



REQUEST FOR PROPOSAL [RFP]

Form No: Foskop PROC 017

Revision No: 01

Effective Date: August 2024

FOSKOR [PHALABORWA MINING]

an Operating Division of FOSKOR (PTY) LTD

[hereinafter referred to as **Foskop**]

[Registration No. 1951/002918/07]

REQUEST FOR PROPOSAL FOR A 22KV SWITCHGEAR AT THE RETURN WATER PUMP (RWPS) AND THE SUCCESSFUL BIDDER MUST DESIGN, MANUFACTURE, SUPPLY, INSTALL AND COMMISSION.

RFP NUMBER : [FOSPHB-RFP-21-25/26]
ISSUE DATE : [10 June 2025]
CLOSING DATE : [1 July 2025]
CLOSING TIME : [12:00pm]
BID VALIDITY PERIOD : [180] Business Days from Closing Date

NOTE TO BIDDERS: ALL SUBMISSIONS MUST INCLUDE A USB FLASH DRIVE/MEMORY STICK THAT CONTAINS YOUR BID SUBMISSION ON THE CLOSING DATE AND TIME AS A MANDATORY REQUIREMENT. The submitted USB containing the soft copy of the RFP, must be an exact copy or duplicate of the hard copy response. Both submitted hard and soft copies will be reviewed and cross referenced to ensure that no submitted documents are missed. However, in the event that the soft copy submission is not an exact duplication of the hard copy, the hard copy submission will supersede the soft copy and will be used in the evaluation process.

Tenders sent directly to buyers (unless specified) or any other personnel in Foskop by any means of communication will not be accepted.

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RFP ANNEXURES:

ANNEXURE A: FOSKOR STANDARD TERMS AND CONDITIONS

ANNEXURE B: FOSKOR'S GENERAL BID CONDITIONS

ANNEXURE C: FOSKOR'S SUPPLIER INTEGRITY PACT

ANNEXURE D: NON-DISCLOSURE AGREEMENT

Respondent's Signature

Date and Company Stamp

SECTION 1: SBD 1 FORM


PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	FOSPHB-RFP-21-25/26	CLOSING DATE: 1 July 2025		CLOSING TIME:	12:00pm
DESCRIPTION	FOR A 22KV SWITCHGEAR AT THE RETURN WATER PUMP (RWPS) AND THE SUCCESSFUL BIDDER MUST DESIGN, MANUFACTURE, SUPPLY, INSTALL AND COMMISSION.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
RESPONDENTS ARE TO SUBMIT THEIR BID RESPONSES IN THE TENDER BOX AT THE RECEPTION OF THE FOLLOWING PHYSICAL ADDRESS.					
Physical Address: Foskor Phalaborwa Head Office, FOSKOR Phalaborwa mine 27 Selati Street Phalaborwa					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Clayton Losper		Clayton Losper		
TELEPHONE NUMBER	011 347 0638		TELEPHONE NUMBER		011 347 0638
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	claytonl@foskor.co.za		E-MAIL ADDRESS		claytonl@foskor.co.za
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELL PHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE	TAX COMPLIANCE		OR	CENTRAL SUPPLIER	MAAA

Respondent's Signature

Date and Company Stamp

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STATUS	SYSTEM PIN:		DATABASE No:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION: 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT. 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

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RFP NUMBER: [FOSPHB-RFP-21-25/26]

- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

Respondent's Signature

Date and Company Stamp

SECTION 2 : NOTICE TO BIDDERS

1. INVITATION TO BID


Responses to this RFP [hereinafter referred to as a **Bid** or a **Proposal**] are requested from persons, companies, close corporations or enterprises [hereinafter referred to as an **entity, Respondent or Bidder**].

DESCRIPTION	FOR A 22KV SWITCHGEAR AT THE RETURN WATER PUMP (RWPS) AND THE SUCCESSFUL BIDDER MUST DESIGN, MANUFACTURE, SUPPLY, INSTALL AND COMMISSION..
TENDER ADVERT	Foskor tenders are advertised on the National Treasury e-tender Portal, CIDB i-tender Portal and the Foskor website.
COMMUNICATION	<p>Foskor will publish the outcome of this RFP on the National Treasury e-tender portal, CIDB i-tender portal and the Foskor website within 10 days after the award has been finalised. All unsuccessful bidders have a right to request for reasons for their bid not being successful. This request must be directed to the contact person stated in the SBD 1 form.</p> <p>Any addenda to the RFP or clarifications will be published on the National Treasury e-tender portal, CIDB i-tender portal (where applicable) and the Foskor website. Bidders are required to check the National Treasury e-tender portal, CIDB i-tender portal (where applicable) and the Foskor website prior to finalising their bid submissions for any changes or clarifications to the RFP.</p> <p>Foskor will not be held liable if Bidders do not receive the latest information regarding this RFP with the possible consequence of either being disadvantaged or disqualified as a result thereof.</p>
BRIEFING SESSION	Will not be held
CLOSING DATE	12:00pm on the 1 July 2025 <p>Bidders must ensure that bids are submitted timeously. If a bid is late, it will not be accepted for consideration.</p>
VALIDITY PERIOD	180 (days)Business Days from Closing Date <p>Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.</p> <p>Should a bidder fail to respond to a request for extension of the validity period before it expires, that bidder will be excluded from the tender process.</p>

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Date and Company Stamp

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	With regard to the validity period of next highest ranked bidders, please refer to Section 2, paragraph 10.12
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Any additional information or clarification will be published on the National Treasury e-tender portal, CIDB i-tender portal (where applicable) and the Foskop website, if necessary.

2. **FORMAL BRIEFING**

Will not be held.

3. **RFP INSTRUCTIONS**

- Please sign documents [sign, stamp and date the bottom of each page] before submitting them. The person or persons signing the submission must be legally authorised by the respondent to do so.
- **All returnable documents tabled in the Proposal Form [Section 5] must be returned with proposals.**
- Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offered. Any exceptions to this statement must be clearly and specifically indicated.
- Any additional conditions must be embodied in an accompanying letter. Subject only to clause 15 [Alterations made by the Respondent to Bid Prices] of the General Bid Conditions, paragraph 12 below (Legal Review) and Section 6 of the RFP, alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.

4. **JOINT VENTURES OR CONSORTIUMS**

- Respondents who wish to respond to this RFP as a Joint Venture [**JV**] or consortium with B-BBEE entities, must state their intention to do so in their RFP submission. Such Respondents must also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If at the time of the bid submission such a JV or consortium agreement has not been concluded, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by Foskop through this RFP process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to Foskop.
- Respondents are to note that for the purpose of Evaluation, a JV will be evaluated based on one consolidated B-BBEE scorecard (a consolidated B-BBEE Status Level verification certificate) Preference points will be awarded to a bidder for attaining the requirements in accordance with the table indicated in Table 4.1 of the B-BBEE Preference Points Claim Forms.

Respondent's Signature

Date and Company Stamp

5. COMMUNICATION

- For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted onto the system and to Clayton Losper] before 25th of June 2025 at 12:00 pm on, substantially in the form set out in Section 8 hereto. In the interest of fairness and transparency, Foskop's response to such a query will be published on the National Treasury e-tender portal, CIDB i-tender portal (where applicable) and the Foskop website.
- After the closing date of the RFP, a Respondent may only communicate with the AC Secretariat [Ntwanano Mabulani], at telephone number [015 789 2151], email [ntwananom@foskor.co.za] on any matter relating to its RFP Proposal.
- Respondents are to note that changes to its submission will not be considered after the closing date.
- It is prohibited for Respondents to attempt, either directly or indirectly, to canvas any officer or employee of Foskop in respect of this RFP between the closing date and the date of the award of the business.
- Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with organs of state for a specified period.
- Foskop will publish the outcome of this RFP in the National Treasury e-tender portal, CIDB i-tender portal (where applicable) and the Foskop website within 10 days after the award has been finalised. Respondents are required to check the Foskop website for the results of the tender process. All unsuccessful bidders have a right to request Foskop to furnish individual reasons for their bid not being successful. This requested must be directed to the contact person stated in the SBD 1 form.

6. CONFIDENTIALITY

All information related to this RFP is to be treated with strict confidence. In this regard Respondents are required to certify that they have acquainted themselves with the Non-Disclosure Agreement. All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information related to this RFP or the subsequent contract, written approval must be obtained from Foskop.

7. COMPLIANCE

The successful Respondent [hereinafter referred to as the **Supplier** shall be in full and complete compliance with any and all applicable laws and regulations.

8. EMPLOYMENT EQUITY ACT

Respondents must comply with the requirements of the Employment Equity Act 55 of 1998 applicable to it including (but not limited to) Section 53 of the Employment Equity Act.

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9. DISCLAIMERS

Respondents are hereby advised that Foskop is not committed to any course of action as a result of its issuance of this RFP and/or its receipt of Proposals. In particular, please note that Foskop reserves the right to:

- modify the RFP's Goods/Services and request Respondents to re-bid on any such changes;
- reject any Proposal which does not conform to instructions and specifications which are detailed herein;
- disqualify Proposals submitted after the stated submission deadline [10 September 2024];
- award a contract in connection with this Proposal at any time after the RFP's closing date;
- award a contract for only a portion of the proposed Goods/Services which are reflected in the scope of this RFP;
- split the award of the contract between more than one Supplier/Service provider, should it at Foskop's discretion be more advantageous in terms of, amongst others, cost or developmental considerations;
- cancel the bid process;
- validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to Foskop to do so;
- request audited financial statements or other documentation for the purposes of a due diligence exercise;
- not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provided for it;
- to cancel the contract and/request that National Treasury place the Respondent on its Database of Restricted Suppliers for a period not exceeding 10 years, on the basis that a contract was awarded on the strength of incorrect information furnished by the Respondent or on any other basis recognised in law;
- to award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Goods at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the outcome of the tender has been published the outcome of the bid process on the National Treasury e-tender portal, CIDB i-tender portal (where applicable) and the Foskop website. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods at their quoted price.

 Respondent's Signature

 Date and Company Stamp

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Note that FOSKOR will not reimburse any Respondent for any preparatory costs or other work performed in connection with its Proposal, whether or not the Respondent is awarded a contract.

10. LEGAL REVIEW

A Proposal submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by FOSKOR's Legal Counsel, prior to consideration for an award of business. A material deviation from the Standard terms or conditions could result in disqualification.

11. SECURITY CLEARANCE

Acceptance of this bid could be subject to the condition that the Successful Respondent, its personnel providing the Goods/Services and its subcontractor(s) must obtain security clearance from the appropriate authorities to the level of **CONFIDENTIAL/ SECRET/TOP SECRET**. Obtaining the required clearance is the responsibility of the Successful Respondent. Acceptance of the bid is also subject to the condition that the Successful Respondent will implement all such security measures as the safe performance of the contract may require.

12. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Respondents are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. Respondents must register on the CSD prior to submitting their bids. Business may not be awarded to a Respondent who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD.

13. TAX COMPLIANCE

Respondents must be compliant when submitting a proposal to FOSKOR and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

It is a condition of this bid that the tax matters of the successful Respondents be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the Respondents' tax obligations.

The Tax Compliance status requirements are also applicable to foreign Respondents/ individuals who wish to submit bids.

Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

Respondent's Signature

Date and Company Stamp



Respondent's Signature

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SECTION 3: BACKGROUND SCOPE OF REQUIREMENTS

1. BACKGROUND

Foskor is one of the world's largest producers of phosphate rock (concentrate) and phosphoric acid. It is one of the world's few vertically integrated producers of phosphoric acid and is the second-largest supplier to India, the world's largest consumer of phosphoric acid.

The Company owns and mines phosphate resources and beneficiates the mined material to produce phosphate concentrate at Phalaborwa, in the Limpopo Province of South Africa. The phosphate concentrate is sold locally and transported to the Richards Bay plant on the coast of Kwa-Zulu Natal to produce phosphoric acid, sulphuric acid and granular fertilisers MAP and DAP from phosphoric acid and is the leading supplier of fertilisers in South Africa. In all about 95% of the phosphoric acid is exported and the granular sales are divided between exports and local markets. Since 1951 Foskor has supplied more than 95% of South Africa's fertiliser requirements.

2. SCOPE OF REQUIREMENTS

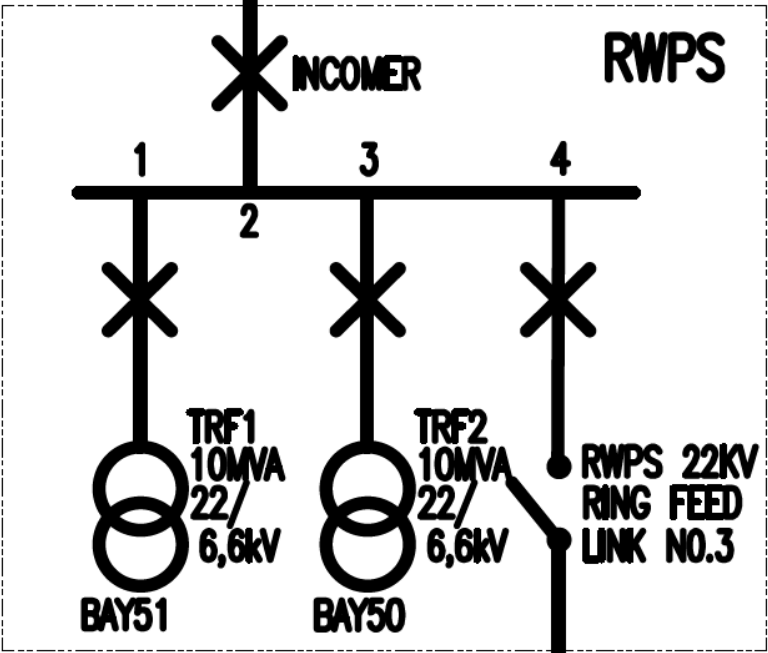
- a. Design, supply, manufacture, delivery to site, off-loading, installing, and commissioning of 4 x 22kV switchgear for Incomers (Vacuum Circuit Breakers with protection relays and current transformers).
 - i. 1 x Incomer switchgear.
 - ii. 2 x Transformer feeders switchgear.
 - iii. 1 x Overhead Line feeder switchgear.
- b. Design, manufacture, and supply a Battery Tripping Unit with batteries of sufficient capacity to provide the necessary tripping power. The BTU voltage needs to be the same as the breaker tripping and closing coil.
- c. Execute site work and installation of panels, this includes removing existing switchgear (see Annexure A), installing new switchgear and cable termination.
- d. Testing and Commissioning of new switchgear.

Respondent's Signature

Date and Company Stamp

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RWPS 22kV SLD



Environmental conditions.

Temperature of Ambient Air

Maximum Value	45 °C
Minimum Value "Indoor"	- 5 °C
Installation Altitude above Sea Level up to	1000 m

General Specification.

Information	Requirement
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Particulars of the system (not equipment rating):	
Nominal voltage kV (AC)	22 kV
Frequency Hz	50 Hz
Number of phases	3 phase
Type of network neutral earthing	solid
Characteristics of the assembly	
Number of poles	3
Class – indoor, outdoor (or special service conditions)	Indoor
Type of compartment (specify type for each high voltage compartment) if applicable: <ul style="list-style-type: none"> • Interlock-controlled accessible compartment • Procedure-based accessible compartment • Tool-based accessible compartment • Non-accessible compartment 	a) Busbar compartment: <ul style="list-style-type: none"> • Tool-based accessible b) Main device compartment: <ul style="list-style-type: none"> • Interlock-controlled accessible c) Connection compartment: <ul style="list-style-type: none"> • Interlock-controlled accessible d) CB compartment: <ul style="list-style-type: none"> • Interlock-controlled accessible e) VT compartment: <ul style="list-style-type: none"> • Tool-based accessible f) Connection/CT compartment:

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	<ul style="list-style-type: none"> • Tool-based accessible <p>g) Main switching</p> <ul style="list-style-type: none"> • Procedure-based accessible
Partition class <ul style="list-style-type: none"> • Class PM • Class PI 	PM
Withdrawable/non-withdrawable (main device type)	Withdrawable
Loss of service continuity category (LSC) per type of functional unit <ul style="list-style-type: none"> • LSC2 • LSC2A • LSC2B • LSC1 	LSC2A
Rated voltage Ur 3,6 kV; 7,2 kV; 12 kV; 17,5 kV; 24 kV; 36 kV, etc.	24 kV
Number of phases 1, 2 or 3	3
Rated insulation level: power-frequency withstand voltage Ud Lightning impulse withstand voltage Up	50 / 60 kV 95 / 110 kV
Rated frequency Fr	50 Hz
Rated continuous current Ir <ul style="list-style-type: none"> a) Incomer b) Busbar c) Transformer feeders d) Overhead Line feeder 	a) 1250 A b) 1250 A c) 1250 A d) 1250 A

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Rated short-time withstand current a) Main circuit (incomer/busbar/feeder) Ik b) Phase-to-earth earthing circuit Ike	a) 25 kA b)
Rated peak withstand current a) Main circuit (incomer/busbar/feeder) Ip b) Phase-to-earth earthing circuit Ipe	a) 62.5 kA b)
Rated duration of short-circuit a) Main circuit (incomer/busbar/feeder) tk, b) Phase-to-earth earthing circuit tke	a) 3 sec b)
Rated supply voltage of closing and opening devices and of auxiliary and control circuits Ua a) Closing and tripping b) Indication c) Control	110 Vdc (as per BTU spec)
Rated supply frequency of closing and opening and of auxiliary circuits	50 Hz
Internal arc fault IAC Types of accessibility to the assembly (specify the side(s) for which they are required) a) restricted to authorized personnel only b) unrestricted accessibility (includes public) Classification current value in kA and duration in s	Yes AFLR Must be arc resistant between adjacent compartments within the assembly, as well as around the entire perimeter of the equipment (Front, Lateral and Rear)
Rated cable test voltages Uct AC a) Uct ac b) Uct dc	a) b)
Low- and high-pressure interlocking and monitoring devices (state requirements e.g. lock-out on low pressure indication, etc.)	Vacuum

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Locking devices (state any additional requirements to 5.11)	
Degrees of protection by enclosures (if not IP2X): With doors closed With doors open Weatherproofing test	IP54
Partial discharge tests	
Partial discharge measurement	

Note: Substation fault level = 16 kA

Installation Specifications.

Installation	
Arrangement of Switchgear (Rear)	Free-Standing
Minimum Ceiling Height	3200 mm
Minimum Clearance to Building Rear Wall	900 mm
Minimum Clearance Front	2500 mm
Minimum Clearance to Side Left	900 mm
Minimum Clearance to Side Right	1500 mm

Panel heaters	
Heating Resistor In Breaker Compartment	With
Heating Resistor In Cable Compartment	With

Properties	
Main Busbars	Copper

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Busbar Segregation	With
Busbar Type	Sleeved
CB Racking Trolley	Manual
IAC Classification	AFLR
Degree of Protection Front Unit	IP 54
Earth Circuit Material	Copper
Internal Arc Fault Configuration	25kA for 3Sec
Pressure Relief Attachment	Tunnel with Internal Exhaust
Shrouds on Main Busbar	With
Superior shunt	Sleeved
Superior Collector	Long Riser
Switchboards	Standard
Temperature as per IEC 62271	45 °C
Earthing Switch Locks	ES Open

Incomer Specifications.

Quantity	1
Rated Power Frequency Withstand Voltage	50 kV
Rated Operating Current Outgoing	1250 A

Properties	
Cable clamping	With
Cables per Phase	2
Earthing Switch Locks	Key Lock & Electro Magnetic Interlock
Type of Cable Connection	Bottom Cable Entry
Type of Gland Plate	Split Type
Upper Busbar	Copper
Voltage Indication System	With
Protection Not Healthy indicator	With
VPIS voltage output	With
Voltage Transformer Attachment	Withdrawable
Voltage Transformer Fuse	With
VT Installed	On Rear
VT Quantity of Cores	2

Respondent's Signature

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Type of Construction

Current Transformer	With
Earthing Switch Outgoing	With
Primary Connection	Cable
Type of Cubicle	Incomer
Voltage Transformer Outgoing	With

Breaker type

Drive	Vacuum Circuit Breaker
Auxiliary Make Release	100-125V DC
• Break Release	100 to 130 VDC - 100 to 130 VAC
• Break Release	100 to 130 VDC - 100 to 130 VAC

Voltage Transformer

Voltage Transformer with 2 Secondary Winding
 Transformation-Ratio VT: 22/V3 / 0,11/V3 / 0,11/V3 kV
 Nameplate acc. to: IEC61869-3, 2pcs. (1x loose)
 VT-Winding 1: Accuracy Class 1 / 50 VA
 VT-Winding 2: Accuracy Class 3P / 50 VA
 Rat. Voltage-Factor: 1.9 x Ur, 8h
 Installation Altitude Up to 1000 m
 Test Certificate: PDF

Current Transformer

Transformation-Ratio CT: 400-600/1 A
 CT-Core 1: 400-600/1 A / TPS
 CT-Core 2: 400-600/1 A / 10P10 / 15 VA
 Rat. Permanent Overcurrent Factor (thermal): 1.2 x Ir
 Rat. Short-time Withstand Current: 25 kA
 Rat. Short-Circuit Duration: 1 s

Respondent's Signature

Date and Company Stamp

Test Certificate: PDF

Master Trip & Lockout Relay
Communication Port & Protocol: Modbus Rs485
Multifunction Meter, Modbus-Rs485 capable of <ul style="list-style-type: none"> • Current, • Voltage, • Frequency, • Power factor, • Energy Active, and • reactive power
Test block - With
Dual Coat Paint + Interlock
ARC SENSING MODULE, AUX VOLTAGE - 24-240VAC/DC
Three Phase Digital Ammeter with in-built Selector Switch
Socket to connect the Remote switching pendent, preferable the PKF16F435 or any other socket that is rated for 16A, 3P+N+E, IP44 and 50Hz

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Transformer feeder specification.

Quantity	2
Rated Power Frequency Withstand Voltage	28 kV
Rated Operating Current Outgoing	1250 A

Properties	
Cable clamping	With
Cables per Phase	2
Earthing Switch Locks	Key Lock & Electro Magnetic Interlock
Type of Cable Connection	Bottom Cable Entry
Type of Gland Plate	Split Type
Upper Busbar	Copper
Voltage Indication System	With
VPIS voltage output	With

Type of Construction	
Current Transformer	With
Earthing Switch Outgoing	With
Primary Connection	Cable
Type of Cubicle	Feeder

Breaker type	
Drive	Vacuum Circuit Breaker
Auxiliary Make Release	100-125V DC
• Break Release	100 to 130 VDC - 100 to 130 VAC
• Break Release	100 to 130 VDC - 100 to 130 VAC
• Break Release	100 to 130 VDC - 100 to 130 VAC

Current Transformer	
Transformation-Ratio CT: 300/1 A	
• CT-Core 1: 300 A / 1 A / X	
• CT-Core 2: 300 A / 1 A / 10P10 / 15 VA	

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Master Trip & Lockout Relay
Communication Port & Protocol: Modbus Rs485
Multifunction Meter, Modbus-Rs485 capable of <ul style="list-style-type: none"> • Current, • Voltage, • Frequency, • Power factor, • Energy Active, and • reactive power
Test block - With
Dual Coat Paint + Interlock
ARC SENSING MODULE, AUX VOLTAGE - 24-240VAC/DC
Three Phase Digital Ammeter with in-built Selector Switch
Socket to connect the Remote switching pendent, preferable the PKF16F435 or any other socket that is rated for 16A, 3P+N+E, IP44 and 50Hz

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Overhead Line feeder specification

Quantity	1
Rated Power Frequency Withstand Voltage	28 kV
Rated Operating Current Outgoing	1250 A

Properties	
Cable clamping	With
Cables per Phase	2
Earthing Switch Locks	Key Lock & Electro Magnetic Interlock
Type of Cable Connection	Bottom Cable Entry
Type of Gland Plate	Split Type
Upper Busbar	Copper
Voltage Indication System	With
VPIS voltage output	With

Type of Construction	
Current Transformer	With
Earthing Switch Outgoing	With
Primary Connection	Cable
Type of Cubicle	Feeder

Breaker type	
Drive	Vacuum Circuit Breaker
Auxiliary Make Release	100-125V DC
• Break Release	100 to 130 VDC - 100 to 130 VAC
• Break Release	100 to 130 VDC - 100 to 130 VAC
• Break Release	100 to 130 VDC - 100 to 130 VAC

Current Transformer	
Transformation-Ratio CT: 100-200/1	
• CT-Core 1: 100-200 / 1 A / X	
• CT-Core 2: 100-200 / 1 A / 10P10 / 15 VA	

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Master Trip & Lockout Relay
Communication Port & Protocol: Modbus Rs485
Multifunction Meter, Modbus-Rs485 capable of <ul style="list-style-type: none"> • Current, • Voltage, • Frequency, • Power factor, • Energy Active, and • reactive power
Test block (preferable MiCOM P991)
Dual Coat Paint + Interlock
ARC SENSING MODULE, AUX VOLTAGE - 24-240VAC/DC
Three Phase Digital Ammeter with in-built Selector Switch
Socket to connect the Remote switching pendent, preferable the PKF16F435 or any other socket that is rated for 16A, 3P+N+E, IP44 and 50Hz

Earthing of the high-voltage conductive parts.

- i. All high-voltage conductive parts to which access is provided with the assembly in service, shall have the possibility of being earthed before becoming accessible. This does not apply to removable parts which become accessible after being separated from the assembly and to withdrawable parts in the test position or disconnected position.
- ii. Where earthing connections shall be able to carry the full three-phase short-circuit current (as in the case of the short-circuiting connections used for earthing devices), these connections shall be dimensioned accordingly.
- iii. The connection from the short-circuiting point between phases to the earthing circuit may be dimensioned to the specifications of the earthing circuit.

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Earthing of enclosure(s).

- i. Metal enclosure(s) shall be electrically connected to the earthing point provided.
- ii. Small parts fixed to the metal enclosure(s), up to a maximum of 12,5 mm in diameter, for example, screw heads, need not be electrically connected to the earthing point provided.
- iii. All the metallic parts intended to be earthed and not belonging to a high-voltage or auxiliary circuit shall also be electrically connected to the earthing point provided.
- iv. The interconnections within each functional unit shall be made by adequate means (e.g. fastening by bolting or welding), providing electrical continuity between the frame, covers, doors, metal partitions or other structural parts to the earthing point. Doors of the high-voltage compartments shall be electrically connected to the frame by adequate means.

Earthing of withdrawable and removable parts.

- i. The normally earthed metallic parts of a withdrawable part shall remain connected to earth in the test and disconnected positions and in any intermediate position. Connections to earth in any position shall provide a current-carrying capability not less than that required for enclosures.
- ii. On insertion, the normally earthed metallic parts of a removable part shall be connected to earth before the making the contacts of the fixed and removable parts of the main circuit.
- iii. If the withdrawable or removable part includes any earthing device, intended to earth the main circuit, then the earthing connection in the service position shall be considered as part of the earthing circuit with associated rated values.

Earthing circuit

- i. The parts of the earthing circuit of the assembly connecting each functional unit to the earthing point shall be capable of carrying the rated short-time and peak phase-to-earth withstand current (I_{ke} , I_{pe}) and duration (t_{ke}).
- ii. For transport units to be assembled during final installation, the resulting earthing circuit shall be capable of carrying its rated short-time and peak withstand currents and duration.
- iii. Parts of metal enclosures may form part of the earthing circuit.
- iv. If a dedicated earthing conductor is applied as the earthing circuit of the assembly, its cross-section shall be not less than 30 mm².
- v. for the rated short-time withstand current, a current density in the earthing conductor, not exceeding 200 A/mm² for a rated duration of 1 s or 125 A/mm² for a rated duration of 3 s is generally sufficient.

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- vi. In case the earth mat is insufficient, the contractor shall make means to improve the earth mat.

General

- a. The enclosure shall be metal. The following exceptions apply:
- i. Parts of the enclosure may be of non-metal material, provided that all high-voltage parts are completely enclosed by metal partitions or shutters that are connected to the earthing circuit.
 - ii. Inspection windows complying with clause 6.102.4 of SANS62271-200:2021.
 - iii. The floor surface below the installed assembly is solid and does not allow access underneath the assembly.
- b. When the assembly is installed, the enclosure shall provide at least the degree of protection IP54, the specified degree of protection shall be provided by the enclosure with all the doors and covers closed as under normal operating conditions, irrespective of how these doors and covers are held in position.
- c. Enclosures shall also ensure protection in accordance with the following conditions:
- i. Metal parts of the enclosures shall be designed to carry 30 A (DC) with a voltage drop of a maximum of 3 V to the earthing point provided.
 - ii. Parts of the enclosure enclosing tool-based-accessible high-voltage compartments shall be provided with a clear labelling of the electrical risk if removed or opened.
 - iii. The horizontal surfaces of enclosures, for example, roof plates, are normally not designed to support personnel or additional equipment not supplied as part of the assembly. If the manufacturer states that it is necessary to stand or walk upon the assembly during operation or maintenance, the design shall be such that the relevant areas will support the weight of the operator. In such a case, the IP degree shall not be affected as well as no permanent deformation is allowed and the areas on the equipment where it is not safe to stand or walk, for example, pressure relief flaps, shall be clearly identified.

a. Selection of components

- i. All components used in the auxiliary and control circuits shall operate within their rated

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characteristics over the full range of service conditions inside auxiliary and control circuit enclosures.

- ii. Suitable precautions (for example, heaters, ventilators, insulation, etc.) should be taken to ensure that those service conditions essential for proper operation of relays, contactors, low-voltage switches, meters, operation counters, pushbuttons, etc. are maintained.
- iii. The loss of “suitable precautions” shall not cause the failure of the auxiliary and control circuits within the enclosure or untimely operation of the switchgear within the specified time.
- iv. Selection of components should consider the temperature obtained in the cabinet of the control and auxiliary circuit during a 2-hour period following the loss of the “suitable precautions” to ensure the proper operation of switchgear and control gear until the end of this 2-hour period.
- v. After this 2-hour period non-operation is acceptable. If the loss of the “suitable precautions” is longer than 2 hours but does not exceed 24 hours in total, the functionality of the switchgear and control gear shall come back to its original characteristics when the service conditions are recovered.
- vi. All panels shall be installed with heaters that can switch ON and OFF automatically. Switching ON and OFF shall be controlled by a thermostat.

b. Accessibility

- i. Closing and opening actuators and emergency Switch system actuators shall be located between 0,4 m and 2 m above the floor.

Note: The actuator may take the form of a handle, knob, push-button, roller, plunger, etc.

- ii. Other actuators shall be located at such a height that they can be easily operated, and indicating devices shall be located at such a height as to be readily legible.
- iii. Where a component may need adjustment during its service life, access shall be provided with a protection level of at least IP XXB.
- iv. Where switchgear is withdrawable, the manufacturer shall ensure protection from contact with high-voltage live parts provided by either an electrical protection barrier or an enclosure (Protection degree IP XXD).

c. Identification

- i. Identification of components installed in enclosures shall be in agreement with the indication on

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the wiring diagrams and drawings. If a component is of the plug-in type, an identifying mark should be placed on the component and on the fixed part where the component plugs in.

d. Cables and wiring

- i. Terminal blocks should be fixed. Cables between two terminal blocks shall have no intermediate splices or soldered joints.
- ii. Cables and wiring shall be adequately supported and shall not rest against sharp edges.
- iii. The available wiring space for external connection shall permit the spreading of the cores of multi-core cables and the proper termination of the conductors without undue stresses.
- iv. Conductors connected to components mounted on doors shall be so installed that no mechanical damage can occur to the conductors as a result of the movement of these doors.

e. Terminals

- i. If facilities are provided for connecting incoming and outgoing neutral, protective and PEN (protective earthed neutral) conductors, they shall be situated in the vicinity of the associated phase conductor terminal.

f. Auxiliary switches

- i. Auxiliary switches shall be suitable for the number of operating cycles specified for the high-voltage switching device to which they are linked.
- ii. Auxiliary switches that are operated in conjunction with the main contacts shall be positively driven in both directions.
- iii. An auxiliary switch may consist of a set of two one-way positively driven auxiliary contacts (one for each direction).

g. Heating elements

- i. All heating elements shall be designed to prevent touching an electrically live part.
- ii. Where contact with a heater or shield can occur accidentally, the surface temperature shall not exceed the temperature limits for accessible parts not to be touched in normal operation.

h. Operation counter

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- i. Operation counters shall be suitable for their intended duty in terms of environmental conditions and for the number of operating cycles specified for the switching devices.

Covers and Doors

- a. Covers and doors that are part of the enclosure shall be made of metal. However, covers and doors may be made of insulating material, provided that high-voltage parts are enclosed by metal partitions or shutters connected to the earthing point provided.
- b. When covers and doors that are part of the enclosure are closed, they shall provide the degree of protection specified for the enclosure.
- c. Covers and doors shall not be made of woven wire mesh, expanded metal or similar. When ventilating openings, vent outlets or inspection windows are incorporated in the cover or door. Covers and doors that exclusively give access to compartments that are not high-voltage compartments are not subject to this subclause.
- d. Covers and doors that give access to tool-based accessible compartments.
 - i. These covers and doors (fixed covers) shall not be possible for them to be opened, dismantled, or removed without the use of tools.
 - ii. Special procedures are required to safeguard that opening can only be realized if precautions to ensure electrical safety have been taken.
- e. Covers and doors that give access to interlock-controlled accessible or procedure-based accessible compartments.

These covers and doors shall not require tools for their opening or removal and shall have the following features.

- i. Interlock-controlled accessible compartments shall be provided with interlocking devices so that opening of the compartment shall only be possible when the high-voltage parts contained in the compartment being made accessible are isolated and earthed or are in the disconnected position with corresponding shutters closed.
- ii. procedure-based accessible compartments shall be provided with provision for locking, for example, padlocking.

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Partition or shutter being part of the enclosure.

- a. If partitions or shutters become part of the enclosure with the removable part in any of the positions, they shall be metal, earthed and provide a minimum degree of protection IP2X.

Inspection windows

- a. Inspection windows shall provide at least the degree of protection specified for the enclosure.
- b. Inspection windows shall be covered by a transparent sheet of mechanical strength comparable to that of the enclosure. Precautions shall be taken to prevent the formation of dangerous electrostatic charges, either by clearance or by electrostatic shielding (e.g. a suitable earthed wire mesh on the inside of the window).
- c. The insulation between high-voltage live parts and the accessible surface of the inspection windows shall comply with the rated insulation levels Ud and Up according to 5.3 of IEC62271-200:2021.

Ventilating openings, vent outlets

- a. Ventilating openings and vent outlets shall be so arranged or shielded that the same degree of protection as that specified for the enclosure is obtained. Such openings may make use of wire mesh or the like provided that it is of suitable mechanical strength.

Manually operated actuators.

- i. The direction of operation of manually operated actuators shall be self-evident or explicit.
- ii. Preferred operation principles are to
 - turn clockwise to close and anti-clockwise to open, or
 - push in to close and pull out to open, or
 - move right to close and move left to open, or
 - move upwards to close and move downwards to open.

The designer can recommend other designs to be approved by FOSKOR.

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Operation of releases

a. Shunt release

- i. A shunt closing release shall be able to operate within a voltage range of the power supply, measured at the input terminals, between 85 % and 110 %
- ii. A shunt opening release shall be able to operate under all operating conditions of the switching device up to its rated short-circuit breaking current (if any), and between 70 % in the case of DC – or 85 % in the case of AC – and 110 % of the rated supply voltage of the opening device measured at the input terminals.

b. Under-voltage release

- i. Shall operate to open and prevent closing of the switching device for all values of the voltage at its terminals below 35 % of its rated supply voltage.
- ii. Between 70 % and 35 % of its rated supply voltage, the under-voltage release may operate, opening the switching device and preventing its closing.
- iii. Under-voltage release shall not operate to open the switching device when the voltage at its terminals exceeds 70 % (AC or DC) of its rated supply voltage.
- iv. The closing of the switching device shall be possible when the value of the voltage at the terminals of the release is equal to or greater than 85 % of its rated voltage.

Nameplates

- i. Switchgear and control gear (and their operating devices where applicable) shall be provided with durable and clearly legible nameplates that contain the information required to identify the equipment, its ratings and appropriate operating parameters as specified in the relevant latest IEC standards.
- ii. The removable parts, if any, shall have a separate nameplate which, if applicable, may contain data relating to the functional unit(s) they are designed for.
- iii. These nameplates need only be legible when the removable part is in the removed position.

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Locking devices

- a. Switching devices, the incorrect operation of which can cause damage, or which are used for assuring isolating distances, shall be provided with locking facilities (for example, provision for padlocks).
- b. Interlocks shall not be damaged by attempted incorrect operations of any associated switching devices under the conditions specified below.
- c. For removable parts of assemblies
 - i. the withdrawal or engagement of any switching device shall be prevented unless it is in an open position.
 - ii. the operation of any switching device shall be prevented unless it is only in the service, disconnected, removed or test position.
 - iii. the interlock shall prevent the closing of any switching device in the service position unless any auxiliary circuits associated with the automatic opening of these devices are connected. Conversely, it shall prevent the disconnection of the auxiliary circuits with the circuit breaker closed in the service position.
- d. For other parts of assemblies.
 - i. Interlocks shall be provided to prevent operation of disconnectors under conditions other than those for which they are intended.
 - ii. The operation of a disconnector shall be prevented unless the circuit is open. The following are exempt:
 - switch-disconnector.
 - double busbar system designed to have a busbar transfer without current interruption.
 - iii. the operation of the circuit breaker, switch or contactor shall be prevented by interlocks as long as the associated switching devices, i.e., disconnector and/or earthing switch, have not reached their dedicated closed or open position.
 - iv. if the earthing of a circuit is provided by the main switching device (circuit-breaker, switch, or contactor) in series with an earthing switch (or any earthing device), the earthing switch shall be interlocked with the main switching device. Provision shall be made for the main switching device to be secured against unintentional opening, for example by disconnection of tripping circuits and/or blocking of the mechanical trip.
 - v. earthing switches having a rated short-circuit making capacity less than the rated peak withstand

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- current of the main circuit should be interlocked with the associated switching devices.
- vi. Regarding removable fuse-links, their withdrawal or engagement shall be prevented unless the fuse-base contacts are earthed or isolated from all sources of supply.
 - vii. The manufacturer shall give all necessary information on the character and function of interlocks.
 - viii. If electrical interlocks are provided, the design shall be such that no improper situations can occur in case of lack of auxiliary supply. However, for emergency control, the manufacturer may provide additional means for manual operation without interlocking facilities. In such a case, the manufacturer shall clearly identify this facility and define the procedures for operation.

Position Indication

- i. Indication of the actual position of the main contacts of the switching devices shall be provided unless the contacts themselves are visible in all positions.
- ii. Requirements for position-indicating devices are as follows:
 - it shall be possible to read the position-indicating device when operating locally.
 - all stable positions such as open, closed and test positions shall be clearly indicated.
- iii. Identification of the open, closed and where appropriate earthed positions should use symbols and/or colours defined by the relevant IEC publications: IEC 60073 [25] for colours, IEC 60417 [26] for symbols and IEC 60617 [27] for diagrams.

Degrees of protection provided by enclosures

- i. Protection of persons against access to hazardous parts and protection of the equipment against ingress of solid foreign objects (IP coding) shall be at least IP1XB.
- ii. Protection against mechanical impact under normal service conditions (IK coding) shall be at least IK07.

Electromagnetic compatibility (EMC)

Switchgear and control gear shall be capable of satisfying the EMC tests specified in SANS 62271-1:2023.

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X-ray emission

Vacuum interrupters shall be designed in such a way that the acceptance criteria about X-ray emission levels specified SANS 62271-1:2023 are adhered to.

Instrumentation

All instrumentation designs, installation and commissioning shall be done to comply with the following Foskor's General Engineering Specifications as follows;

- a. Foskor's Engineering Specification (GES-001) – Instrumentation General Specification and procedures
- b. Foskor's Engineering Specification (GES-002) – Instrumentation installations and commissioning
- c. Foskor's Engineering Specification (GES-003) – Instrumentation General Specification
- d. Foskor's Engineering Specification (GES-004) – Field Instrumentation Standard

General

- a. High-voltage compartments should also be classified as accessible or non-accessible.
- b. A high-voltage compartment shall be designated by the main component contained therein, for example, circuit-breaker compartment, busbar compartment, or by the main functionality provided, for example, connection compartment.
- c. Electrical connections between the main circuit of the assembly and the external conductors (cables or bars) to the electrical network or high-voltage apparatus of the installation shall be made within a high-voltage accessible compartment. This compartment shall be designated as a "connection compartment".

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- d. Where other main components (e.g. circuit-breakers, busbars) are contained in the connection compartment, then the designation should primarily remain as the connection compartment.
- e. The connection compartment may be further identified according to the several components enclosed, for example, connection/CT, or connection/circuit-breaker compartment. However, for the purposes of LSC categorization, the designation is "connection compartment".
- f. Busbar compartments may extend through several functional units without the need for bushings or other equivalent means. However, in the case of LSC2, LSC2A, and LSC2B assemblies with accessible busbar compartments, separate compartments shall be provided for each set of busbars, for example in double busbar systems and for sections of switchable or disconnectable busbars.
- g. Parts of the busbar systems, in between two high-voltage compartments of functional units, shall be considered as part of their adjacent compartments if IP2X is ensured for these "in-between" parts by the enclosures of both adjacent high-voltage compartments. In case IP2X is not met, a separate compartment shall be defined for these "in-between" parts.
- h. Parts of the busbar at the end of the busbar system shall be considered as part of the adjacent compartment if their length out of the enclosure of the high-voltage compartment is less than 12,5 mm. If this criterion is not met, a separate compartment shall be defined for these busbar extension elements.

Partitions and Shutters

- a. A compartment can contain barriers, structures or components that are designed to provide various functions, such as mechanical or dielectric integrity.
- b. A compartment shall not be designed to function as a partition or enclosure.
- c. Partitions and shutters, when accessible in service, shall provide at least the degree of protection IP2X according to IEC 60529:1989
- d. Conductors passing through partitions shall be provided with bushings or other equivalent means to provide the required IP level.
- e. Openings in the enclosure of an assembly and in the partitions between compartments accessible during service, through which contacts of removable or withdrawable parts engage fixed contacts, shall be provided with automatic shutters to ensure the protection of persons in any of the positions defined.

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- f. Means shall be provided to ensure the reliable operation of the shutters, for example by a mechanical drive, where the movement of the shutters is positively driven by the movement of the removable or withdrawable part.
- g. The status of shutters may not in all situations be readily confirmed from an open high-voltage compartment, (e.g. connection compartment is opened, but shutters are located in the circuit-breaker compartment). In such situations, verification of the shutter status may require access to the second compartment or provision of an inspection window or reliable indicating device.
- h. If one or more set(s) of fixed contacts can be made accessible through opened shutters (e.g. for maintenance or test purposes), then the shutters shall be provided with means of locking each set independently in the closed position.
- i. If the automatic closing of shutters can be made inoperative to retain them in the open position (e.g. for maintenance or test purposes), then it shall not be possible either for the switching device to return to the service position or to close the switching device in the service position until the automatic operation of the shutters is restored. This can be realized for example by preventing the switching device from returning to its service position or by automatic restoration when returning the switching device to the service position.
- j. It may be possible to use a temporary inserted partition to prevent the live set of fixed contacts from being exposed. Insertion of such a temporary partition shall be possible before the compartment is opened and exposes the high-voltage parts that are intended to be kept energized.
- k. For class PM, partitions and shutters between opened compartments and remaining high-voltage live parts of the assembly shall be metal; otherwise, the class is PI.

Metal partitions and shutters

- a. Metal partitions and shutters or metallic parts shall be connected to the earthing point provided with a voltage drop of less than 3 V at 30 A (DC).
- b. Discontinuity in the metal partitions and closed metal shutters that may become accessible shall be less than 12,5 mm.

Non-metal partitions and shutters

- a. Non-metal partitions and shutters, made or partly made of insulating material, which may become accessible shall meet the following requirements:

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- i. The insulation between high-voltage live parts and the accessible surface of insulating partitions and shutters shall withstand the test voltages specified in 5.3 of IEC 62271-1:2017 for voltage tests to earth and between poles.
- ii. the insulating material shall withstand the power-frequency test voltage specified in item a). The appropriate test methods given in IEC 60243-1 [9] should be applied.
- iii. the insulation between high-voltage live parts and the inner surface of insulating partitions and shutters facing these shall withstand at least 150 % of the rated voltage of the equipment if a separate insulating medium, i.e. gas or liquid, is in-between.

NOTE Solid-insulation embedding high-voltage conducting parts is not considered as a partition.

- iv. if a leakage current can reach the accessible side of the insulating partitions and shutters by a continuous path over insulating surfaces or by a path broken only by small gaps of gas or liquid, it shall be not greater than 0,5 mA under the specified test conditions.
- a. If the assembly incorporates removable parts that may be exchanged, for example, fuse-links, then the manufacturer shall provide a reference list. IEC 62271-105 provides further information.
 - b. Removable parts for ensuring the isolating distance between the high-voltage conductors shall comply with IEC 62271-102:2018.
 - c. If removable parts are intended to be used as a disconnecter or intended to be removed and replaced more often than only for maintenance purposes, then testing shall also include the mechanical operation tests according to IEC 62271-102:2018.
 - d. It shall be possible to know the operating position of the disconnecter function or earthing switch function is met if one of the following conditions is fulfilled:
 - i. The isolating distance is visible with the removable part removed.
 - ii. in case of a withdrawable part:
 - the position of the withdrawable part, in relation to the fixed part, is clearly visible and the positions corresponding to full connection and full isolation are clearly identified.
 - the position of the withdrawable part is indicated by a reliable indicating device.

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- e. Any removable part shall be so attached to the fixed part that its contacts will not open inadvertently due to forces that may occur in service, in particular those due to a short-circuit.
- f. In IAC classified assemblies, the transfer of withdrawable parts to or from the service position shall not reduce the specified level of protection in the event of an internal arc. This is achieved, for example when the operation is only possible when doors and covers intended to ensure personnel protection are closed. Other design measures providing an equivalent level of protection are acceptable.
- a. Assemblies shall be designed to allow the testing of cables while they are connected to the assembly. This may be performed either from a dedicated test connection or from the cable terminations. In both cases, the assembly shall have rated cable test voltage(s) as specified in clause 5.102 of IEC62271-200:2021 applied to those parts that remain connected to the cable, at the same time as the rated voltage is applied to those parts of the main circuit designed to remain live during testing cables.

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- a. The manufacturer shall ensure the IEC 61850 protocol is enabled.
- b. The design of assemblies shall be designed and manufactured to satisfy the requirements of preventing the occurrence of internal arc faults.
- c. Switchgear shall be certified as arc-resistant and be designed to safely contain and redirect arc flash energy away from the operator.
- d. The assembly shall be designed to give a defined level of protection to persons in the event of an internal arc when the assembly is in normal operation.
- e. Switchgear should have the provision of dissipating the arc energy at the top of the panel when it explodes.
- f. Install the arc flash duct which will carry the arc energy if the panel explode to the outside of the room to the open environment.
- g. Arc protection should be for both the light and current options.
- h. Arc Fault on the incomer cable should be isolated at the upstream panel for the tripping of the upstream feeder.
- i. The IAC designation shall be included in the nameplate.
- j. The manufacturer shall ensure all necessary measures are adopted to protect persons in case of an internal arc. These measures are aimed at limiting the external consequences of such an event.
- k. The incomer and motor feeder relay settings calculation should be part of the switchgear.
- l. The manufacturer shall ensure the following basic measures are adhered to.
 - rapid fault clearance times initiated by detectors sensitive to light, pressure or heat or by differential busbar protection.
 - application of suitable current-limiting devices (e.g. fuses, or devices that employ pyrotechnic means to commutate current to a current-limiting fuse) to limit the let-through current and fault duration.

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- fast elimination of arc by diverting it to metallic short-circuit using fast-sensing and fast-closing devices.
 - remote operation instead of operation in front of the assembly.
 - pressure-relief device.
 - transfer of a withdrawable part to or from the service position only when the front door is closed.
- a. Assemblies shall be designed so that the operations in normal use can be carried out safely.
- b. In the case where a high-voltage compartment may be opened, i.e. accessible compartment, safe operation of the assembly requires (irrespective of whether of fixed or withdrawable pattern) that the high-voltage parts are isolated from all sources of supply and earthed.
- Exempted from this requirement are:
- high-voltage parts that are moved to the disconnected position with corresponding shutters closed.
 - high-voltage parts, if embedded by solid-insulation material and complying with at least protection category PA of IEC 62271-201:2014.
- c. If a withdrawable or removable part does not include an earthing device that is intended to earth the main circuit of that removable part before becoming accessible, it shall be possible, by manual earthing means, to safely discharge trapped charges from that removable part. The manufacturer shall define the recommended procedure in the manufacturer's instructions reference.
- d. All removable parts and components of the same type, rating, and construction shall be mechanically and electrically interchangeable.
- e. Removable parts and components of equal or greater current and insulation ratings may be installed in place of removable parts and components of equal or lesser current and insulation ratings where the design of these removable parts and components and compartments allows mechanical interchangeability.
- f. Components contained in an assembly shall be in accordance with their various relevant standards.

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- g. For main circuits with current-limiting fuses, the manufacturer of the assembly may assign the maximum peak and Joule integral of the let-through current of the fuses to the main circuit downstream of the fuse.
- h. Upon assembly, the installation shall ensure that only pe of terminations from a list provided by the manufacturer of the assembly.

IAC classification

The manufacturer shall ensure the ratings are specified, the ratings shall be indicated using designations as specified under 5.103 of IEC 62271-200:2021

- classification: IAC
- Type of accessibility: 2BC
- Classified sides of the enclosure: FLR
- Rated three-phase arc fault values: current I_A [kA] and duration t_A [s]
- Rated single-phase arc fault values (where applicable): current I_{Ae} [kA] and duration t_{Ae} [s]

Factory Acceptance Testing - Requirements

- a. The entire installation shall be tested according to SANS 62271-1:2023, SANS 62271-200:2022, SANS 60060-1:2011, ANSI/IEEE C37.20.7 testing guide.
- b. Routine testing shall be made at the manufacturer's works on each apparatus manufactured. Any routine tests that cannot be done on the manufacturer's site can be done elsewhere, only upon agreement with Foskor.
- c. Test reports of the routine tests done at the manufacturer's site shall be furnished to Foskor.
- d. The manufacturer shall demonstrate the validity of these tests made on all transport units conducted when the switchgear and control gear are not completely assembled before transport,

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- e. The Foskor Representative shall have access, at all reasonable times, to those parts of the manufacturing facilities engaged in the manufacture of items in terms of this specification. He is authorised to witness any stage of manufacture, tests and inspect documentation.
- f. The Foskor Representative is authorised to reject any items not manufactured to the requirements of the specification.
- g. All equipment shall be inspected at the service provider's works before delivery, to ensure compliance with the specification.
- h. No unit shall be considered complete until acceptance by Foskor.
- i. The minimum testing/pre-delivery checklist shall be as follows:
 - The Fokor representative must carry out a clause-by-clause check of each panel/ switchgear, before delivery.
 - This panel/ switchgear list is intended to assist this process but does not relieve him/her of the responsibility described above.

Site Acceptance Testing – Requirements

The Switchgear Supplier shall carry out the following site tests: -

a. Resistance Tests of Main Circuit

Micro-ohm meter tests shall be carried out on all busbars, main connections, and across the circuit breaker and disconnector contacts.

Which shall include:

- Micro-ohm meter tests between all primary test access points and their associated MV cable termination box connection.
- Micro-ohm meter tests between all common earthing connections between the Circuit Breaker housings.

b. Switchgear Operation, Mechanical Interlock Checks and Function Tests

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The following basic operational checks on switchgear shall be carried out by the Supplier: -

- i. The mechanical functionality of the switchgear shall be checked.
- ii. The operation of all electrical and mechanical interlocks on the switchgear shall be checked to ensure that they operate correctly in both permissive and preventative modes.
- iii. Functionality of switchgear operation counters shall be checked.
- iv. Each panel shall be operated electrically for all sources of initiation (trip/close) to ascertain that its function is correct to the wiring diagram/schematic.
- v. Any remote features shall only be checked to the multicore box terminals.
- vi. Bus-wiring and Schemes involving the interrelationship of a group of panels of any one switchboard shall be checked between each other for correct operation.
- vii. Functionality of earthing arrangements shall be checked.

c. Check of Panels and Connections

- i. A physical examination of each panel shall be made to ensure that all wiring, positioning of equipment, fuse ratings and labels are in accordance with the wiring diagram and general arrangement drawings and that all relay ratings are appropriate.
- ii. All electrical connections shall be proved for mechanical integrity, e.g. terminal tightness, shrouding etc. The panels, relays and control modules shall be visually inspected to ensure freedom from debris and mechanical damage.
- iii. The following shall also be checked by the Supplier:
 - Wiring identification including ferrules.
 - Electrical Location and Polarity of fuses, links and auxiliary components.
 - Component values, e.g. resistor values.
 - Terminations fit for purpose, e.g. current rating, spring-loaded where applicable.

d. Phasing Out Tests

All Suppliers' phasing out devices, such as IVIS, VDS, or neon indicators, shall be tested by the switchgear Supplier before use as part of the on-site testing.

Site verification shall be done in the presence of the Foskor engineer or his representative.

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e. HV Tests

- i. The following High Voltage (HV) Tests shall be completed on-site by the Supplier.
- ii. All site testing shall be done in the presence of the Foskor Engineer or his representative.
- iii. Each group of busbars shall have an HV pressure test completed between each phase and to earth.
- iv. All circuit breakers shall have an HV pressure test completed between phases, across the contacts and to earth.
- v. All CT chambers shall have an HV pressure test completed between phases, across the contacts and to earth.
- vi. IR checks of the primary circuit shall be completed before and after any HV tests. A 5kV test device shall be used.
- vii. All results are to be recorded on the manufacturer's approved documents and submitted to Foskor with the handover file.
- viii. Parts of the equipment that have external primary connections made off shall not be included in the HV test.

f. HV Tests of any IVIS, VDS or VPIS-type voltage/phase indication devices.

Tests by the Supplier shall include: -

- i. The strike voltage of the device
- ii. The secondary terminal voltage of the device at system associated system voltage level.
- iii. The proving of phasing between each device and between adjacent CBs (switchgear bays) using the testing/phasing device supplied by the manufacturer.

g. HV Tests of any Voltage Transformers:

Tests by the Supplier shall include: -

- i. Primary / Secondary Ratio check of the device at the associated system voltage level.
- ii. Tertiary Winding Ratio check of the device at the associated system voltage level.

h. Current Transformer (CT) Magnetisation Curve Tests.

The Supplier's CT Magnetisation Curve Bench and Factory Test Results shall be supplied to Foskor as part of the On-Site Tests.

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i. Settings.

- i. The contractor/supplier shall conduct electrical fault level calculations and protection grading study between 22kV, 6.6kV and 525V busbar levels.
- ii. The study will include protection settings calculations and application for the 22kV incomers to the busbar, 22kV/6.6kV panels, 6.6kV/525V transformer feeders and 6.6kV pump feeders.
- iii. All settings implementations shall be in accordance with Foskor specifications and protection settings philosophy.

j. Electrical protection schemes testing.

- i. All circuits, relays, voltage transformers, current transformers and circuit breakers/contactors shall be tested by secondary injection as well as primary injection.
- ii. The results must be notified in proper test reports showing all the relevant test currents, test voltages, operating current, operation voltages and tripping times.
- iii. A magnetising curve shall be drawn for each current transformer.
- iv. Protective relays including arc protection and motor protection relays must be tested for all the settings and functions in use to determine and confirm the selectivity, sensitivity, and speed of the devices to adequately isolate system faults during operation.
- v. Devices used for electrical protection and measurements shall be tested accordingly for alarms, indications, and tripping.

- a. Transport, storage and installation of switchgear and control gear shall be in accordance with instructions given by the manufacturer.
- b. The manufacturer shall provide the appropriate version of the instruction manual for the transport, storage, installation, operation and maintenance of switchgear and control gear.
- c. The instructions for the transport and storage should be given at a convenient time before delivery.

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- d. The instructions for the installation, operation and maintenance should be given by the time of delivery at the latest.

Mechanical Construction - General

- a) The Motor Control Centres (MCC) shall be fixed pattern, comprising one or more fully interchangeable modular, rigid, free-standing sections, bolted together to form an extensible, composite, rigid, free-standing and vermin proof MCC of uniform appearance. Each section shall be divided vertically into panels. Each panel shall be divided into one or two cubicles one above the other.
- b) A channel iron frame (minimum 100mm x 50mm) shall be provided under each completed section of transportable length which shall be so constructed that it can be used for lifting the transportable section without distortion taking place. The maximum length of the transportable sections shall not exceed 3000mm.
- c) All completed sections shall be provided with lifting lugs and shall have sufficient strength to withstand all stresses occurring during transportation, installation and operation without distortion or damage.
- d) The Motor control centre shall be compartmentalised to segregate busbar, cable, circuit-breaker and instrument zones, in such a manner that prospective damage resulting from electrical faults will be minimised and confined to the zone cubicle or compartments in which the fault occurs. Power busbars shall be completely separated from any other compartment using suitably earthed metallic barriers.
- e) Separate compartments shall be provided for each circuit breaker and instrument section.
- f) Access to all power busbar compartments shall be by removable bolted covers. Removable covers shall be provided with captive screws.
- g) The incoming feeder, outgoing feeder, relay, control transformer and metering and instrumentation cubicles shall have doors suitably constructed to ensure rigidity. Doors shall be fitted with robust steel or brass (Barker Nelson 41200 EMB or equivalent) hinges with at least two 6mm square recessed quick close/open latches (Barker Nelson 26013 Dinlock or equivalent).

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Hinges shall be provided at 500mm intervals per door with a minimum of two hinges per door. Each door shall be fitted with an equal number of hinges and latches. At least one of these latches shall be pad-lockable.

Doors and covers shall be provided with a high-density neoprene gasket to form a firm seal. The neoprene seal shall be a nominal 5mm thick and compressed to 3mm on the closing of the door. The entire switchboard shall be effectively dust and splashproof to IP 54.

- h) All hinged doors shall be fitted with a robust mechanism to latch and hold the door in the wide-open position, to minimise inadvertent contact with live parts during maintenance operations.
- i) All hinged doors shall open to a minimum of 135° from the closed position, to facilitate easy access for maintenance.
- j) Under no circumstances should rear doors have a width exceeding 750mm.
- k) Attention shall be given to ventilation to prevent the accumulation of ionised gases. Suitable drip-proof, fine mesh-screened, vermin-proof openings shall be provided to facilitate air movement by convection. These openings shall be arranged such that the hot gasses or other materials cannot be discharged in a manner injurious to operating personnel.
- l) Sectionalised removable gland plates shall be fitted and shall be fixed using captive nuts or screws and so located that ample space is available for the satisfactory entry and termination of cables. Cable entry shall be at the bottom of the board. All gland plates are to be connected to the main panel earth bar via suitably sized copper conductors and unused sections shall be left blank. Gland plates for the three-core cable of cross-sectional area 70mm² and above shall be a minimum 5mm plate.

Gland plates shall be galvanised. The cable gland compartments shall have removable covers attached with standard 6mm square recessed quick close/open latches.

- m) Suitable termination points shall be provided to enable any multiple three-core cables to be terminated without cross-overs of different phases and with minimum lengths of cable "tails". All cable termination points and associated connections shall be suitably braced to withstand the available fault currents without damage. If necessary, cable support clamps shall be provided for the individual cores after glanding off.

In addition to any support/bracing required by the electrical conditions, the busbars shall also have sufficient support to prevent stresses from being transmitted to the circuit breakers or any

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components by cable terminations. Particular attention must be paid to the termination arrangements of any multiple incoming three-core cables.

- n) Flash barriers shall be furnished to increase creepage distance between phases and shall be furnished on all circuit breaker cradles between the phases on the busbar riser section.
- o) Spare compartments shall be equipped generally as detailed on the single-line diagram, and shall include all circuit breakers, busbars, wiring, and instruments.
- p) The general structure of the board shall be designed and fabricated to ensure that no excessive vibration caused by the operation of any component is transmitted to any other components, thereby causing spurious tripping of any device.
- q) Unless otherwise agreed or stated in this Specification, all screws, bolts and nuts shall be hexagonal to ISO metric commercial standards and shall be rustproof. Loose "bolts and nuts shall not be used on steelwork. "Avdel Burnside" blind threaded fastening system bushings or equivalent shall be used for thread sizes M5 and above. Studs projecting from the exterior surfaces of the board shall have chrome or cadmium-plated dome nuts. Self-tapping screws shall not be utilised for any purpose on any equipment.
- r) The switchboard steelwork shall be a minimum of 2mm thick, irrespective of the type of steel used.
- s) Each cubicle/compartment door shall be labelled with the reference letter(s) of that compartment, and labels shall be discussed with the Foskor engineer during the construction stage.
- t) Every door and/or removable cover giving access to a cubicle shall bear a durable designation label suitably inscribed with the description and the equipment number where applicable, using engraved black characters at least 6mm high on a white background. Incomers shall be labelled.
- u) The MCC shall be provided with an identity label, engraved with 30mm high black-on-white characters and shall be mounted on top of the switchgear.
- v) All removable covers/doors protecting live equipment shall be fitted with warning labels. Warning labels shall be engraved red characters 6mm high on a white background.

Each circuit shall be provided with a blank white/black white traffolyte type label (or engraved in accordance with designations on drawings).

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All electrical components/equipment shall be labelled (with designations corresponding to those of the Purchaser's schematic diagrams) to facilitate recognition. Engraving shall be left to the discretion of the manufacturer but shall be legible and durable. The component labels shall be affixed adjacent to the component they refer to.

All labels and label brackets shall be affixed by machine screws. Adhesive labels are not acceptable.

- w) Incomers shall be labelled "Incomer from " and the bus section shall be labelled "Bus Section".
- x) Over and above the labelling requirements of this specification, the labelling requirements of SANS 10142-1 and SANS 62271 must also be met.
- y) Doors to compartments shall be so arranged that normally they cannot be opened whilst the apparatus contained is live unless this apparatus is fully shrouded or screened to the correct IP protection to prevent inadvertent contact. Doors shall be designed to ensure rigidity and shall be a neat fit in the framework and around the circuit breaker escutcheon plate.
- z) Circuit breakers shall be interlocked with the panel door to prevent the opening of the door when the circuit breaker is in the "ON" position.

A non-apparent interlock defeat shall be provided for the opening of the door with the circuit breaker in the "ON" position for testing and maintenance. In addition, there shall be provision for the attaching of three padlocks to each operating handle in the "OFF" position, which prevents the circuit breaker from being operated.

All the access doors are to be effectively and permanently earthed to the main panel enclosure of the switchgear, using a suitable braided copper earth strap, not less than 35mm², crimped with lugs and bolted at each end to the door and enclosure.

13.3.1. Mechanical Construction - Busbar Ducts (where required).

- a) The bus ducting shall have suitable sealing at each end, between the bus duct and switchgear, and shall be constructed to ensure that any fire or other fault cannot spread between the various sections.
- b) Busbar ducts shall utilise copper complying with this Specification and shall have a minimum current rating of 2000 Amps. The bus ducts shall be metal enclosed, non-segregated phase type, suitable for

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indoor use and positively vermin proof. Ventilation slots, if any shall be suitably screened with a fine mesh.

- c) If necessary, provision shall be made for expansion or contraction of the busbars and the housing due to loadings, temperature changes and short circuit conditions.
- d) Busbars, insulators and supports shall be braced to withstand the mechanical and thermal effects of the fault current.
- e) Bus duct housing shall have bolted covers for access to busbars, insulators and joints.
- f) Insulators shall be mounted on their supports in such a way that they can be easily removed and replaced.

13.3.2. Electrical Construction – general.

- a) Cooling - Artificial cooling of any component will not be acceptable. All design and construction shall be based on natural cooling by convection or radiation.
- b) Busbars and connections shall generally comply with the relevant latest standard and all solid copperwork shall be made of hard drawn high conductivity copper of constant cross-section throughout their lengths with a maximum design current density of 1,66A/mm².
- c) all copperwork (including connections to, from and between equipment) shall have applied solid insulation suitable for the rated voltages. Heat shrink insulation shall be used wherever possible.
- d) Main busbars shall be rated for 2000 amps. Busbar droppers shall be manufactured from solid copper bar and rated for the maximum possible current (determined by the breaker frame size) in that section with a minimum rating of 1000 amps.
- e) The use of flexible conductors as droppers from the main busbars to circuit breakers shall not be permitted.
 - Busbars and droppers shall be housed in separate metal enclosures.
 - All busbar joints shall be silver-plated or tinplated. High pressure bolted lap joints shall be used and all bolts shall be of the high tensile type.
 - All busbars and droppers shall be securely supported by heavy, high di-electric, non-hygroscopic material with bracing to withstand stresses due to short circuits of 3-second duration and at least equal to the interrupting rating of the circuit breaker protecting the busbars.

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- All insulation used on electrical conductors/connections and wiring shall be flame retardant types, constructed of low-toxicity materials.
 - Power wiring on the "live" side of the circuit breakers (busbar dropper to circuit breaker) shall be as short as possible, sized to carry the maximum current continuously of the frame size of the respective breakers and shall be a flexible conductor. The flexible connection shall be provided on all such connections and shall be designed to prevent the transmission of any forces that may arise between the busbar droppers and the circuit breaker. In terms of SANS 60439, this connection is deemed to be a fault-free zone and the design and use of the flexibles shall in no manner compromise this zone.
 - This connection may be from insulated stranded conductor, laminated, insulated conductor or multistrand braid.
- f) hexagonal die-type hydraulic crimping shall be used for all wiring greater than 16mm².

13.3.3. Electrical Construction – Telecontrol.

- a) All switchgear shall be provided with equipment to interface with Foskor control room telecontrol (300 Ft control room).
- b) This equipment should preferably be mounted in a position accessible through the hinged door of the instrument panel.
- c) Telecontrol close and trip relays shall be required on each circuit.
- d) It is the contractor's responsibility to connect and commission the telecontrol cables in the multicore box for correct and proper operational functionality.
- e) All relays and position switches for Telecontrol shall be wired to a terminal block suitably placed for the termination of multicore cables.
- f) The location of the terminal block is to be agreed between Foskor and the service provider.
- g) Each circuit, including the bus-section where protection is fitted, shall be equipped for remote indication of current by using a wedding ring CT, provided and wired by the switchgear manufacturer.
- h) The panel must have the following remote/plc/SCADA 24 VDC signals ready for interconnecting with Foskor's 300ft control room.
 - Start

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- Stop
 - Local/Remote
- i) The following indications must also be ready for interconnecting with Foskor’s 300ft control-rooms.
- Run/Stop
 - Trip/Healthy
 - Local/remote

13.3.4. Wiring.

- a) Each MCC shall be equipped and completely wired at the factory and, only after satisfactory testing, be split, if necessary, for transport.
- b) Control and instrumentation wiring shall be Silicone insulated throughout and of flexible, stranded, annealed, untinned copper construction. All wiring shall comply with the specifications below. Conductors shall comply with SANS 1411, Part 1, Table 4, Class 5.

CT Wiring 2.5mm2 phase coloured, common return black insulated, earth link.

General Control Wiring (AC) 1.5mm2 grey

(DC) 1.5mm2 (positive – red, negative – black)

LED and PLC Inputs (AC) 0.75mm2 grey

(DC) 0.75mm2 (positive – red, negative – black)

Control Neutral (AC) 2.5mm2 black

Terminal Links 2.5mm2 (

- c) Notwithstanding the above-mentioned requirements, the manufacturer shall ensure the wire size used is amply rated for the applicable current, under ambient conditions. Each end of every wire shall be marked with a wire number using plastic cable ferrules (black lettering on a white or yellow base).

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- d) Control and instrumentation shall **not** be coloured yellow or blue, yellow or blue being restricted for use as bridge wires and interlocking wires respectively.
- e) All control/instrument panel wiring shall terminate using suitably sized compression crimp lugs unless terminals of the pressure pad type are employed. The minimum voltage rating of the control wiring shall be 600/1000V grade to SANS 1507 and SANS 1411 Pt I and III.
- f) All wiring shall be of the stranded type. Wiring shall be run in plastic trunking. Only where a space problem exists will loomed wiring be acceptable.

Note: Stick-on harness holders are not acceptable.

13.3.5. Wire Numbering

- a) Cable/wire marking ferrules shall be to the codes laid down in BSS 158 and shall correlate to the appropriate schematic or wiring diagrams.
- b) Split or open-type marking ferrules shall not be used.

13.3.6. Terminals

- a) The minimum rating for terminal blocks shall be 40A. Terminal strips/blocks shall be marked with designations corresponding with the supplier's/buyers' drawings. Generally, terminal numbers shall be the same as the relevant wire number. No more than two wires may be connected to any one side of a terminal. 10% additional spare terminals shall be furnished.
- b) Terminals are to be provided for all door-mounted components, diodes, etc.

13.3.7. Circuit Breakers

- a) Circuit breakers shall be either fixed pattern moulded case circuit breakers or withdrawable pattern air circuit breakers complying with the following requirements:
- b) Vacuum Circuit Breakers (VCBs)
 - VCBs shall be of the withdrawable type with self-aligning disconnecting devices with the disconnecting fingers preferably mounted on the breaker for ease of maintenance. The draw-out mechanism shall hold the circuit breaker rigidly in the fully connected, test and fully disconnected positions.
 - Safety shutters shall be provided to shield the fixed part automatically when the draw-out parts are removed preventing access to the conductors (main and auxiliary circuits). These shutters

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shall be clearly labelled indicating busbar and cable sections and in addition “live” section shall be labelled “6600V – LIVE”. VCBs shall be equipped with inter-phase barriers.

- Each bus section VCB shall be equipped with three appropriate direct-acting non-adjustable over-current trip devices.
- Each incomer shall be equipped with three direct-acting, thermal inverse time over-current trip devices with an adjustable current set point and three direct-acting magnetic short time delay over-current trip devices with an adjustable current set point and short time delay.
- Foskor’s Protection Engineer shall take particular care to ensure that the VCB protection is correctly coordinated with the upstream and downstream protective devices.
- Where current and time delay set points on VCBs are adjustable these shall be accessible from the front of the panel without removing the VCB from its cradle and shall be adjustable with the switchgear in alive.
- Interlocks shall be provided to ensure the following:
 - - that the main circuit breaker cannot be removed from or to the fully connected position unless the VCB is open.
 - - that the compartment doors cannot be opened should any accessible portion of the VCB frame be energised.
 - - that the breaker cannot be closed unless in the fully connected, test or fully disconnected positions.
- Provision shall be made for the padlocking of any VCB in any one of the fully connected, test or fully open positions. In addition, all VCBs shall have a padlocking facility to prevent the close push button from being operated when padlocked.
- The VCBs supplied shall be three pole, magnetically operated. The mechanism shall be of the stored energy type having hand charged spring with mechanical and electrical releases for closing.
- The ACB control/protection unit shall be fitted with a transparent cover that can be sealed in the closed position to prevent tampering with the settings.
- The VCB shall be cable of remote tripping and closing e.g. via remote pendant.
- Each remote pendant shall be 10 meters long.

13.3.8. Insulation Materials

- Any insulation, filling putty, etc, used shall be selected such that it can withstand without injurious effect (mechanically or electrically), all temperatures encountered within the switchboard. All ACB boards shall have a surge arrestor fitted to the incoming ACB. This surge arrestor shall be fitted to the LIVE side of the breaker.

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13.3.9. Instruments and Meters

- a) In general voltmeters and ammeters are a minimum requirement and shall be included as follows:
- b) Incoming Feeders shall be equipped with a single 96mm x 96mm, combined maximum demand and instantaneous ammeter. The maximum demand portion shall have a thermal movement with a 15-minute time lag and a drag pointer having a reset facility. It shall have a built-in saturation transformer for increased overload capacity to 90 times the rated current for one second.
- c) In addition, incoming feeders shall have a 96mm x 96mm voltmeter connected to measure phase-to-phase voltage via a set of fuses suitably rated for voltage and short circuit current.
- d) Outgoing feeders shall be equipped with a suitably sized CT operated 96mm x 96mm 90° movement suppressed maximum ammeter having an overload rating of 40 x rated current for one second.
- e) All current transformers shall conform to IEC 285.
 - For protection purposes class 10P CTs are to be used:
 - for indicating purposes class 1 CTs are to be used and
 - for metering purposes class 0,5 CTs are to be used.
- f) In general, current transformer mechanical and thermal ratings shall be coordinated with the short circuit ratings of the equipment. All instruments are to be mounted internally with a protective Perspex or similar.

13.3.10. Mechanical equipment protection devices

- a) All the protection devices, i.e. motor thermistors, motor heaters, gearbox oil flow switches etc on mechanical equipment shall be accommodated onto the individual motor starter circuits.

13.3.11. Painting and protective coating

- (a) All chassis plates shall be painted white.
- (b) Specific external colours will be provided by Johannesburg Water.
- (c) All gland plates shall be galvanised for improved cable earthing.

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13.3.12. Cable work

- a. Disconnect cables from the existing switchgear and re-terminate them to the new switchgear.
- b. Terminations shall be properly done on the switchgear terminals with required accessories. Installation, glands, lugs and cable termination to comply with the Foskor and the industry specifications for the issue of the COC. Supply and installation of the required cable putty and tape are also to be catered for in the pricing.
 - i. *All terminals of the cable ends shall be properly tightened as per the manufacturer's recommended torque to avoid heating due to lose connection.*
 - ii. *Service provider to ensure the cable is properly secured. Under no conditions shall the cable weight be imposed on the switchgear terminals /bus bar*
 - iii. *All cable ends shall be similar to **HEATSHRINK** or approved equivalent. The termination procedure specified by the manufacturer shall be strictly followed.*
 - iv. *Terminations may only be carried out by a certified electrician who has completed a termination / jointing course with the manufacturer. Proof of the cable jointer's qualification shall be submitted with the bid. This forms part of the pre-qualifying criteria.*
 - v. *The phase conductors shall be terminated to the switchgear terminal box/bus bars with suitable cable lugs. The conductors shall be crimped to the cable lugs. Cable lugs shall be insulated using a special boot rated for the nominal voltage of the cable.*
- c. Cable joints shall only be done provided the following is addressed and adhered to.
 - i. *All MV-cable joints used shall be similar to RAYCHEM or approved equivalent. The jointing procedure stipulated by the manufacturer shall be strictly followed.*
 - ii. *No crossing of cores shall be made in joints of medium-voltage cables.*
 - iii. *Joints may only be carried out by a certified electrician who has completed a termination / jointing course with the manufacturer. Proof of the cable jointer's qualification shall be submitted to the Engineer before task execution.*
- d. All cables shall be painted with fire-retardant paint upon completion of the installation for a length not less than 1 meter on both sides of the cable entry.
- e. Contractor to Pressure Test or conduct AC overvoltage test commissioning test on the cable installation between the two substations. Testing shall be witnessed by the Foskor representative.

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	<p style="text-align: center;">REQUEST FOR PROPOSAL</p> <p style="text-align: center;">[RFP]</p>	<p>Form No: Foskor PROC 017</p> <p>Revision No: 01</p> <p>Effective Date: August 2024</p>
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- i. After the installation, jointing or termination of a medium voltage cable, one of the following voltage tests shall be carried out before the energizing of the cable:
 - ii. It should be noted that damage to the cable as a result of any form of pressure testing due to a faulty test or test equipment will be for the account of the Contractor. Special care shall be taken to ensure that testing equipment is calibrated and that the correct test is carried out.
- f. After all testing, the contractor shall hand over a healthy report inclusive of the COC for the work done.

Note.

- i. If there are any exclusions on the scope that may affect the issuing of the COC, the contractor is to highlight them as part of the tender response and quote for any additional items whatsoever as extras.

13.3.13. Excavations

- a. All cable trench excavation and backfilling shall be in accordance with this Foskor E50/2/14.7 specification, with the title "Typical underground details of cables and details of sniff pipes."
- b. Cables shall be installed at a depth of 1000mm from the final ground level to the top of the cable. For any deviation from the depths for the installation of the cable specified, written approval shall be obtained from the Engineer.
- c. Excavation of trenches may be done either by mechanical excavators or by hand.
- d. The bottom and sides of trenches must be smooth and shall have no sharp dips or rises.
- e. Trenches shall be set out and excavated in such a manner that the minimum bending radii of the cable are achieved when laying the cable

13.3.14. Marking of cable

- a. The following information shall be punched onto the lead tape for the cable under consideration:
 - Voltage:
 - Cable size (mm²):
 - Date of installation:
 - Connected to:

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- Parallel cables must be marked:

13.3.15. Installation quality

The service provider shall incorporate the Annexure F: Installation Quality Inspection document into the handover document.

Certifications: The BTU must meet the applicable safety and performance standards, as specified in IEC 60950-1

Alarms and Indications: The BTU shall be required to have alarms and indications to warn of faults and other conditions that could affect its operation, including the critical alarm system via cellular network.

The BTU shall be the **thyristor Type**, preferably Static Power BTU

Communication Capabilities: The BTU may be required to have communication capabilities, such as Modbus or Ethernet, to allow it to be monitored and controlled remotely.

The BTU shall have a built-in battery charger and batteries.

- The performance of the items supplied in terms of this specification, as defined by the order, shall be warranted by the service provider and, if specified, be tested in accordance therewith.
- The service provider shall not be specifically required to conduct a performance test on-site.
- A minimum guarantee period of 12 months is required.

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All live switching activities shall be performed by Foskor, however, it will be the responsibility of the contractor to ensure that no work is performed without locking out.

The table below must be taken into consideration for inclusions and exclusions.

WHO WILL SUPPLY THE FOLLOWING?					
N/A = NOT APPLICABLE C = CONTRACTOR FF = FOSKOR, FREE OF CHARGE FC = FOSKOR, AT COST TO CONTRACTOR					
1. Sanitary –		2. Transport		3. Electrical	
1.1 Water on-site and toilet facilities / janitorial services	C	2.1 Labour	C	3.1 Generators	C
1.2 Potable connection point	C	2.2 Materials	C	3.2 Electrical Extensions	C
1.3 Connection to construction water supply	C	2.3 Equipment	C	3.3 COC Site Establishment	C
1.4 Change rooms	C	2.4 All TMMS	C	3.4 Temporary lighting	C

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				3.5 Electrical connection point	FF
				3.6 Connection to Electrical Supply	C
				3.7 Electric panel + distributing wiring	C
				3.8 Power for tools on site from existing Foskop electrical supply point (Welding plugs and 220v plugs)	C
4. Quality –		5. Security		6. Lifting and Rigging	
4.1 Plan, Management, QA, QC, etc.	C	5.1 Site Security	C	6.1 All rigging equipment (Slings, Chain blocks, turfers, etc.	C
4.2 All quality tests Civil, Paint, Mechanical, etc.	C	5.2 Foskop ID Card	C	6.2 Rigger	C
4.3 Sampling and laboratory testing	C			6.3 Mobile cranes and any other lifting devices	C
7. Medicals -		8. Communication devices – All communication devices like laptops, computers,	C	9. PPE	

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		networks, radios, cellphones, etc.			
7.1 Entry and Exit	C			9.1 Supply, Issue, inspect and manage	C
7.2 First aid box at the place of work	C				
10 Site Surveys	C	11. Safety File - Foskor will issue a template	FF	12 Training & Authorizations	
		Ensure the file conforms/ populate to Foskor standards	C	12.1 All Required Training	C
				12.2 Authorisation - As Per Foskor COP	FF
13. Site Establishment		14 Waste management on site		15 Painting - All Equipment and tools paint, labour , etc.	C
13.1 Site office/s with suitable facilities for daily "Green Area" meetings, and lunch area	C	14.1 Transport all waste to Foskor designated waste sites	C		

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13.2 Site establishment space	FF				
16 Scaffolding		17 Labour		18. Compressed air	
16.1 Scaffolding Supply & Erect	FF	17.1 All labour as per Scope of Work to execute task including management	C	18.1 Sandblasting or flash blast	C
16.2 Scaffolds be managed by the Contractor	FF			18.2 Compressor	C
16.3 Cherry Picker's – only if and when available by pre-booking	FF			18.3 Air for power tools - If available	FF
16.4 Cherry Picker's Driver– Trained and authorized driver	FF				
19 Fuel		20. Storage and inventory control		21 Consumables	
19.1 Fuel Supply	C	20.1 Protective coverings/tarpaulins	C	21.1 Welding rods	C
19.2 Fuel storage	C	20.2 Storage area and inventory control	C	21.2 Bolts & Nuts	C
19.3 Fuel fire protection	C			21.3 Etc.	C

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19.4 Refueling	C				
22 Tools & Equipment		23 Certificates -		24 Training	
22.1 All Portable Electrical Equipment	C	Supply All certificates as required	C	All required training and training manuals as required to ensure that Foskor can train its workforce and operate the plant/equipment safely	C
22.2 Hot Work Equip as per Foskor COP - Welding Machines, Gas Cutting, Grinding, Gauging, etc.	C			All manuals and related documents are to be supplied to the project Eng and Foskor Drawing office for safekeeping	C
22.3 Tools as required to execute the task	C				

Equipment such as the crane, scaffolding, excavator etc will be supplied by Foskor as may be required. The rest of the tools and materials for the installation shall be provided by the contractor unless specified to be a free issue.

Foskor has made provision for the supply of crane, scaffolding, and excavator free of charge depending on the size and nature of the works. It is expected that arrangements will be communicated to the appointed Scaffolding contractor at least 3 days before the requirement. Proof of request and arrangements and actual scaffolding installation for Scaffolding are to be provided to Foskor on request. It should be noted that FOSKOR has an existing appointed and accredited scaffolding supplier

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The rest of the tools and materials for the installation shall be provided by the contractor unless specified to be a free issue.

As-Built Drawings

- a. The service provider shall supply Foskop with as-built drawings at the end of the project. This shall form a package with all other requested documents e.g., maintenance manual, etc.

Note! – All drawings are to be delivered in AutoCAD electronic format and PDF format. All drawings are to be detailed engineering drawings and approved for Construction.

3. GREEN ECONOMY / CARBON FOOTPRINT

Foskop wishes to have an understanding of your company's position with regard to environmental commitments, including key environmental characteristics such as waste disposal, recycling and energy conservation. *Please submit details of your entity's policies in this regard.*

4. GENERAL SUPPLIER/SERVICE PROVIDER OBLIGATIONS

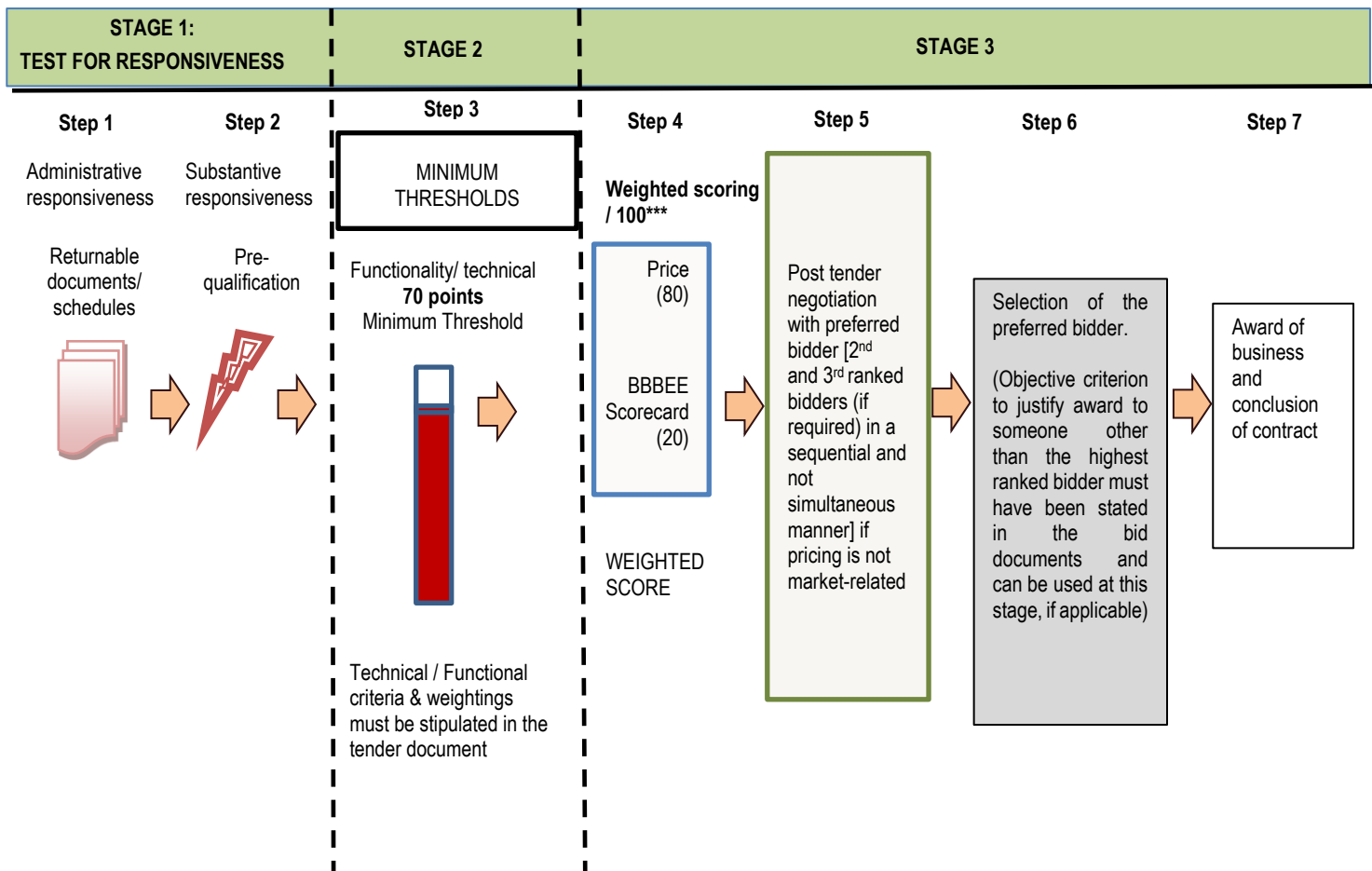
- 4.1 The Supplier shall be fully responsible to Foskop for the acts and omissions of persons directly or indirectly employed by them.
- 4.2 The Supplier must comply with the requirements stated in this RFP.

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5. EVALUATION METHODOLOGY

Foskor will utilise the following methodology and criteria in selecting a preferred Supplier:



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Technical Pre-qualification Criteria/minimum requirements/legal requirements

No	Pre-Qualification	Comments
1	CIDB rating of 4EP / 3EP PE	Provider proof
2	Service provider to be the OEM or be authorized by the OEM to install the switchgear	Provider OEM letter or OEM authorization letter indicating that they authorize you to work on/ install their switchgear

SHOULD YOU NOT SUPPLY THE ABOVEMENTIONED DOCUMENTATION YOUR BID WILL BE DISQUALIFIED.

NB: Evaluation of the various stages will normally take place in a sequential manner. However, in order to expedite the process, Foskop reserves the right to conduct the different steps of the evaluation process in parallel. In such instances the evaluation of bidders at any given stage must not be interpreted to mean that bidders have necessarily passed any previous stage(s).

5.1 STEP ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFP Reference
• Whether the Bid has been lodged on time	Section 2 paragraph 3
• Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time	Section 5
• Verify the validity of all returnable documents	Section 5
• Verify if the Bid document has been duly signed by the authorised respondent	All sections

The test for administrative responsiveness [Step One] must be passed for a Respondent's Proposal to progress to Step Two for further pre-qualification

5.2 STEP TWO: Test for Substantive Responsiveness to RFP

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The test for substantive responsiveness to this RFP will include the following:

Check for substantive responsiveness	RFP Reference
<ul style="list-style-type: none"> Whether any general and legislation qualification criteria set by Foskor, have been met 	<i>All sections including: Section 2 paragraphs, 2.2, 6.</i>
<ul style="list-style-type: none"> Whether the Bid contains a priced offer as prescribed in the pricing and delivery schedule 	<i>Section 4</i>
<ul style="list-style-type: none"> Whether the Bid materially complies with the scope and/or specification given 	<i>All Sections</i>
<ul style="list-style-type: none"> Proof of registration on the National Treasury Central Supplier Database (CSD) 	<i>Section 2, paragraph 13</i>
<ul style="list-style-type: none"> Whether any Technical Pre-qualification Criteria/minimum requirements/legal requirements have been met as follows: <ul style="list-style-type: none"> CIDB rating of 4EP / 3EP PE Service provider to be the OEM or be authorized by the OEM to install the switchgear 	<i>Section 3 – Scope of Work Annexure</i>

The test for substantive responsiveness [Step Two] must be passed for a Respondent's proposal to progress to Step Three for further evaluation.

5.3 STEP THREE: Minimum Threshold points for Technical Criteria

a) The test for the Technical and Functional threshold will include the following:

	Technical Criteria Description	Weight	Evaluation Method
1	Experience and Quality of Manufacturer		
1.1	SIMILAR SUCCESSFULLY COMPLETED PROJECTS.		Successfully project completed in medium voltage switchgear manufacturing, installation and

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	<p>List of the bidders past work experience in terms of similar successfully completed projects</p> <ul style="list-style-type: none"> The bidder must provide completion certificate or reference letters of the completed projects to the value above R250 000 per month not older than 10 years in order to be allocated points 	30	<p>commissioning to the value above R250 000 per month not older than 10 years (Proof of completion certificate or reference letters in the client letter head must be attached)</p> <ul style="list-style-type: none"> + 6 Projects = 30 5 Projects = 25 4 Projects = 20 3 Projects = 15 2 Projects = 10 1 Project = 5 None = 0
1.2	<p>DEMONSTRATED EXPERIENCE OF KEY PERSONNEL</p> <p>Bidders must attach proof, for the key personnel identified for each listed position to point out similar successfully completed projects and experience that is relevant to this project</p> <p>Qualifications</p> <ul style="list-style-type: none"> Team Leader – NQF Level 5 on any qualification Field Technician – ORHVS Regulation certificate and at least trade test Test Technician - ORHVS Regulation certificate and at least trade test 	20	<p>Company Organogram with relevant experience and appointments and CVs for the following minimum personnel.</p> <p><u>(Specify which employee is to fill which position)</u></p> <p>a) 2.6.1 Subordinate Manager,</p> <ul style="list-style-type: none"> CV with qualifications = 3 <p>b) 2.9.2 Site supervisor/Team Leader</p> <p>CV, Qualifications and Experience in years as Supervisor in the region on successfully completed projects</p> <ul style="list-style-type: none"> CV with Qualification + 5 years = 5 CV with Qualification + 4 years = 4 CV with Qualification + 3 years = 3 CV with Qualification + 2 years = 2 CV with Qualification + 1 year = 1

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			<p>c) Field Technician(s)/Artisan(s)</p> <p>Experience in years as Field technician / Switchgear Specialist /Artisan in the region on successfully completed projects</p> <ul style="list-style-type: none"> • CV with Qualification + 5 years = 5 • CV with Qualification + 4 years = 4 • CV with Qualification + 3 years = 3 • CV with Qualification + 2 years = 2 • CV with Qualification + 1 year = 1 <p>d) Test Engineer(s) / Technician(s),</p> <p>Experience in years as Test Technician /Artisan in the region on completed projects</p> <ul style="list-style-type: none"> • CV with Qualification + 5 years = 5 • CV with Qualification + 4 years = 4 • CV with Qualification + 3 years = 3 • CV with Qualification + 2 years = 2 • CV with Qualification + 1 year = 1 <p>e) Assistant Switchgear Technician.</p> <ul style="list-style-type: none"> • CV and qualifications = 2
2	Quality and Execution		
	<p>Project execution methodology Scoring:</p> <ul style="list-style-type: none"> • No response/ no document submitted-- 0% 	15	<p>Provide a detailed execution methodology for the project</p> <ul style="list-style-type: none"> • The important issues and approached in an innovative and efficient way. The bidder has good understanding of the requirement of the SOW. The methodology

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			<p>depict ways to execute the project within time and without negligence to safety</p> <p>= 15%</p> <ul style="list-style-type: none"> The technical approach and/or methodology is poor and unlikely to satisfy the project objectives or requirements. The tender has misunderstood certain aspects of the scope of work <p>= 5%</p> <ul style="list-style-type: none"> No response/ no document submitted- <p>= 0%</p>
2.1	c) Quality Planning, Quality assurance plan, Quality Control, cable handling plan	10	<p>Provide a plan on how to deal with Quality during the execution plan.</p> <p>Provide documentation of QC plan and Quality Assurance on 2 previous similar tasks.</p> <ul style="list-style-type: none"> No Plan = 0 Quality control for 2 completed projects = 5 Quality Assurance on 2 completed projects = 5 <p>Add all awarded points. A total of 10 can be awarded for this requirement</p>
2.2	Detailed Project Schedule or Work Breakdown Structure (WBS) with Lead Times	10	<p>Provide a detailed Project Schedule for the execution of this contract. This</p>

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			shall be done either with Microsoft Project or Gantt chart format. The project schedule must include all milestones. <ul style="list-style-type: none"> • Detailed WBS provided = 10 • Poor WBS provide = 5 • No WBS = 0
3	Minimum Safety Training required on Foskop		
3.1	a) MQA based Basic health & Safety, First Aid, Hira for all employees on the organogram	5	Provide valid certificate of the site team to be training In Basic health and Safety, First Aid, Hira <ul style="list-style-type: none"> • All relevant people are trained = 5 • No training records = 0
4	Training		
4.1	MV Cable joint/termination certificate Scoring:	5	Provide valid certificate <ul style="list-style-type: none"> • Certificate provided = 5 • No certificate = 0
4.2	MV Switchgear installation/Maintenance certificate	5	Provide valid certificate <ul style="list-style-type: none"> • Certificate provided = 5 • No certificate = 0

Respondents are to note that Foskop will round off final technical scores to the nearest 2 (two) decimal places for the purposes of determining whether the technical threshold has been met.

The minimum threshold for technical/functionality [Step Three] must be met or exceeded for a Respondent's Proposal to progress to Step Four for final evaluation

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5.4 STEP FOUR: Evaluation and Final Weighted Scoring

a) Price and TCO Criteria [Weighted score 90 points]:

Evaluation Criteria	RFP Reference
<ul style="list-style-type: none"> Commercial offer 	Section 4
<ul style="list-style-type: none"> Commercial discounts¹ Price adjustment conditions / factors Exchange rate exposure Disbursements 	Section 4

Foskor will utilise the following formula in its evaluation of Price:

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

Where:

P_s = Score for the Bid under consideration

P_t = Price of Bid under consideration

P_{min} = Price of lowest acceptable Bid

b) Broad-Based Black Economic Empowerment criteria [Weighted score 20 points]

- B-BBEE - current scorecard / B-BBEE Preference Points Claims Form
- Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Section 4.1 of the B-BBEE Preference Points Claim Form.

5.5 SUMMARY: Applicable Thresholds and Final Evaluated Weightings

¹ Only unconditional discounts will be taken into account during evaluation. A discount which has been offered conditionally will, despite not being taken into account for evaluation purposes, be implemented when payment is effected

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Thresholds	Minimum Threshold
Technical / functionality	70

Evaluation Criteria	Final Weighted Scores
Price and Total Cost of Ownership	80
BBBE-E Scorecard	20
TOTAL SCORE:	100

5.6 STEP FIVE: Post Tender Negotiations (if applicable)

- Respondents are to note that FOSKOR may not award a contract if the price offered is not market related. In this regard, FOSKOR reserves the right to engage in PTN with the view to achieving a market-related price or to cancel the tender. Negotiations will be done in a sequential manner i.e.:
 - first negotiate with the highest ranked bidder or cancel the bid, should such negotiations fail,
 - negotiate with the 2nd and 3rd ranked bidders (if required) in a sequential manner.
- In the event of any Respondent being notified of such short-listed/preferred bidder status, his/her bid, as well as any subsequent negotiated best and final offers (BAFO), will automatically be deemed to remain valid during the negotiation period and until the ultimate award of business.
- Should FOSKOR conduct post tender negotiations, Respondents will be requested to provide their best and final offers to FOSKOR based on such negotiations. Where a market related price has been achieved through negotiation, the contract will be awarded to the successful Respondent(s).

5.7 STEP SIX: Objective Criteria (if applicable)

FOSKOR reserves the right to award the business to the highest scoring bidder/s unless objective criteria justify the award to another bidder. The objective criteria FOSKOR may apply in this bid process include:

- Skills Transfer and Capacity Building for FOSKOR;
- Impact on FOSKOR's Return On Investment;
- Rotation of Suppliers to promote opportunities for other suppliers, by overlooking a supplier that has been awarded business repeatedly overtime in order to benefit other suppliers in the market.

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- the tenderer:
- is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- is not undergoing a process of being restricted by Foskor or other state institution that Foskor may be aware of,
- 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,
- has the legal capacity to enter into the contract
- 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
- is able, in the option of the employer to perform the contract free of conflicts of interest.

5.8 STEP SEVEN: Award of business and conclusion of contract

- Immediately after approval to award the contract has been received, the successful bidder(s) will be informed of the acceptance of his/their Bid by way of a Letter of Award. Thereafter the final contract will be concluded with the successful Respondent(s).
- A final contract will be concluded and entered into with the successful Bidder at the acceptance of a letter of award by the Respondent.

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SECTION 4: PRICING AND DELIVERY SCHEDULE

Item	Description	Unit	Qty	Unit Price	Total Price
1	Preliminaries & General				
1.1	Project mobilization and demobilization (Installation of warning signs, panel identifications and barricade as required by Foskor COP's, Site surveys and investigations, Permits and approvals (incl. SHE file), Temporary works and facilities, Training of personnel, PPE, Storage, etc	Task	1		
1.2	2.9.2 and 2.6.1 for Project management, supervision and administration. This is to include quality assurance and control	Task	1		
1.3	allow for Compliance Certificates - COC (testing and issueing of COC's)	task	1		
2	Design & Engineering				
2.1	Design and engineering to include switchgear layout drawings, single line diagram and switchgear protection study for the complete 22kV switchboard with BTU. Design to be signed off by the ECSA registered engineer/technologist and accepted by Foskor.	Task	1		
3	Manufacturer/Supply and delivery to site (This include busbars, fabrication, assembling, painting, finishing of panels and protection relays)				
3.1	Incomer (Vacuum Circuit Breakers with protection relays)	Task	1		
3.2	Transformer feeders	Task	2		
3.3	Overhead line feeder	Task	1		
3.4	Battery Tripping Unit	Task	1		
3.5	Cable termination	Task	8		

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4	Disconnect existing switchgear				
4.1	Decommission (Disconnect, strip and remove) currently installed switchgear at RWPS	Task	1		
5	Offloading and Installation				
5.1	Installation of switchgear panels and relays	Task	1		
5.2	Terminate cable to new switchgear	Task	1		
6	Testing and commissioning (this includes pre-commissioning tests, cold and hot commissioning tests and adjustments, training of personnel. documentation and handover of switchgear, relays, Control and protection systems				
6.1	Testing and commissioning of the switchgear assembly and the complete protection scheme with all the wiring between the switchgear assembly and the BTU.	Task	1		
7	Travel and Accommodations				
7.1	Travel and Accommodation for the full duration of the project including the labour cost during travel and all sundries	Task	1		
8	Contingency				
8.1	Contingency to be spent at the discretion of the Foskor Engineer	Sum	10%		
	TOTAL (Excl VAT)				R
	VAT			15%	
	TOTAL (Incl VAT)				R

Respondents are to note that Foskor will round off final pricing scores to the nearest 2 (two) decimal places.

Notes to Pricing:

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- a) Respondents are to note that if the price offered by the highest scoring bidder is not market-related, Foskor may not award the contract to that Respondent. Foskor may-
- (i) negotiate a market-related price with the Respondent scoring the highest points or cancel the RFP;
 - (ii) if that Respondent does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the second highest points or cancel the RFP;
 - (iii) if the Respondent scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the third highest points or cancel the RFP.
- a) If a market-related price is not agreed with the Respondent scoring the third highest points, Foskor must cancel the RFP.
- b) Prices must be quoted in South African Rand inclusive of VAT.
- c) Any disbursement not specifically priced for will not be considered/accepted by Foskor.
- d) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this pricing schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive.
- e) Please note that should you have offered a discounted price(s), Foskor will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.
- f) Respondents, if awarded the contract, are required to indicate that their prices quoted would be kept firm and fixed for the contract duration. [Not to be confused with bid validity period Section 2, clause 1]

YES	
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OR

- g) Respondents, if awarded the contract, are required to indicate that their prices quoted would be kept firm and fixed for a period of 12 months, subject thereafter to adjustment (i.e. after the initial period of 12 months), utilising the following price index/indices/adjustment formula. [Not to be confused with bid validity period Section 2, clause 1]

1. DISCLOSURE OF CONTRACT INFORMATION

Prices tendered

Respondents are to note that, on award of business, Foskor may be required to publish the tendered prices of the successful and unsuccessful Respondents *inter alia* on the National Treasury e-Tender Publication Portal, (www.etenders.gov.za), as required per National Treasury Instruction Note 01 of 2015/2016.

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Johannesburg Stock Exchange Debt Listing Requirements

Foskor may also be required to disclose information relating to the subsequent contract i.e. the name of the company, goods/services provided by the company, the value and duration of the contract, etc. in compliance with the Johannesburg Stock Exchange (JSE) Debt Listing Requirements.

Domestic Prominent Influential Persons (DPIP) OR Foreign Prominent Public Officials (FPPO)

Foskor is free to procure the services of any person within or outside the Republic of South Africa in accordance with applicable legislation. Foskor shall not conduct or conclude business transactions, with any Respondents without having:

- Considered relevant governance protocols;
- Determined the DPIP or FPPO status of that counterparty; and
- Conducted a risk assessment and due diligence to assess the potential risks that may be posed by the business relationship.

The below form contains personal information as defined in the Protection of Personal Information Act, 2013 (the "Act"). By completing the form, the signatory consents to the processing of her/his personal information in accordance with the requirements of the Act. Consent cannot unreasonably be withheld.						
Is the Respondent (Complete with a "Yes" or "No")						
A DPIP/FPPO		Closely Related to a DPIP/FPPO		Closely Associated to a DPIP/FPPO		
List all known business interests, in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement.						
No	Name of Entity / Business	Role in the Entity / Business (Nature of interest/ Participation)	Shareholding %	Registration Number	Status (Mark the applicable option with an X)	
					Active	Non-Active
1						
2						
3						

Respondent's Signature

Date and Company Stamp

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Respondents declaring a commercial relationship with a DPIP or FPPO are to note that Foskor is required to annually publish on its website a list of all business contracts entered into with DPIP or FPPO. This list will include successful Respondents, if applicable.

1.1 _____

2. TOTAL COST OF OWNERSHIP AND CONTINUOUS IMPROVEMENT INITIATIVES

2.1 Respondents shall indicate whether they would be committed, for the duration of any contract which may be awarded through this RFP process, to participate with Foskor in its continuous improvement initiatives to reduce the total cost of ownership [TCO], which will reduce the overall cost of transportation Goods/Services and related logistics provided by Foskor's operating divisions within South Africa to the ultimate benefit of all end-users.

Accepted:

YES	
-----	--

NO	
----	--

If "yes", please specify details in paragraph 6.2 below.

2.2 Respondents must briefly describe their commitment to TCO and continuous improvement initiatives and give examples of specific areas and strategies where cost reduction initiatives can be introduced. Specific areas and proposed potential savings percentages should be included. Additional information can be appended to the Respondent's Proposal if there is insufficient space available below.

3. RISK

Respondents must elaborate on the control measures put in place by their entity, which would mitigate the risk to Foskor pertaining to potential non-performance by the Respondent, in relation to:

3.1 Quality and specification of Goods/Services delivered:

3.2 Continuity of supply:

Respondent's Signature

Date and Company Stamp



RFP NUMBER: [FOSPHB-RFP-21-25/26]

3.3 Compliance with the Occupational Health and Safety Act, 85 of 1993:

SIGNED at _____ on this ____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____
Name _____

2 _____
Name _____

SIGNATURE OF RESPONDENT’S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Respondent’s Signature

Date and Company Stamp

SECTION 5: PROPOSAL FORM AND LIST OF RETURNABLE DOCUMENTS

I/We _____
 [name of entity, company, close corporation or partnership] of [full address]

carrying on business trading/operating as

represented by _____
 in my capacity as _____

being duly authorised thereto by a Resolution of the Board of Directors or Members or Certificate of Partners, dated _____ to enter into, sign execute and complete any documents relating to this proposal and any subsequent Agreement. The following list of persons are hereby authorised to negotiate on behalf of the abovementioned entity, should Foskor decide to enter into Post Tender Negotiations with highest ranked bidder(s).

FULL NAME(S)	CAPACITY	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I/We hereby offer to supply/provide the above-mentioned Goods/Services at the prices quoted in the schedule of prices in accordance with the terms set forth in the documents listed in the accompanying schedule of RFP documents.

I/We agree to be bound by those conditions in Foskor's:

- (i) Master Agreement / Foskor Standard Terms and Conditions (which may be subject to amendment at Foskor's discretion if applicable);
- (ii) General Bid Conditions; and
- (iii) any other standard or special conditions mentioned and/or embodied in this Request for Proposal.

 Respondent's Signature

 Date and Company Stamp

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I/We accept that unless FOSKOR should otherwise decide and so inform me/us in the letter of award, this Proposal [and, if any, its covering letter and any subsequent exchange of correspondence], together with FOSKOR's acceptance thereof shall constitute a binding contract between FOSKOR and me/us.

Should FOSKOR decide that a formal contract should be signed and so inform me/us in a letter of award [the **Letter of Award**], this Proposal [and, if any, its covering letter and any subsequent exchange of correspondence] together with FOSKOR's Letter of Award, shall constitute a binding contract between FOSKOR and me/us until the formal contract is signed.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Proposal, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the supply/provision of Goods/Services within 2 [two] weeks thereafter, FOSKOR may, without prejudice to any other legal remedy which it may have, recover from me/us any expense to which it may have been put in calling for Proposals afresh and/or having to accept any less favourable Proposal.

Furthermore, I/we agree to a penalty clause/s which will allow FOSKOR to invoke a penalty against us for non-compliance with material terms of this RFP including the delayed delivery of the Goods/Services due to non-performance by ourselves, etc.

I/we agree that non-compliance with any of the material terms of this RFP, including those mentioned above, will constitute a material breach of contract and provide FOSKOR with cause for cancellation.

ADDRESS FOR NOTICES

The law of the Republic of South Africa shall govern any contract created by the acceptance of this RFP. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent hereunder, at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. Foreign Respondents shall, therefore, state hereunder the name of their authorised representative in the Republic of South Africa who has the power of attorney to sign any contract which may have to be entered into in the event of their Proposal being accepted and to act on their behalf in all matters relating to such contract.

Respondent to indicate the details of its *domicilium citandi et executandi* hereunder:

Name of Entity: _____

Facsimile: _____

Address: _____

NOTIFICATION OF AWARD OF RFP

As soon as possible after approval to award the contract(s), the successful Respondent [the **Supplier/Service provider**] will be informed of the acceptance of its Proposal. FOSKOR will also publish the outcome of the tender, including successful and unsuccessful bidders, in the National

Respondent's Signature

Date and Company Stamp



RFP NUMBER: [FOSPHB-RFP-21-25/26]

Treasury e-tender portal, CIDB i-tender portal (where applicable) and the Foskor website. Any unsuccessful bidder has a right to request reasons for the bid not to be successful and Foskor has a duty to provide those reasons on receipt of the request from the bidder.

VALIDITY PERIOD

Foskor requires a validity period of 180 Business Days [from closing date] against this RFP, excluding the first day and including the last day.

NAME(S) AND ADDRESS / ADDRESSES OF DIRECTOR(S) OR MEMBER(S)

The Respondent must disclose hereunder the full name(s) and address(s) of the director(s) or members of the company or close corporation [C.C.] on whose behalf the RFP is submitted.

(i) Registration number of company / C.C. _____

(ii) Registered name of company / C.C. _____

(iii) Full name(s) of director/member(s) Address/Addresses ID Number(s)

RETURNABLE DOCUMENTS

Returnable Documents means all the documents, Sections and Annexures, as listed in the tables below. There are three types of returnable documents as indicated below and Respondents are urged to ensure that these documents are returned with their bids based on the consequences of non-submission as indicated below:

Mandatory Returnable Documents	<i>Failure to provide all these Mandatory Returnable Documents at the Closing Date and time of this RFP <u>will</u> result in a Respondent's disqualification.</i>
Returnable Documents Used for Scoring	<i>Failure to provide all Returnable Documents used for purposes of scoring a bid, by the closing date and time of this bid will not result in a Respondent's disqualification. However, Bidders will receive an automatic score of zero for the applicable evaluation criterion.</i>
Essential Returnable Documents	<i>Failure to provide essential Returnable Documents <u>will</u> result in Foskor affording Respondents a further opportunity to submit by a set deadline. Should a Respondent thereafter fail to submit the requested documents, this may result in a Respondent's disqualification.</i>

All Returnable Sections, as indicated in the header and footer of the relevant pages, must be signed, stamped and dated by the Respondent.

Respondent's Signature

Date and Company Stamp

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	REQUEST FOR PROPOSAL [RFP]	Form No: Foskor PROC 017 Revision No: 01 Effective Date: August 2024
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a) Mandatory Returnable Documents

Respondents are required to submit with their bid submissions the following **Mandatory Returnable Documents**, and also to confirm submission of these documents by so indicating [Yes or No] in the tables below:

MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
SECTION 4 : Pricing and Delivery Schedule	

b) Returnable Documents Used for Scoring

In addition to the requirements of section (a) above, Respondents are further required to submit with their Proposals the following **Returnable Documents Used for Scoring** and also to confirm submission of these documents by so indicating [Yes or No] in the table below:

RETURNABLE DOCUMENTS USED FOR SCORING	SUBMITTED [Yes or No]
Valid proof of Respondent's compliance to B-BBEE requirements stipulated in Section 9 of this RFP	

c) Essential Returnable Documents:

Over and the above the requirements of section (a) and (b) mentioned above, Respondents are further required to submit with their Proposals the following **Essential Returnable Documents** and also to confirm submission of these documents by so indicating [Yes or No] in the table below:

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
Latest Financial Statements signed by your Accounting Officer or latest Audited Financial Statements plus 2 previous years	
SECTION 1: SBD1 FORM	
SECTION 5 : Proposal Form and List of Returnable documents	
SECTION 6 : Certificate Of Acquaintance with RFP, Terms & Conditions & Applicable Documents	
SECTION 7 : RFP Declaration and Breach of Law Form	
SECTION 9: B-BBEE Preference Points claim form	
SECTION 10 : Certificate of attendance of compulsory / non-compulsory Site Meeting / RFP Briefing	
SECTION : Protection of Personal Information	
CSD Registration report	

Respondent's Signature

Date and Company Stamp

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

The successful Respondent will be required to ensure the validity of all returnable documents, including but not limited to its valid proof of B-BBEE status, for the duration of any contract emanating from this RFP. Should the Respondent be awarded the contract [the Agreement] and fail to present Foskop with such renewals as and when they become due, Foskop shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement immediately without any liability and without prejudice to any claims which Foskop may have for damages against the Respondent.

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Respondent's Signature

Date and Company Stamp

SECTION 6: CERTIFICATE OF ACQUAINTANCE WITH RFP, MASTER AGREEMENT/FOSKOR STANDARD TERMS AND CONDITIONS & APPLICABLE DOCUMENTS

By signing this certificate the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with and agrees with all the conditions governing this RFP. This includes those terms and conditions contained in any printed form stated to form part hereof, including but not limited to the documents stated below. As such, Foskor SOC Ltd will recognise no claim for relief based on an allegation that the Respondent overlooked any such term or condition or failed properly to take it into account for the purpose of calculating tendered prices or any other purpose:

1	Foskor's General Bid Conditions
2	Foskor Standard Terms and Conditions
3	Foskor's Supplier Integrity Pact
4	Non-disclosure Agreement

Note: Should a Respondent be successful and awarded the bid, they will be required to complete a Supplier Declaration Form for registration as a vendor onto the Foskor vendor master database.

Should the Bidder find any terms or conditions stipulated in any of the relevant documents quoted in the RFP unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Bid. Any such submission shall be subject to review by Foskor's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be. A material deviation from any term or condition may result in disqualification.

Respondent's Signature

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RFP NUMBER: [FOSPHB-RFP-21-25/26]

Bidders accept that an obligation rests on them to clarify any uncertainties regarding any bid to which they intend to respond on, before submitting the bid. **The Bidder agrees that he/she will have no claim or cause of action based on an allegation that any aspect of this RFP was unclear but in respect of which he/she failed to obtain clarity.**

The bidder understands that his/her Bid will be disqualified if the Certificate of Acquaintance with RFP documents included in the RFP as a returnable document, is found not to be true and complete in every respect.

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____
Name _____

2 _____
Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Respondent's Signature

Date and Company Stamp

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REQUEST FOR PROPOSAL [RFP]

Form No: Foskor PROC 017
Revision No: 01
Effective Date: August 2024

SECTION 7: RFP DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

1. FOSKOR has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFP Clarification purposes;
2. We have received all information we deemed necessary for the completion of this Request for Proposal [RFP];
3. We have been provided with sufficient access to the existing FOSKOR facilities/sites and any and all relevant information relevant to the Goods/Services as well as FOSKOR information and Employees and have had sufficient time in which to conduct and perform a thorough due diligence of FOSKOR's operations and business requirements and assets used by FOSKOR. FOSKOR will therefore not consider or permit any pre- or post-contract verification or any related adjustment to pricing, service levels or any other provisions/conditions based on any incorrect assumptions made by the Respondent in arriving at his Bid Price;
4. At no stage have we received additional information relating to the subject matter of this RFP from FOSKOR sources, other than information formally received from the designated FOSKOR contact(s) as nominated in the RFP documents;
5. We are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by FOSKOR in issuing this RFP and the requirements requested from Bidders in responding to this RFP have been conducted in a fair and transparent manner;

Respondent's Signature

Date and Company Stamp

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	<h1>REQUEST FOR PROPOSAL</h1> <h2>[RFP]</h2>	Form No: FOSKOR PROC 017 Revision No: 01 Effective Date: August 2024
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6. We have complied with all obligations of the Bidder/Supplier as indicated in the Foskor Supplier Integrity which includes but are not limited to ensuring that we take all measures necessary to prevent corrupt practices, unfairness and illegal activities in order to secure or in furtherance to secure a contract with Foskor;
7. We declare that a family, business and/or social relationship **exists / does not exist** [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of the Foskor Group including any person who may be involved in the evaluation and/or adjudication of this Bid;
8. We declare that an owner / member / director / partner / shareholder of our entity **is / is not** [delete as applicable] an employee or board member of Foskor;
9. In addition, we declare that an owner / member / director / partner / shareholder/employee of our entity **has / has not been** [delete as applicable] a former employee or board member of Foskor in the past 10 years. I further declare that if they were a former employee or board member of Foskor in the past 10 years that they **were/were not** involved in the bid preparation or had access to the information related to this RFP; and
10. If such a relationship as indicated in paragraph 7, 8 and/or 9 exists, the Respondent is to complete the following section:

FULL NAME OF OWNER/MEMBER/DIRECTOR/
PARTNER/SHAREHOLDER/EMPLOYEE:

ADDRESS:

Indicate nature of relationship with Foskor:

[Failure to furnish complete and accurate information in this regard will lead to the disqualification of a response and may preclude a Respondent from doing future business with Foskor. Information provided in the declarations may be used by Foskor and/or its affiliates to verify the correctness of the information provided]

11. We declare, to the extent that we are aware or become aware of any relationship between ourselves and Foskor [other than any existing and appropriate business relationship with Foskor] which could unfairly advantage our entity in the forthcoming adjudication process, we shall notify Foskor immediately in writing of such circumstances.

BIDDER'S DISCLOSURE (SBD4)

12 PURPOSE OF THE FORM

Respondent's Signature

Date and Company Stamp

12.1 Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

12.2 Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

13 Bidder's declaration

13.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest² in the enterprise, employed by the state?

YES/NO

13.1.1. If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

13.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES/NO

² the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

Respondent's Signature

Date and Company Stamp

13.2.1. If so, furnish particulars:

.....

13.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

13.3.16. If so, furnish particulars:

.....

14 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

14.1 I have read and I understand the contents of this disclosure;

14.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

14.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

14.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

14.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ 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.

Respondent's Signature

Date and Company Stamp

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14.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

14.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids 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 No 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 ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 12, 13 and 14 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

BREACH OF LAW

We further hereby certify that I/we (the bidding entity and/or any of its directors, members or partners) **have/have not been** [delete as applicable] found guilty during the preceding 5 [five] years of a serious breach of law, including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal or other administrative body. The type of breach that the Respondent is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences. This includes the imposition of an administrative fine or penalty.

Where found guilty of such a serious breach, please disclose:

NATURE OF BREACH:

DATE OF BREACH: _____

Furthermore, I/we acknowledge that Foskor SOC Ltd reserves the right to exclude any Respondent from the bidding process, should that person or entity have been found guilty of a serious breach of law, tribunal or regulatory obligation.

Respondent's Signature

Date and Company Stamp



RFP NUMBER: [FOSPHB-RFP-21-25/26]

SIGNED at _____ on this _____ day of _____ 20__

Signed on behalf of _____	WITNESS:
Authorised hereto:	
Position:	Position:
Signature:	Signature:
	Registration No of Company/CC
	Registration Name of Company/CC

Respondent's Signature

Date and Company Stamp



RFP NUMBER: [FOSPHB-RFP-21-25/26]

SECTION 8: RFP CLARIFICATION REQUEST FORM

RFP No: FOSPHB-RFP-21-25/26
RFP deadline for questions / RFP Clarifications: Before 12:00 pm on 25TH OF June 2025

TO: Foskor (Pty) Ltd
ATTENTION: Clayton Losper
EMAIL: claytonl@foskor.co.za
DATE: _____
FROM: _____

RFP Clarification No [to be inserted by Foskor]

REQUEST FOR RFP CLARIFICATION

Respondent's Signature

Date and Company Stamp

SECTION 9: B-BBEE PREFERENCE POINTS CLAIM FORM

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for Broad-Based Black Economic Empowerment [B-BBEE] Status Level of Contribution.

Foskor will award preference points to companies who provide valid proof of their B-BBEE status using either the latest version of the generic Codes of Good Practice or Sector Specific Codes (if applicable).

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value below R50 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to be below R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable. Despite the stipulated preference point system, Foskor shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

Respondent's Signature

Date and Company Stamp

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **“functionality”** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (h) **“Price”** includes all applicable taxes less all unconditional discounts.
- (i) **“Proof of B-BBEE Status Level of Contributor”**
 - i) the B-BBEE status level certificate issued by an authorised body or person;
 - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
 - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **“QSE”** means a Qualifying Small Enterprise as defined by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **“Rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.

3. POINTS AWARDED FOR PRICE

3.1 THE 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis:
80/20

Where

Ps = Points scored for comparative price of bid under consideration
Pt = Comparative price of bid under consideration
Pmin = Comparative price of lowest acceptable bid

Respondent's Signature

Date and Company Stamp

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	19
3	16
4	15
5	14
6	13
7	12
8	11
Non-compliant contributor	0

- 4.2 The table below indicates the required proof of B-BBEE status depending on the category of enterprises:

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	Certificate issued by SANAS accredited verification agency Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp .]
EME ⁴	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

⁴ In terms of the Implementation Guide: Preferential Procurement Regulations, 2017, Version 2, paragraph 11.11 provides that in the Transport Sector, EMEs can provide a letter from accounting officer or get verified and be issued with a B-BBEE certificate by SANAS accredited professional or agency as the Transport Sector Code has not been aligned to the generic Codes. EMEs in the Transport Sector are not allowed to provide a sworn affidavit as the generic codes are not applicable to them.

Respondent's Signature

Date and Company Stamp

- 4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.
- 4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.
- 4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 4.6 A person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 4.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 6.1

- 6.1 B-BBEE Status Level of Contribution: . = Level 1 (maximum of 20 points)
- (Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be subcontracted?

(Tick applicable box)

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

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE.

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

(Tick applicable box)

Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

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Designated Group: An EME or QSE which is at last 51% owned by:	EME ✓	QSE ✓
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole proprietor
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional Supplier
- Other Supplier, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

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- 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 paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor, local production and content, or any other matter required in terms of the Preferential Procurement Regulations, 2017 which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have
 - (a) disqualify the person from the bidding 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) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Foskop reserves the right to penalise the bidder up to 10 percent of the value of the contract;
 - (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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
 - (f) forward the matter for criminal prosecution.

<p style="text-align: center;">WITNESSES</p> <p>.....</p> <p>.....</p>	<p style="text-align: center;">.....</p> <p style="text-align: center;">SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>.....</p> <p>ADDRESS:</p> <p>.....</p>
--	---

Respondent's Signature

Date and Company Stamp

SECTION 10: JOB-CREATION SCHEDULE

(Please ensure that you return this schedule with your bid submission)

The Government has identified State Owned Enterprises sourcing activities as a key enabler to achieve the National Development Plan (NDP) objective of reducing unemployment from the current baseline of 28% to 6%. In order to give effect to these job creation objectives, Respondents are required to provide the following undertaking of new jobs that will be created (either by them or by their subcontractors) should they be awarded this bid.

Note that this undertaking is not required if a NIPP obligation is applicable to a Respondent's bid as indicated in Section . **Respondents are required to indicate below whether the NIPP obligation is applicable to their bid:**

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

(a) Please indicate total number of new jobs that will be created over the term of the contract:

Total number and value of new jobs created	Total number of new jobs	Total rand value of new jobs created

(b) Of the total number of new jobs created, please indicate the number and value of new jobs to be created for the following designated groups:

	Total number of new jobs	Total rand value of new jobs
Black men		
Black women		
Black Youth		
Black people living in rural or underdeveloped areas or townships		
Black People with Disabilities		

(c) Of the total number of new jobs created, please indicate the number of skilled, semi-skilled and unskilled new jobs that will be created over the term of the contract:

	Total number of Skilled jobs	Total number of Semi-skilled jobs	Total number of Unskilled jobs
Black men			

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Black women			
Black Youth			
Black people living in rural or underdeveloped areas or townships			
Black People with Disabilities			
Other			

(d) Please indicate the number of new jobs to be created, broken down per quarter over the term of the contract

Year 1	Q1	Q2	Q3	Q4
Total number of new jobs				
Number of new jobs for Black men				
Number of new jobs for black women				
Number of new jobs for black youth				
Number of new jobs for black people living in rural or underdeveloped areas or townships				
Number of new jobs for black People with Disabilities				
Number of new jobs for other categories				
Number of new skilled jobs				
Number of new semi-skilled jobs				
Number of new unskilled jobs				

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SECTION 11: SBD 5

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation Programme (NIPP), which is applicable to all government procurement contracts that have imported content, became effective on 1 September 1996. The NIP policy and guidelines were fully endorsed by the Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIPP requirements. NIPP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1. PILLARS OF THE PROGRAMME

- 1.1 The NIPP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$5 million or other currency equivalent to US\$5 million will have a NIP obligation. This threshold of US\$5 million can be reached as follows:
 - (a) Any single contract with imported content exceeding US\$5 million.
 - or
 - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$5 million.
 - or
 - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$5 million.
 - or
 - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$5 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30% of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIPP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIPP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.
- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

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2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3. BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)


- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with their bid documentation at the closing date and time of the bid.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIPP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:
 - Bid number;
 - Description of the goods or services;
 - Date on which the contract was awarded;
 - Name, address and contact details of the contractor;
 - Value of the contract; and
 - Imported content of the contract, if possible.
- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4. PROCESS TO SATISFY THE NIPP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
 - a. the contractor and the DTIC will determine the NIPP obligation;
 - b. the contractor and the DTI will sign the NIPP obligation agreement;
 - c. the contractor will submit a performance guarantee to the DTI;
 - d. the contractor will submit a business concept for consideration and approval by the DTI;

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- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIPP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number	Closing date:
Name of bidder.....	
Postal address	
.....	
Signature.....	Name (in print).....
Date.....	

Respondent's Signature

Date and Company Stamp

SECTION 12: PROTECTION OF PERSONAL INFORMATION

1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No.4 of 2013.(“POPIA”):

consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
2. Foskop will process all information by the Respondent in terms of the requirements contemplated in Section 4(1) of the POPIA:

Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this RFP, the Responsible party is “Foskop” and the Data subject is the “Respondent”. Foskop will process personal information only with the knowledge and authorisation of the Respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
4. Foskop reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this RFP and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Foskop.
5. In responding to this bid, Foskop acknowledges that it will obtain and have access to personal information of the Respondent. Foskop agrees that it shall only process the information disclosed by Respondent in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.
6. Foskop further agrees that in submitting any information or documentation requested in this RFP, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Foskop and/or its authorised appointed third parties.
7. Furthermore, Foskop will not otherwise modify, amend or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, Foskop requires the Respondent to process any personal information disclosed by Foskop in the bidding process in the same manner.
8. Foskop shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to this RFP (physically, through a computer or any other form of electronic communication).

Respondent's Signature

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9. Foskop shall notify the Respondent in writing of any unauthorised access to information, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Respondent must take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible.
10. The Respondent may, in writing, request Foskop to confirm and/or make available any personal information in its possession in relation to the Respondent and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA. The Respondent may further request that Foskop correct (excluding critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to the processing of any personal information relating to the Respondent in Foskop's possession in terms of the provision of the POPIA and utilising Form 2 of the POPIA Regulations.
11. In submitting any information or documentation requested in this RFP, the Respondent is hereby consenting to the processing of their personal information for the purpose of this RFP and further confirming that they are aware of their rights in terms of Section 5 of POPIA

Respondents are required to provide consent below:

YES		NO	
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12. Further, the Respondent declares that they have obtained all consents pertaining to other data subject's personal information included in its submission and thereby indemnifying Foskop against any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that the Respondent submitted.
13. The Respondent declares that the personal information submitted for the purpose of this RFP is complete, accurate, not misleading, is up to date and may be updated where applicable.

Signature of Respondent's authorised representative: _____

Should a Respondent have any complaints or objections to processing of its personal information, by Foskop, the Respondent can submit a complaint to the Information Regulator on <https://www.justice.gov.za/inforeg/>, click on contact us, click on complaints.IR@justice.gov.za

Respondent's Signature

Date and Company Stamp