide a balance between effective drying and avoiding dangerous condition in a transformer. The speed of the oil leaving and returning into the transformer shall not exceed 500 mm/s.
- The moisture removal rate per single pass through the filter system shall be a minimum of 1 ppm with the oil at a temperature of 40°C at the designed speed.
- The filter system shall have the capacity to hold at least 6 litres of dissolved water before saturated.
- The system shall be able to shut down (stop circulating) on its own when the moisture in paper level has dropped to a set value, which shall be between 0.5%-3% (programmable).
- The system shall be fitted with non-resettable digital counter for the oil litres that have passed through it.
- The system shall remove both dissolved moisture in insulating oil as well as particulate contaminants up to 5 micron.
- The system shall be dedicated for moisture removal and not degassing of the oil, i.e. ideally it must not remove gasses or the changes must not impede the fault diagnostics.
- The system shall be provided with a compartment that will trap any bubbles before the oil returns to the transformer.
- A gauge glass shall be provided to monitor the volume of collected air in the compartment.
- The monitor shall be fitted with a float switch that will cut electrical supply to the oil pump of the drying system if gas collects in the air trap but before any bubbles are pumped into the transformer.
- A warning light shall be provided to indicate gas collection trip.
- Particle filter saturation shall be indicated by light and alarm signalling
- The system shall be provided with shut-off valves on the oil inlet and outlet pipes accessible from ground level.
- Replacement of filter cartridges shall be possible with the transformer in service. Bleeding of the system after cartridge replacement shall be possible with the transformer in service.
- The system shall be provided with moisture in oil sensor to enable the user to measure the moisture content in the oil before and after the filter elements. Display shall be in ppm.
- Provision shall be made for connecting the system to the substation earth mat.

The following minimum data registers/signals must be available for interrogation via the

communication interface:

- Percentage saturation of the cartridges.
- Moisture in paper as percentage
- Water ppm value in to the system- Moisture sample taken to be referenced with a temperature, date and time stamp.
- Water ppm value out from the system.
- Error code for a particular fault

The device must be suitable for installation on all transformers installed on the CCT HV network and be suitable for the full operating characteristics and environment of the units as per SANS 60076. The device will be wired to the transformer marshalling kiosk for SCADA communication preferably via IEC 61850 protocols for monitoring and data capturing, storage and analysis. Alternative protocols such as IEC 60870-5-101/103/104 and Modbus will also be considered.

The device will be installed in accordance with the OEM recommended instructions using the labour rates in section A of pricing schedule 5 and retrofit fittings and materials will be dealt with in terms of clause 13.1.9.

13.1.18 Applicable Section D Clauses

All the clauses from Section D of this tender are applicable to this section.

SECTION B: ON-LOAD TAPCHANGERS

This specification is detailed in the following content:

- Introduction
- Scope of specification
- Requirements for maintenance services
- Detailed specifications
- In-Tank Type OLTC
- Out-of-Tank (compartment type) OLTC
- Replacement Parts/Material
- Applicable Section D clauses

13.2 INTRODUCTION

This specification provides for the maintenance of the High Voltage Power Transformer On-Load Tapchangers (OLTC) as specified in the following sections of this document and includes inspection, investigation, testing and commissioning as per the latest Installation, Operation and Maintenance (IOM) manuals of Original Equipment Manufacturers (OEM).

13.2.1 SCOPE OF SPECIFICATION

This specification covers the requirements for the on-site inspection, investigation, repair, refurbishment, maintenance and testing of High Voltage Power Transformer On-load tapchangers in the CCT network.

CCT have both the in-tank and out-of-tank OLTC's. The scope of work in the specification entails:

- Inspecting, refurbishment and testing of OLTC's in accordance with OEM advised standard procedure, and in accordance with OEM advised maintenance intervals when required.
- Supply all required standard service OEM approved or certified equivalent materials.
- Supply strategic OEM approved or certified equivalent spares (if required)
- Upgrade selected components on OLTC's on advice/recommendation of the OEM with approved or certified equivalent components.
- Implement any OEM advised extraordinary service interventions aimed at reducing the operational risk of the affected OLTC's; and to
- Repair any unknown defects or non-conformances found during inspections or routine maintenance.

Service provider(s) appointed will be responsible to carry out the inspection, investigation, refurbishment, maintenance and testing of on-load tapchangers and supply maintenance OEM approved or certified equivalent materials or service kits.

CCT performs maintenance on out-of-tank OLTC's but from time to time the service provider will be required to perform routine maintenance when CCT don't have adequate capacity or skills to perform the required maintenance.

The work on site is to be executed by a trained and experienced service team provided by the service provider.

The typical frequency of inspections and maintenance on OLTC's vary depending on the make and type of the equipment and shall be planned by CCT in conjunction with the service

provider in line with OEM recommended cycles.

13.2.2 REQUIREMENTS FOR MAINTENANCE SERVICES

- 13.2.2.1 The Service Provider shall carry out work detailed in this specification on OLTC's as per OEM maintenance protocols which shall form part of the maintenance records. The Service Provider shall have a proven track record of years relevant experience in work detailed in this specification on HV Power Transformer OLTC's as listed in Table A of this specification. The details of work performed on OLTC's including the specific work, details of the equipment worked on, duration and date of the work and referral client information in returnable schedule 14 B1. The information shall be used to establish the number of years of relevant experience of the tenderer.
- 13.2.2.2 The supervisor/site manager is competent and has a minimum 5 years relevant experience and technical knowledge to supervise and manage the work detailed in specification on On-Load Tap-Changers. The service provider shall provide the name of the supervisor and the details of work performed on OLTC's including the specific work, details of the equipment worked on, duration and date of the work and referral client information in returnable schedule 14 B2. A detailed CV shall be attached to the returnable schedule for each supervisor. The information shall be used to establish the relevant experience of the supervisors and the number meeting the minimum of 5 years' experience.
- 13.2.2.3 The Service Provider shall have appropriate Service Technicians required for the entire duration of the contract and can be replaced as long as the replacement meets the same requirements specified in clause 13.2.2.4.
- 13.2.2.4 The Service Technicians shall have a minimum of three (3) years relevant experience and technical knowledge to carry out the work detailed in this specification. The service provider shall provide the name of the service technician and details of work performed on OLTC's including the specific work, details of the equipment worked on, duration and date of the work and referral client information in returnable schedule 14 B3. A detailed CV shall be attached to the returnable schedule for each service technician. The information shall be used to establish the relevant experience of the service technician and the number meeting the minimum 3 years' experience.
- 13.2.2.5 The Service Technician Assistants have a minimum of 2 years' experience working on the HV Power Transformer OLTC's.
- 13.2.2.6 The service provider shall be required to deploy specialists on this contract but only with the prior approval of CCT. A specialist is a person who has specific experience and knowledge on a restrictive field or scope of work.
- 13.2.2.7 The Service Provider shall provide transport to and from site and be able to move their equipment with this transport. The Service Provider shall provide a list of transport and plant to demonstrate its capability to perform the work specified in this section. The Service Provider shall complete returnable schedule 14 B4 and attach all supporting documents to it.
- 13.2.2.8 In the event that the Service Provider observes additional work (at individual sites) not listed in the scope of work, approval must be sought in writing for such further works from CCT, before continuing with an additional work.
- 13.2.2.9 All work performed within the context of this tender shall be compliant with the relevant Health and Safety Legislation as well as the relevant Environmental Legislation as detailed in this document.
- 13.2.2.10 The Service Provider shall be required to attend planning meetings with role players within

13.2.3 DETAILED SPECIFICATIONS

Power transformers with on-load tapchangers that need to be inspected, investigated, repaired, maintained and refurbished are located in three areas, viz. HV SS East, North and South. The contact details for persons to acquire access to sites in these areas will be supplied at the contract stage.

The service provider will be responsible to carry out work and parts replacement (such as contacts and transition resistors) on the various types of on-load tapchangers in accordance with the OEM guidelines and protocols. Power Transformer on-load tapchanger maintenance.

On completion of inspection and maintenance of each OLTC, the service provider shall submit a full report on the work done, findings and items that could not be attended to as part of the routine maintenance scope of the work and that need to be actioned by CCT.

On completion of refurbishment work on an OLTC, the service provider shall handover the equipment as per 13.4.6 and submit a full report of the work and tests performed.

The reports upon completion of both inspection and maintenance as well as refurbishment work shall as a minimum:

- Include completed maintenance inspection sheets (applicable to inspection)
- Detail findings and work performed including supporting photographs
- Include any findings from previous work to highlight specific trends identified
- An analysis of the historical data in a graphical and tabular format where applicable
- Take the format and representation of information and data approved by CCT
- Full report, data and raw data file submitted in a digital format approved by CCT.

The Service Provider shall complete returnable schedule 14 B8 and attach the sample inspection and maintenance report and a refurbishment report

13.2.3.1 In-Tank Type OLTC

13.2.3.1.1 An inspection and maintenance consists of a visual check of the motor-drive mechanism and the conservator while the transformer is in service. Inspection procedure includes the following:

-
- Checking of the breather
- Checking of the oil level in the conservator
- Checking of the motor and the counter
- Checking of the emergency stop
- Checking of the earth strap
- Checking of the heater

13.2.3.1.2 A refurbishment consists of lifting and cleaning of the diverter/selector switch insert, checking of the insert and change-over selector (if any, checking of the transition resistor, checking of contacts and the motor drive-mechanism. The refurbishment procedure includes but is not limited to the following:

- Draining, testing, filling and filtering of oil
- Lifting and cleaning the diverter/selector switch
- Cleaning the diverter/selector switch compartment and oil filter (if any)
- Replace breathers

- Replace worn fixed and moving contacts
- Record transition resistors and compare to name plate information where applicable
- Checking correct alignment position of the diverter/ selector switch before lowering
- Lowering the diverter switch/selector switch
- Align contact positions and timing
- Check alignment and synchronise diverter/selector switch and motor drive
- Replace faulty pressure-relay
- Checking and lubrication of the motor drive mechanism
- Check all electrical and mechanical limits
- Repair the motor-drive mechanism if required
- Carry out OEM recommended tests
- Putting back into operation.

13.2.3.2 Out-of-Tank Type (Compartment Type) OLTC

13.2.3.2.1 CCT routinely performs inspections, maintenance and refurbishment of out-of-tank oltc's but from time to time but the Service Provider will be required to perform the work when CCT don't have adequate capacity and skills to handle the volume of work.

13.2.3.2.2 An inspection consists of a visual check of the motor-drive mechanism and the conservator while the transformer is in service. Inspection and investigation procedure includes but not limited to the following:

- Drain oil
- Open front cover and inspect the defects
- Check all contact epoxy boards for cracks or any other defects
- Check barrier boards for cracks and defects
- Check fixed contacts and alignment
- Check moving contacts assembly and contacts
- Check insulated drive shafts, intermediate gears and couplings for wear and defects
- Inspect pressure relays for defects and check settings
- Inspect mechanical drive mechanism for defects
- Record transition resistor values and compare with the name plate information where applicable
- Test moisture content and dielectric strength, filter and restore.

13.2.3.2.3 A refurbishment of the tapchanger shall include but not limited to the following:

- Draining, testing, filtering and filling of oil
- Cleaning the selector switch compartment and oil filter (if any)
- Replace the breathers
- Check fixed contact alignment
- Replace worn fixed and moving contacts
- Record transition resistor values and compare with the name plate information where applicable – replace only when necessary
- Replace faulty pressure-relay
- Checking and lubrication of the motor drive mechanism
- Check all electrical and mechanical limits
- Repair the motor-drive mechanism if required
- Carry out OEM recommended tests
- Putting back into operation.

13.2.3.3 The successful Service Provider must be able to source, supply and deliver main

components of the OLTC's with their recommended OEM approved or certified equivalent accessories when required. The main components are; fixed contacts, moving contacts, fixed transition contacts, moving transition contacts and transition resistors.

- 13.2.3.4 Contacts replacement consists of checking the wearing of the contacts and a possible replacement of moving and fixed contacts. It should be noted that the contacts can withstand a very large number of switching operations and replacement may not always be necessary during the life of the transformer.
- 13.2.3.5 The following tightening torques are recommended, unless otherwise stated in the maintenance guide.
- M6 - 10Nm
 - M8 - 24.5Nm
 - M10 - 49Nm
 - M12 - 84Nm

13.2.4 Supply of Materials and Replacement parts

The Service Provider shall supply OEM approved or certified equivalent parts or components that are compatible with the equipment and shall be fitted and tested strictly in accordance with the OEM/manufacture's instructions and guidelines. The Service Provider shall provide proof of access to OEM approved or certified equivalent spares that may be required to successfully deliver to the requirements of this specification. The service provider shall attach proof to returnable schedule 14 B5 which shall comprise of supplier agreements or letters from suppliers confirming that the service provider has account with them.

It should be noted that transformer oil for all works stipulated in this section, shall be supplied by CCT. The service provider shall timeously notify CCT of the transformer oil required for the relevant work and any excess oil shall be returned to CCT.

13.2.5 Applicable Section D Clauses

All the clauses from Section D of this tender are applicable to this section.

SECTION C: ELECTRICAL TESTING

This specification is detailed in the following content:

- Scope of the Specification
- Electrical Tests and requirements
- Electrical Test Equipment
- The requirements of the Technical Staff
- The requirements of the Service Provider
- Training
- Applicable Section D clauses

13.3 Scope of the Specification

This specification details requirements for the resources, skills and expertise required to perform electrical testing on all high voltage power transformers and OLTC's installed of the CCT High Voltage network.

13.3.1 Electrical tests and requirements

The electrical tests are to be performed are as follows:

- a) Winding insulation power factor and capacitance
- b) Bushing insulation power factor and capacitance when test taps are available
- c) Exciting current on all tap positions
- d) Ratio on all tap positions
- e) Short circuit impedance
- f) Sweep Frequency Response Analysis (SFRA)
- g) Dielectric Frequency Response (DFR) or Frequency Domain Spectroscopy (FDS)
- h) DC winding resistance on all tap positions
- i) Core Insulation resistance
- j) Winding insulation resistance
- k) Ductor Test

13.3.1.1 The service provider shall attach proposed test procedures for each electrical test type to returnable schedule 14 C6. The test procedures shall provide a detailed step by step method of performing each electrical test including the precautions that need to be taken.

13.3.1.2 Test reports shall be submitted no later than 48 hours after all electrical testing is complete.

13.3.1.3 The report shall detail the results of the test(s) in a graphical and/or tabular form for ease of interpretation and shall include historical data to show a clear picture of the performance of the equipment over time. The format of the report and representation of the results shall be approved by CCT. In the event of tests being carried out to establish the cause of equipment failure, the report shall identify the failure mode and location of the fault. All the reports and data shall be provided in a digital format approved by CCT and shall be accompanied by all raw data files.

13.3.1.4 The test report shall always include:

- Transformer's nameplate information;
- site information, and transformer circuit designation;
- date on which the test was performed;
- Serial Number of test set
- transformer's temperature; and
- Ambient temperature and humidity.

13.3.1.5 Service Providers are also required to submit a sample Electrical Test Report in line with requirements of clauses 13.3.1.3 and 13.3.1.4. The service provider shall attach a sample report to the returnable schedule 14 C9.

13.3.1.6 Electrical tests shall be performed in the presence of CCT's representative.

13.3.2 **Electrical test equipment**

13.3.2.1 Test equipment shall satisfy the minimum safety requirements, such as the availability of safety switches, or energised equipment indication or warning lights, warning beeps, safety strobes, etc.

13.3.2.2 Calibration of equipment shall be performed by a recognised laboratory as per the OEM requirements and the service providers shall ensure that equipment used is always in good working order and has a valid calibration certificate. The service provider shall submit valid calibration certificates to CCT upon request.

13.3.2.3 The technical requirements of test equipment need for each electrical test is listed in Table B: Electrical Tests of this specification.

13.3.2.4 The Service provider shall provide a register of all test equipment with make and model including serial numbers for the different electrical test. The Service Provider shall complete returnable schedule 14 C4 with all the required information. The information is required to assess the proposed equipment in terms of the test requirements in Table B.

13.3.3 **The requirements of the Technical staff**

13.3.3.1 The Test Technicians shall have a minimum of 3 years' experience in the specified electrical Testing. The service provider shall complete the name of the Test Technician and details of electrical tests performed on HV Power Transformers and OLTC's and include the specific electrical tests performed, details of the equipment tested, duration and date of the work and referral client information in returnable schedule 14 C3. A detailed CV shall be attached to the returnable schedule for each test technician. The information shall be used to establish the relevant experience of the service technician and the number meeting the minimum of 3 years' experience.

13.3.3.2 The test technician shall be fully trained and certified to operate test equipment by the OEM or certified agent. Bidders shall submit documentation to prove compliance to this requirement.

13.3.3.3 The Senior Technicians who will interpret, analyse the test results and compile the test report in line with clauses 13.3.1.3 and 13.3.1.4 and shall have minimum of five (5) years' relevant experience. The service provider shall complete the name of the Senior Test Technician and the details of interpretation, analysis and reporting of test results of Electrical Tests performed on HV Power Transformers and OLTC's and include the specific electrical tests performed, details of the equipment tested, duration and date of the work and referral client information in returnable schedule 14 C2. A detailed CV shall be attached to the returnable schedule for each senior test technician. The information shall be used to establish the relevant experience of the Senior Test Technician and the number meeting the minimum of 5 years' experience.

- 13.3.3.4 Service Providers shall list names, and qualifications of all staff who will be performing onsite tests and who will perform the interpretation of test data.
- 13.3.3.5 The service provider shall be required to deploy specialists, on this contract only with the prior approval of CCT. A specialist is a person who has specific experience and knowledge on a restrictive field or scope of work.

13.3.4 The requirements of the Service Provider

- 13.3.4.1 The Service Provider shall have experience in performing electrical testing on power HV Power Transformers and OLTC's with a proven years track record and the service provider shall complete details of Electrical Tests performed on HV Power Transformers and OLTC's including the specific electrical tests performed, details of the equipment tested, duration and date of the work and referral client information in schedule 14 C1. The information shall be used to establish the number of years of relevant experience of the tenderer.
- 13.3.4.2 The Service Provider shall be required to respond to emergency work and is expected to have resources (personnel and test equipment) on site within 24 hours after notification.
- 13.3.4.3 CCT shall be responsible for the disconnection of all conductors, busbars, and cables connected to the transformer to facilitate testing.
- 13.3.4.4 In a case where a crane or a bucket truck is required to reach the top of the transformer, CCT shall provide such a crane or a bucket truck together with the operator. Bidders shall be responsible for the disconnection of all conductors, busbars, and cables connected to the transformer to facilitate testing.
- 13.3.4.5 The Service Provider shall complete the duration in number of hours required by the test team for each type of test in the returnable schedule 14 C5. The number of hours required to conduct the test shall include travel time as well as the time to complete the test report.
- 13.3.4.6 The service provider shall note that in exceptional circumstances where the specified tests and/or tests cannot be performed in the durations stipulated in schedule 14 C5 of this specification, the hourly rates for the test team members shall be used to determine the price and shall require CCT approval prior to commencement of any work.
- 13.3.4.7 The required sequence of testing and the type of tests required shall be agreed with CCT prior to commencement of work. The service provider shall seek prior approval from CCT in writing prior to performing any additional testing that may be required stemming from the results of the initial testing.

13.3.5 Training

The City of Cape Town requires its technical staff, on an ad-hoc basis and as requested, to be trained and competent to perform all electrical testing required on Transformers, OLTC's, NER's and NECRT's.

The Service Provider shall provide a description of the contents and duration of each course and prerequisites, if any, required of course participants. The information shall be of sufficient detail to evaluate the course and shall be attached to Schedule 14 C7.

The training instructors provided shall have proven previous experience conducting the specified training for a minimum of three (3) years. The instructors shall have a complete and thorough knowledge of the equipment and course material. The service provider shall complete details of training provided including the content of the courses, duration and date of the course and referral client information in schedule 14 C8 and attach a detailed CV of the training instructor. The information shall be used to establish the number of years of

relevant experience of the Training Instructor.

The scope of the training shall include but not limited to all testing listed in Table B of this specification and required in the course of operating, maintaining, repairing and refurbishing of HV Transformers, OLTC's, NER's and NECRT's. The course shall comprise of the background and theory of the testing; the testing procedures; safety and precautions to be taken; the interpretation of the results and further testing that may be required.

CCT shall be responsible to provide a venue for the classroom training.

The course shall accommodate five (5) candidates and each course participant shall receive a copy of the training manuals and other pertinent materials with all changes and revisions to manuals and other documentation used during the training course.

All notes and learning material compiled in the execution and delivery of this tender will become the intellectual property of the City of Cape Town.

13.3.6 **Applicable Section D Clauses**

The following clause from Section D of this of this tender are applicable to this section.

13.4.1 Labour	13.4.13 Protective Clothing	13.4.18 Operating Regulations and permits
13.4.2 Transport	13.4.14 Workmanship and Behaviour	13.4.19 Responsibility in terms of the OHS Act
13.4.10 House Keeping and Cleanliness of site - Clause 13.4.10.1	13.4.15 Contactability and site supervision	13.4.22 Unauthorised Persons
13.4.11 Access to Sites	13.4.16 Submission of Invoices	13.4.23 Key Personnel
13.4.12 Security	13.4.17 Additional Work	13.4.24 Meetings
13.4.26 Sundries		

SECTION D: GENERAL REQUIREMENTS

13.4 This section specifies requirements that are applicable to section A, B and/or C. In each of the sections A – C the specific clauses applicable from this section are defined

13.4.1 Labour

The hourly labour rates provided is for work that is not specifically outlined in the sections of pricing schedule 5 and to make provision for extraordinary/unforeseen circumstances where work may be required relating to the broader scope of investigating, testing, repairs, maintenance and refurbishment of transformers, OLTC's and NER/NECRT's and associated equipment. In these cases the amount of hours and resources allocated shall be formally agreed with CCT prior to execution of the work.

13.4.2 Transport and Plant

The rates for transport and plant shall be completed in full in the relevant sections of pricing schedule 5. The service provider shall be responsible for providing accurate records of transport used, kilometers traveled and hours of use of plant as part of a claim/invoice. The service provider will reasonably be required to provide any additional information deemed necessary by CCT in order to process claims/invoices.

13.4.3 Site establishment

- 13.4.3.1 This shall include staff induction, processing equipment, establishment of adequate electricity supplies, etc.
- 13.4.3.2 The site established shall be a clean and dry environment with temporary or permanent structures as required, a detachable roof is recommended. A positive pressure and climate conditions is a must for a clean and workable environment.
- 13.4.3.3 The service provider shall bring his own transformer drying equipment and heavy lifting machinery to enable the required work required on transformers sized from 10 to 240 MVA respectively.
- 13.4.3.4 CCT shall ensure an area 4-6 times the transformer footprint area for site establishment; the service provider shall be responsible for the preparation and the site area.
- 13.4.3.5 The service provider shall ensure the site is safe and necessary barricading installed when working in a live yard, ensuring both safe working conditions for the service provider and the team members while also ensuring that normal City of Cape Town operations continues.
- 13.4.3.6 The service provider must have a suitable site manager with ORHVS certification (responsible person's level 2) on site at all times during work operations on site.

13.4.4 Maintenance General Documentation

- 13.4.4.1 A purchase order shall be issued by CCT for any work to be carried out.
- 13.4.4.2 The Service Provider shall compile a detailed scope of work per site and submit it to CCT with a detailed works programme, listing work site, commencement date of works, and expected finalization date for works for approval.
- 13.4.4.3 The equipment identification information (make, serial number, type etc.) on the work order shall be compared with equipment nameplate on site at each inspection. Any change in

the information shall be noted and returned to CCT.

13.4.4.4 All faults, repairs and replacements effected during inspections and maintenance work shall be recorded on feedback forms or check sheets, and returned in the form of a report to CCT.

13.4.4.5 The Service Provider must record all works carried out, and forward the record to CCT.

13.4.5 Inspection of Work

For each section of the work, the Service Provider shall notify CCT when his work is ready for inspection and testing at the following stages:

13.4.5.1 Upon completion of all maintenance work, on individual units and prior to energization, the Service Provider will only be allowed to continue with specified work after acceptance of each completed stage as specified above.

13.4.5.2 CCT will inspect each completed stage of the work and endorse the prescribed checklist or handover certificate before acceptance of the Service Provider's work.

13.4.5.3 No payment can be authorised without acceptance of the checklists and handover certificates by CCT.

13.4.5.4 Matters arising from work carried out by the Service Provider which is not adequately addressed by the checklists or handover certificates may be detailed by the Project Manager on a "Snag List".

13.4.5.5 The Service Provider will be required to successfully address all outstanding issues and defects on the "Snag List" within 5 working days of when the issues or defects were identified.

13.4.6 Handing over

On completion of specified works, the service provider ensures that the required testing, agreed to with CCT, is completed and issue a required reports together with all elements such as test results, analysis of results, photographs, certificates etc. to CCT and handover the transformer. It shall however be noted that before final hand over, CCT may also carry out their own quality control tests, inspections and checks, any defects and concerns shall be rectified by the service provider within agreed timeframes.

13.4.7 Oil Handling

The service provider responsibilities are as follows:

- Transfer oil from the transformer/tapchanger to the storage containers ensure a positive pressure on the transformer
- Oil shall be tested for moisture and dielectric strength, circulated through an oil purification plant until it meets the requirements when tested in accordance with IEC 60814 and 60156.
- Oil shall be transferred under vacuum from the storage container to the transformer.

13.4.8 Supply and Installation of new gaskets

13.4.8.1 Remove all traces of old gasket from both surfaces to be sealed and inspect surfaces for cracks or gouge or scour marks that will allow oil to seep through, and repair using suitable filler where required.

13.4.8.2 Supply and install new gasket and check that new gasket joint and holes coincide with studs or bolt holes.

- 13.4.8.3 Assemble the joint and gasket evenly, clamp the gasket until it is compressed as per OEM instructions.
- 13.4.8.4 Trim off excess gasket protruding from the clamped joint.
- 13.4.8.5 Take precautions to prevent equipment and tools from falling into the transformer/tapchanger.

13.4.9 Site rehabilitation

- 13.4.9.1 After completion of project the service provider shall ensure that the site is clean and returned to its original state, any building damage shall be repaired. All surplus and dismantled equipment and material shall remain the property of CCT and shall be transported to a CCT designated site.
- 13.4.9.2 If there is oil spillage it shall be reported to CCT and a detailed report on how the spillage occurred and the procedure of the removal of the oil from the soil shall be given to CCT. The service provider must arrange at their own cost the specialised oil spill management company to perform the rehabilitation process and must provide CCT with the clearance certification for safekeeping.

13.4.10 House Keeping and Cleanliness of Sites

- 13.4.10.1 The service provider must keep the site clean at all times.
- 13.4.10.2 The service provider must take responsibility for carting away of surplus material at his cost after completion of the work.
- 13.4.10.3 The service provider shall ensure, inter alia, that suitable housekeeping is continuously implemented on the Site, including provision for the:
 - removal of scrap, waste and debris, and materials which are no longer required for use, at appropriate intervals (in accordance with Construction Regulation 27)
 - proper stacking and storage of materials and equipment (in accordance with Construction Regulations 27 and 28).

13.4.11 Access to sites

CCT shall ensure that the service provider have access to sites and all necessary permits and approvals are in place at all times.

13.4.12 Security

All equipment and material shall be safely stored and protected against possible theft or damage. All equipment shall be the service provider's responsibility for the duration of the project including CCT's equipment being used by them.

13.4.13 Protective Clothing

- 13.4.13.1 The Service Provider must provide all protective clothing for employees under his control. This is to include arc flash overalls, boots, hard hats and any other protective clothing required.
- 13.4.13.2 The Service Provider needs to provide lanyards or safety belts for working at heights.
- 13.4.13.3 A well maintained and stocked first aid box supplied by the Service Provider shall always be made available for use in case of emergency at the worksite.

13.4.14 Workmanship and Behaviour

- 13.4.14.1 The quality of work must be of the highest standard, and shall be guaranteed for a minimum period of twelve (12) months.

- 13.4.14.2 Employees of the Service Provider are required to be courteous and professional on site, and are to be dressed neatly in a uniform manner that would reflect professionalism.

13.4.15 Contactability of Site Supervision

The Service Provider's site supervisors must be provided with cell phones to facilitate easy communication with CCT. CCT must be provided with a list of all phone numbers on commencement of the contract.

13.4.16 Submission of Invoices

The Service Provider will be required to submit invoices and prescribed checklists on completion of the work for which he will be held responsible. The invoices and checklists will be countersigned by CCT, after which it will be submitted to the City's Accounts Payable Department.

13.4.17 Additional Work

- 13.4.17.1 On occasion, the Service Provider may be required to undertake work additional work within the scope of this tender. In these instances the Service Provider must be prepared to undertake the work at the rates quoted in the relevant section of pricing schedule 5 of this tender.
- 13.4.17.2 All authorised overtime work will be paid in accordance to the Basic Conditions of the Employment Act 1997, based on the rates provided in the relevant section of pricing schedule 5 of this tender, subject to prior approval of CCT.

13.4.18 Operating Regulations and Permits

- 13.4.18.1 NRS 040 Operating Regulations are applicable. Contractor's staff on site must be eligible for appointment as responsible person in terms of NRS 040 with a valid NRS 040 Responsible Persons Training certificate.
- 13.4.18.2 A NRS 040 training certificate is considered as valid if training for NRS Responsible person was completed in line with SAQA unit standard 242766: Demonstrate knowledge and understanding of operating regulations for high voltage systems. The Service Provider shall submit proof that the Contractor's staff is eligible for appointment as responsible person.
- 13.4.18.3 The responsible person on site shall at all times be in possession of a work permit and a signed risk assessment for the equipment he is working on and all work shall be done with compliance of NRS040.
- 13.4.18.4 The Contractor's staff conducting the maintenance activities in terms of this tender shall be assessed and authorised as Responsible Persons by the City of Cape Town before any maintenance activities can be allowed.
- 13.4.18.5 The authorisation period shall be limited to the duration of the contract period.

13.4.19 Responsibility in Terms of the OHS Act

- 13.4.19.1 In compliance with Occupational Health and Safety Act the Contractor shall submit a comprehensive Health and safety plan for approval by CCT. The health and safety plan shall address all Identified hazards on site and shall include but not be limited to:
- The safety management structure including the names of all designated persons such as the site supervisor and any other competent persons;

- Safety method statements and procedures to be adopted to ensure compliance with the OHS Act. Aspects to be addressed shall include, as a minimum:
 - Storage and use of materials
 - The use of tools, vehicles and plant (lifting equipment in particular)
 - Temporary support structures (where applicable)
 - Protection against falling items
 - Working at height
 - Excavation work (where applicable)
 - Working in close proximity to live underground and overhead electrical services
 - The provision and use of temporary services
 - Compliance with way-leaves, permissions and permits (where applicable)
 - Safety equipment, devices and clothing to be employed
 - Emergency procedures
 - Induction and training
 - The outbreak of highly contagious pathogens of epidemic or pandemic proportion
 - Arrangements for monitoring and control to ensure compliance with the safety plan

13.4.19.2 The Service Provider shall be responsible for the safety of the public and liable for any accident or injury to any member of the public, as a direct result of ongoing contract work.

13.4.19.3 Any additional protective equipment required due to particular site circumstances or as instructed by CCT.

13.4.19.4 All the above-mentioned equipment shall be made available for inspection by CCT prior to commencement of work.

13.4.19.5 Repeated non-performance by a Service Provider will result in the City initiating the default process which may lead to termination of the contract.

13.4.19.6 No work shall be undertaken without prior approval of CCT.

13.4.20 **Maintenance Planning and Scheduling**

CCT shall produce a maintenance schedule together the service provider before work can commence and the schedule shall be updated and distributed on a bi-weekly basis in PDF format.

13.4.21 **Safety and Preparation**

- Prior to a scheduled outage on each site, ensure that the correct equipment, material and personnel are available
- Carry out a risk assessment in accordance with the OEM requirements before commencing any work
- Apparatus to be tested, investigated, repaired and refurbished shall be isolated and earthed in accordance with NRS 040.
- Erect barricading in accordance NRS 040
- Erect scaffolding (where required)
- Ensure all tools, equipment and materials are placed inside the barricaded area where they will not hinder or obstruct any worker.
- All inspections, investigations, repairs, maintenance and refurbishment tasks shall be carried out by, trained personnel and in accordance with the OEM approved

maintenance procedures, or as otherwise directed by CCT.

- All solvents, lubricants, pastes or grease that are used when performing maintenance shall be as specified in manufacturer's manuals or maintenance instructions, or as otherwise directed by CCT.

13.4.22 Unauthorized Persons

The Service Provider shall keep unauthorized persons from the Works at all times.

13.4.23 Key Personnel

The Service Provider shall submit a schedule of key personnel, with contact particulars upon commencement of the contract.

13.4.24 Meetings

13.4.24.1 Technical meetings shall be held, on Site as often as deemed necessary by CCT.

13.4.24.2 The Service Provider shall arrange for the Service Provider's representative to attend these meetings.

13.4.24.3 Site meetings shall be held upon commencement of the Contract and thereafter to be held monthly or as deemed necessary by CCT.

13.4.24.4 The Service Provider is required to hold Health and Safety meetings monthly and keep his safety file updated.

13.4.25 Training

The City of Cape Town requires its technical staff, on an ad-hoc basis and as requested, to be trained and certified where required to be competent to carry out maintenance procedures on HV Transformers, OLTC's, NER's and NECRT's.

The Service Provider shall provide a description of the contents, duration of each course and prerequisites, if any, required of course participants. The information shall be of sufficient detail to evaluate the course and shall be attached to Schedule 14 A7 for HV Power Transformers and Schedule 14 B7 for OLTC's.

The Training Instructors provided shall have proven previous experience conducting the specified training for a minimum of three (3) years. The training instructors shall have a complete and thorough knowledge of the equipment and course material. The service provider shall complete details of training provided including the content of the courses, duration and date of the course and referral client information in schedule 14 A6 for HV Power Transformers and/or schedule 14 B6 for OLTC's of this specification and attach a detailed CV of the training instructor. The information shall be used to establish the number of years of relevant experience of the Training Instructor.

The scope of the training shall be as follows:

- a. First line maintenance training which shall include but not limited to basic theory, operation and maintenance of the equipment and practical on-the-job application of the training provided.
- b. In-depth specialised training which shall include but not limited to specialised maintenance and refurbishment procedures such as physical inspection; part replacements; special precautions and procedures; stripping and re-assembly of

equipment; required recommissioning tests etc. The training shall include theory on the operation of the equipment and practical on-the-job training to demonstrate the work covered in the course.

- c. Specialised class room training sessions covering topics such as the following but not limited to the interpretation of oil analysis results; condition monitoring and management of equipment; etc.

The course shall accommodate five (5) candidates and each course participant shall receive a copy of the training manuals and other pertinent material with all changes and revisions to manuals and other documentation used during the training course.

CCT shall be responsible to provide a venue for the classroom training.

All notes and learning material compiled in the execution and delivery of this tender will become the intellectual property of the City of Cape Town.

13.4.26 Sundries

Miscellaneous small items used in the maintenance of switchgear and transformers, such as cleaning solvents, rags, sealants etc.

13.5 Trade names or proprietary products

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’

13.6 EMPLOYMENT OF SECURITY PERSONNEL

All security staff employed by the supplier on behalf of the CCT or at any CCT property must be registered with Private Security Industry Regulatory Authority (PSiRA). Proof of such registration must be made available to the CCT's agent upon request.

13.7 FORMS FOR CONTRACT ADMINISTRATION

The supplier shall complete, sign and submit with each invoice, the following:

- a) Monthly Project Labour Report (**Annex 1**).

- 13.7.1 The Monthly Project Labour Report must include details of all labour (including that of sub-contractors) that are South African citizens earning less than R350.00 per day, as adjusted from time to time (excluding any benefits), who are employed on a temporary or contract basis on this contract in the month in question.

In addition to the Monthly Project Labour Report the Supplier shall simultaneously furnish the CCT's Agent with copies of the employment contracts entered into with such labour, together with certified copies of identification documents, proof of attendance in the form of attendance register or timesheets as well as evidence of payments to such labour in the form of copies of payslips or payroll runs. If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it and proof of such acknowledgement shall be furnished to the CCT's Agent.

The Monthly Project Labour Reports shall be completed and submitted in accordance with the instructions therein.

- 13.7.2 The B-BBEE Sub-Contract Expenditure Report is required for monitoring the supplier's compliance with the sub-contracting conditions of the Preference Schedule.
- 13.7.3 The Joint Venture Expenditure Report is required for monitoring the joint venture's/consortium/partnership compliance with the percentage contributions of the partners as tendered, where the joint venture/consortium/partnership has been awarded preference points in respect of its consolidated B-BBEE scorecard.

Table A – List of Power Transformers and OLTC's currently used on the CCT HV Network

TRANSFORMER INFORMATION					TAPCHANGER INFORMATION	
Make	Comm Date	kV	MVA	VctrGrp	Make	Type
ACTOM	06/2010	132/11.66	60	YNd1	ABB	UZERN 380/300
ACTOM	06/2010	132/11.66	60	YNd1	ABB	UZERN 380/301
ACTOM	06/2010	132/11.66	60	YNd1	ABB	UZERN 380/302
ACTOM	06/2010	132/11.66	60	YNd1	ABB	UZERN 380/303
Powertech	2016/06/07	132/11.66	50	YNzn11	MR	VV111400Y-76-10193WR
Powertech	2016/08/11	132/11.66	50	YNzn11	MR	VV111400Y-76-10193WR
Powertech	2012/06/11	132/11.66	50	YNzn11	MR	VVIII 400Y-76-10193WR
Powertech	2012/06/11	132/11.66	50	YNzn11	MR	VVIII 400-76-10193WR
ABB Powertech	2009/06/30	132/11.66	50	YNzn11	MR	VVIII400Y-76-10193W
ABB Powertech	2009/12/21	132/11.66	50	YNzn11	MR	VVIII400Y-76-10193W
Powertech	2019/03/27	132/11.66	50	YNzn11	MR	VV111400Y-76-10193WR
Powertech	2019/07/15	132/11.66	50	YNzn11	MR	VV111400Y-76-10193WR
ABB Powertech	2009/09/09	132/11.66	50	YNzn11	MR	VVIII400-76-10193WR
ABB Powertech	2009/08/11	132/11.66	50	YNzn11	MR	VVIII400-76-10193WR
Powertech	2018/02/23	132/11.66	50	YNzn11	MR	VV111400Y-76-10193WR
Powertech	2017/10/26	132/11.66	50	YNzn11	MR	VV111400Y-76-10193WR
Powertech	2017/07/05	132/11.66	50	YNzn11	MR	VV111400Y-76-10193W
Powertech	2017/10/18	132/11.66	50	YNzn11	MR	VV111400Y-76-10193W
Powertech	2017/12/05	132/11.66	50	YNzn11	MR	VIII400Y-76-10193W
Powertech	2017/12/05	132/11.66	50	YNzn11	MR	VIII400Y-76-10193W
Powertech	2008/06/06	132/11.66	50	YNzn11	MR	VV111400Y-76-10193W
Powertech	2008/06/06	132/11.66	50	YNzn11	MR	VV111600Y-76-10193W
ABB Powertech	2004/01/10	132/11.66	50	YNd1	ABB Powertech	UZERN 200/300
ABB Powertech	2004/01/10	132/11.66	50	YNd1	ABB Powertech	UZERN 200/300
Powertech	2012/06/08	132/11.66	50	YNzn11	MR	VIII400Y-76-10193
Powertech	2012/06/08	132/11.66	50	YNzn11	MR	VIII400Y-76-10193
BBT	1989/11/15	132/11.66	40	YNzn11	ASEA	UZERN 250/300
BBT	1989/11/15	132/11.66	40	YNzn11	ASEA	UZERN 250/301
ABB Powertech	2002/05/22	132/11.66	40	YNzn11	ABB Components	UZE RN 200/300
ABB Powertech	2001/10/15	132/11.66	40	YNzn11	ABB Components	UZE RN 200/300
ABB Powertech	2007/02/28	132/11.66	40	YNzn11	MR	VVIII600Y-76-10193W
ABB Powertech	2006/11/07	132/11.66	40	YNzn11	MR	VVIII600Y-76-10193W
ABB Powertech	2006/08/01	132/11.66	40	YNzn11	MR	VVIII600Y-76-10193W
ABB Powertech	2002/10/18	132/11.66	40	YNzn11	ABB Components	UZE RN 200/300
ABB Powertech	2002/10/18	132/11.66	40	YNzn11	ABB Components	UZE RN 200/300
ASEA	1982/08/11	132/11.66	40	YNzn11	ASEA	UZE RN 250/ 300
ASEA	1982/10/01	132/11.66	40	YNzn11	ASEA	UZE RN 250/ 300
ASEA	1977/02/22	132/11.66	40	YNzn11	ASEA	UZC RN 250/ 500
ASEA	1977/02/22	132/11.66	40	YNzn11	ASEA	UZC RN 250/ 500
ABB Powertech	2002/12/11	132/11.66	40	YNzn11	ABB Powertech	UZE RN 200/ 600
ABB Powertech	2002/10/02	132/11.66	40	YNzn11	ABB Powertech	UZE RN 200/ 600
ABB Powertech	2005/06/01	132/11.66	40	YNzn11	MR	VVIII 250 Y-40-10193W
ABB Powertech	2001/12/05	132/11.66	40	YNzn11	ABB Components	UZE RN 200/ 300
Powertech	2014/12/12	132/11.66	40	YNzn11	MR	VVIII400Y-76-10193W

TRANSFORMER INFORMATION					TAPCHANGER INFORMATION	
ABB Powertech	2001/12/05	132/11.66	40	YNzn11	ABB Components	UZE RN 200/ 300
ABB Powertech	2003/06/06	132/11.66	40	YNzn11	ABB Powertech	UZE LN 250/300
ABB Powertech	2003/06/06	132/11.66	40	YNzn11	ABB Powertech	UZE LN 250/300
ASEA	1981/11/13	132/11.66	40	YNzn11	ASEA	UZE RN 200/300
ASEA	1987/12/23	132/11.66	40	YNzn11	ASEA	UZE RN 200/300
ASEA	1987/11/19	132/11.66	40	YNzn11	ASEA	UZERN 250/300
ASEA	1987/12/14	132/11.66	40	YNzn11	ASEA	UZERN 250/300
ABB Powertech	1997/03/28	132/11.66	40	YNzn11	ABB Components	UZE RN 200/ 300
ABB Powertech	1997/03/28	132/11.66	40	YNzn11	ABB Components	UZE RN 200/ 300
ABB Powertech	1998/01/28	132/11.66	40	YNzn11	ABB Components	UZE RN 200/300
ABB Powertech	1998/01/28	132/11.66	40	YNzn11	ABB Components	UZERN 200/300
ASEA	1988/06/10	132/11.66	40	YNzn11	ASEA	UZE RN 250/ 300
ASEA	1988/07/14	132/11.66	40	YNzn11	ASEA	UZE RN 250/ 300
ABB Powertech	2002	132/11.66	40	YNzn11	ABB Powertech	UZE RN 200/ 600
Hawker Siddeley	1980/06/01	132/11.66	40	YNzn11	ASS T/C	ASD.317.44/500.GS.NRR3
Hawker Siddeley	1980/07/01	132/11.66	40	YNzn11	ASS T/C	ASD.317.44/500.GS.NRR4
ASEA	1988/07/01	132/11.66	40	YNzn11	ASEA	UZE RN 250/300
ASEA	1988/07/01	132/11.66	40	YNzn11	ASEA	UZE RN 250/300
ABB Powertech	1998/01/28	132/11.66	40	YNzn11	ABB Components	UZE RN 200/ 300
ABB Powertech	1998/01/28	132/11.66	40	YNzn11	ABB Components	UZE RN 200/ 300
ASEA	1988/10/29	132/11.66	40	YNzn11	ASEA	UZERN 250/300
ASEA	1988/10/20	132/11.66	40	YNzn11	ASEA	UZERN 250/300
ASEA	1970/02/17	132/11.66	30	Yz11	ASEA	BUD123
ASEA	1970/02/06	132/11.66	30	Yz11	ASEA	BUD123
ABB Powertech	2002/06/06	132/11.66	20	YNyn6	ABB Powertech	UZE RN 250/150
ABB Powertech	2002/06/06	132/11.66	20	YNd1	ABB Powertech	UZE RN 250/150
GEC	1978	132/3.3	7.5	YNzn1	ASEA	UZCRN 250/300
GEC	1978	132/3.3	7.5	YNzn1	ASEA	UZCRN 250/300
Powertech	2018/07/11	132/33	90	YNd1	MR	VMIII500Y-72.5/C-18170
Powertech	2018/07/11	132/33	90	YNd1	MR	VMIII500Y-72.5/C-18170
ABB Powertech	2006/02/24	132/33	90	YNyn0	MR	VVIII600Y-40-1093W
ABB Powertech	2007/11/12	132/33	90	YNyn0	MR	VVIII600Y-40-1093W
ABB Powertech	1995/05/15	132/66	240	YNa0d1	ABB Powertech	UCG RT 380/1500I
ABB Powertech	1995/05/15	132/66	240	YNa0d1	ABB Powertech	UCG RT 380/1500I
ABB Powertech	2003/06/26	132/66	180	YNa0d1	ABB Components	UCG RT 380/1050/C
ABB Powertech	2007/08/07	132/66	180	YNa0d1	MR	3xVRC1 1001-72.5B-10 19 3W
Hawker Siddeley	1969/06/06	132/66	120	Yy0d1	Fuller Electric	NS345-33/600EN1.1
Hawker Siddeley	1969/06/06	132/66	120	Yy0d1	Fuller Electric	NS345-33/600EN1.1
ABB Powertech	2006/08/01	132/66	120	YNa0d1	MR	VV111400Y-76-10193WR
ABB Powertech	2006/06/01	132/66	120	YNa0d1	MR	VV111400Y-76-10193WR

TRANSFORMER INFORMATION					TAPCHANGER INFORMATION	
ABB Powertech	2012/05/25	132/66	120	YNa0d1	MR	VVIII600D-145-10193W
ABB Powertech	2012/05/18	132/66	120	YNa0d1	MR	VVIII600D-145-10193W
Powertech	2012/09/21	132/66/11	50	YNzn11	MR	VV111400Y-76-10193WR
Powertech	2012/12/16	132/66/11	50	YNzn11	Powertech	VV111400Y-76-10193WR
Powertech	2012/07/19	132/66/11	50	YNzn11	MR	VV111400Y-76-10193W
Powertech	2012/12/16	132/66/11	50	YNzn11	MR	VV111400Y-76-10193W
Powertech	2017/04/25	33/11.5	20	Dyn11	MR	VV111250D-40-10193W
Powertech	2017/05/11	33/11.5	20	Dyn11	MR	VV111250D-40-10193W
ASEA	1981	33/11.66	60	Dyn11	Off-Load TC	Off-Load TC
ABB Powertech	1999/12/23	33/11.66	20	Dyn11	ABB Components	UZFLT 200/300
ABB Powertech	1999/12/23	33/11.66	20	Dyn11	MR	VV111250D-40-10193W
Powertech	1999/12/23	33/11.66	20	Dyn11	ABB Components	UZFLT 200/300
ABB Powertech	1999/12/23	33/11.66	20	Dyn11	ABB Components	UZFLT 200/300
Powertech	2018/05/22	33/11.66	20	Dyn11	MR	VMIII250D-40-10193W
Powertech	2018/05/22	33/11.66	20	Dyn11	MR	VMIII250D-40-10193W
Power Engineers	1989/06/06	33/11.66	20	Dyn1	MR	VIII D 350 030 10193W
Power Engineers	1989/06/06	33/11.66	20	Dyn1	MR	VIII D 350 030 10193W
NEI	2000/12/05	33/11.66	20	Dyn11	ABB Components	UZELT 200/300
NEI	2000/10/28	33/11.66	20	Dyn11	ABB Components	UZELT 200/300
NEI	2000/04/27	33/11.66	20	Dyn11	ABB Components	UZELT 200/300
ABB Powertech	2007/06/29	33/11.66	20	Dyn11	MR	VV111250D-740-10193W
ABB Powertech	2007/05/18	33/11.66	20	Dyn11	MR	VV111250D-740-10193W
ABB Powertech	2007/08/31	33/11.66	20	Dyn11	MR	VV111250D-740-10193W
ASEA	1977/06/06	33/11.66	10	Dyn1	ASEA	UZBLT 200/300
ASEA	1977/06/06	33/11.66	10	Dyn1	ASEA	UZBLT 200/300
ASEA	1984/06/06	33/11.66	10	Dyn1	MR	VIII D 200/030/10193W
Power Engineers	1984/06/06	33/11.66	10	Dyn1	MR	VIII D 200/030/10193W
ASEA	1977/06/06	33/11.66	10	Dyn1	ASEA	UZBLT 200/300
ASEA	1977/06/06	33/11.66	10	Dyn1	ASEA	UZBLT 200/300
Power Engineers	1981/06/06	33/11.66	10	Dyn1	Hawker Siddeley	F 317/33/300
Power Engineers	1981/06/06	33/11.66	10	Dyn1	Hawker Siddeley	F 317/33/300
Powertech	2015/06/08	66/11.5	50	YNzn11	MR	VV111400D-76-10193WR
Powertech	2015/06/08	66/11.5	50	YNzn11	MR	VV111400D-76-10193WR
ABB Powertech	1997/01/01	66/11.66	50	Dyn11	ABB Components	UZE RN 200/300
ABB Powertech	1997/01/01	66/11.66	50	Dyn11	ABB Components	UZE RN 200/301
Powertech	2017/10/16	66/11.66	50	Dyn11	MR	VV111400D-76-10193WR
Powertech	2017/11/30	66/11.66	50	Dyn11	MR	VV111400D-76-10193WR
Powertech	2013/04/19	66/11.66	50	Dyn11	MR	VV111400D-76-10193W
Powertech	2013/04/19	66/11.66	50	Dyn11	MR	VV111400D-76-10193W
ABB Powertech	2005/05/06	66/11.66	50	Dyn11	MR	VVIII400D-76-10193W

TRANSFORMER INFORMATION					TAPCHANGER INFORMATION	
ABB Powertech	2005/06/24	66/11.66	50	Dyn11	MR	VVIII400D-76-10193W
Powertech	2013/02/21	66/11.66	50	Dyn11	MR	VVIII400D-76-1093W
Powertech	2012/12/19	66/11.66	50	Dyn11	MR	VVIII400D-76-1093W
ABB Powertech	2010/05/12	66/11.66	50	Dyn11	MR	VVIII400D-76-1093W
ABB Powertech	2010/06/21	66/11.66	50	Dyn11	MR	VVIII400D-76-1093W
ABB Powertech	2007/06/13	66/11.66	50	Dyn11	MR	VVIII400D-76-1093W
ABB Powertech	2007/09/12	66/11.66	50	Dyn11	MR	VVIII400D-76-1093W
Powertech	2012/06/07	66/11.66	50	Dyn11	MR	VVIII400D-76-10193WR
Powertech	2012/06/08	66/11.66	50	Dyn11	MR	VVIII400D-76-10193WR
South Wales	1972	66/11.66	45	YNd1	Off-Load TC	Off-Load TC
ABB Powertech	2009/04/03	66/11.66	40	Dyn11	MR	VVIII250D-76-10193W
ABB Powertech	2010/03/11	66/11.66	40	Dyn11	MR	VVIII250D-76-10193W
NEI	1999/06/06	66/11.66	40	YNyn6	ASS. T/C	AT 317 44/400 L
NEI	1999/06/06	66/11.66	40	YNyn6	ASS. T/C	AT 317 44/400 L
ABB Powertech	2007/08/29	66/11.66	40	Dyn11	MR	VVIII250D-76-10193W
ABB Powertech	2007/06/18	66/11.66	40	Dyn11	MR	VVIII250D-76-10193W
GEC	1984/06/06	66/11.66	40	Dyn11	FERRANTI	ES300
GEC	1984/06/06	66/11.66	40	Dyn11	FERRANTI	ES300
NEI	2000/06/06	66/11.66	40	YNyn6	ASS. T/C	AT 317 44/400 L
NEI	2000/06/06	66/11.66	40	YNyn6	ASS. T/C	AT 317 44/400 L
Powertech	2009/11/17	66/11.66	40	Dyn11	MR	VV111250D-76-10193WR
Powertech	2010/01/20	66/11.66	40	Dyn11	MR	VV111250D-76-10193WR
ABB Powertech	1996/06/06	66/11.66	40	YNyn6	ABB COMPONENTS	UBB RN 350/500
ABB Powertech	1996/06/06	66/11.66	40	YNyn6	ABB COMPONENTS	UBB RN 350/500
ABB Powertech	2003/11/04	66/11.66	40	Dyn11	ABB Powertech	UZE LT 380/300
ABB Powertech	2003/11/04	66/11.66	40	Dyn11	ABB Powertech	UZE LT 380/300
ABB Powertech	1997/06/06	66/11.66	40	YNyn6	ABB COMPONENTS	UBB RN 350/400
ABB Powertech	1997/06/06	66/11.66	40	YNyn6	ABB COMPONENTS	UBB RN 350/400
NEI	2000/06/02	66/11.66	40	Dyn11	ABB Components	UZE LT 380/300
NEI	2001/03/01	66/11.66	40	Dyn11	ABB Components	UZE LT 380/300
Alstom	2003/06/26	66/11.66	40	Dyn11	ABB Powertech	UZE LT 380/300
ABB Powertech	1994/06/06	66/11.66	40	YNyn6	ABB COMPONENTS	UBB RN 350/400
ABB Powertech	1994/06/06	66/11.66	40	YNyn6	ABB COMPONENTS	UBB RN 350/400
ABB Powertech	1998/03/09	66/11.66	40	Dyn11	ABB Powertech	UZE LT 380/300
ABB Powertech	1998/03/09	66/11.66	40	Dyn11	ABB Powertech	UZE LT 380/300
ABB Powertech	2010/06/20	66/11.66	40	Dyn11	MR	VV111250D-76-10193WR
ABB Powertech	2010/04/14	66/11.66	40	Dyn11	MR	VV111250D-76-10193WR
ABB Powertech	2010/08/09	66/11.66	40	Dyn11	MR	VV111250D-76-10193WR
ABB Powertech	1995/02/20	66/11.66	40	Dyn11	ASS T/C	AT 317 66/300 L
ABB Powertech	1995/02/20	66/11.66	40	Dyn11	ASS T/C	AT 317 66/300 L
ABB Powertech	2007/06/06	66/11.66	40	YNyn6	MR	VV111600Y-76-10193W
ABB Powertech	2007/06/06	66/11.66	40	YNyn6	MR	VV111600Y-76-10193W
Powertech	2017/04/21	66/11.66	40	Dyn11	MR	VVIII250D-76-19103W
Alstom	2017/10/12	66/11.66	40	Dyn11	ABB	UZE LT 380/300

TRANSFORMER INFORMATION					TAPCHANGER INFORMATION	
ASEA	1989/01/28	66/11.66	30	Dyn11	ABB Powertech	UZELT380/300
ABB Powertech	1998/11/24	66/11.66	30	Dyn11	ASS. T/C	AT317.66/300L
ASEA	1959/06/06	66/11.66	20	Yy6	MR	D III
ASEA	1964/06/06	66/11.66	20	Yy6	MR	D III
ASEA	1972/06/06	66/11.66	20	Yyn6	ASEA	UZC RN 380/300
ASEA	1977/06/06	66/11.66	20	YNyn6	ASEA	UZC RN 250/300
ASEA	1977/06/06	66/11.66	20	YNyn6	ASEA	UZC RN 250/300
ASEA	1997/06/06	66/11.66	20	YNyn6	ASEA	UZC RN 250/300
Power Engineers	1994/06/06	66/11.66	20	YNyn6	MR	VIIIY 200-76-10193W
NEI	1999/06/06	66/11.66	20	YNyn6	ASS. T/C	AT 317 44/300 L
ASEA	1977/06/06	66/11.66	20	YNyn6	ASEA	UZC RN 250/300
Bonar Long	1995/06/06	66/11.66	20	Dyn11	ASS. T/C	AT 317 66/300 L
Bonar Long	1995/06/06	66/11.66	20	Dyn11	ASS. T/C	AT 317 66/300 L
Power Engineers	1992/06/06	66/11.66	20	YNyn6	MR	VIIIY 20006010193W
NEI	1998/06/06	66/11.66	20	YNyn6	ASS. T/C	AT 317 44/300 L
ASEA	1985/06/06	66/11.66	20	Dyn11	ASEA	UZE LT 380/150
ASEA	1985/06/06	66/11.66	20	Dyn11	ASEA	UZE LT 380/150
ASEA	1985/06/06	66/11.66	20	Dyn11	ASEA	UZE LT 380/150
ABB Powertech	1998/06/06	66/11.66	20	Dyn11	ABB COMPONENTS	UZE LT 380/150
Bonar Long	1984/06/06	66/11.66	20	YNyn6	Ferranti	DS 300
Bonar Long	1984/06/06	66/11.66	20	YNyn6	Ferranti	DS 300
NEI	1997/06/06	66/11.66	20	Dyn11	ASS. T/C	AT 317 44/300 L
Power Engineers	1995/06/06	66/11.66	20	YNyn6	MR	VIIIY 200 76 10193W
NEI	2000/06/06	66/11.66	20	YNyn6	ASS. T/C	AT317.44/300L

Table B: Electrical Tests

	Electrical Test	Test Parameters	
1	Winding insulation power factor and capacitance for all windings	Test at 5kV for winding system voltage 5kV - 11kV	Test at 10kV for winding system voltage >11kV
2	Bushing insulation power factor and capacitance		
3	Exciting current on all tap positions for the winding associated with the tapchanger		
4	DC winding insulation resistance on all windings		
5	DC core insulation resistance (core to earth; core to frame; frame to earth)	500V – 1kV	
6	Ratio between all winding configurations (all tap positions for the winding associated with the tapchanger)	Test at 100V or greater	
7	Short circuit impedance (tap position/s as per nameplate)	Test at 200V or greater	
8	Sweep Frequency Response Analysis (on the tap position that gives the highest system voltage)	Test at 20V p-p from 10Hz to 2MHz	
9	Dielectric Frequency Response (DFR) or Frequency Domain Spectroscopy (FDS)	0.1 mHz to 1kHz Max 200V peak	
10	DC winding resistance on all windings. DC winding resistance on all tap positions for the winding associated with the tapchanger	≥35A	
11	Ductor Test	100A	

Notes:

- In all cases the tests shall be performed within the parameters specified

[illegible]

MONTHLY PROJECT LABOUR REPORT

BENEFICIARY DETAILS AND WORK INFORMATION



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

CONTRACT OR WORKS PROJECT NUMBER:				Year Month		Sheet 1 of		
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No.	(8) First name	(8) Surname	(8) ID number	(9) New Beneficiary (Y/N)	Gender (M/F)	Disabled (Y/N)	(10) Job seeker database (Y/N)	Contract start date (DDMMYY)	(11) Contract end date (DDMMYY)	(12) No. days worked this month (excl. training)	(13) Training days	(14) Rate of pay per day (R – c)
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Declared by Contractor or Vendor to be true and correct:	Name		Signature	
	Date			

Received by Employer's Agent / Representative:	Name		Signature	
	Date			