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| TENDER DOCUMENT GOODS AND SERVICES | |  CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD | |
| SUPPLY CHAIN MANAGEMENT | | | |
| SCM - 542 | Approved by Branch Manager: 03/04/2020 | | |
| | | Version: 9.1 | Page 1 of 149 |

TENDER NO: 57G/2023/24

TENDER DESCRIPTION: MANUFACTURE, TESTING, SUPPLY AND DELIVERY OF 12KV POLE-MOUNTED AUTO-RE ClosERS

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

VOLUME 1: TENDERING PROCEDURES

CLOSING DATE: 26 October 2023

CLOSING TIME: 10:00 a.m.

TENDER BOX
NUMBER: 138

TENDER FEE: R200-00

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

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

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

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

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VOLUME 1: THE TENDER (1) GENERAL TENDER INFORMATION

- TENDER ADVERTISED** : **22 September 2023**
- CLARIFICATION MEETING** : 10h00 on Tuesday, 3 October 2023
(Not compulsory, but strongly recommended)
- VENUE FOR CLARIFICATION MEETING** : Via Skype.
<https://meet.capetown.gov.za/gideonjohannes.vanzyl/35TCFG3V>
 Join by phone
 +27214447999 (Civic) English (United States)
 +27214003499 (Civic) English (United States)
 Conference ID: 50590188
- TENDER BOX & ADDRESS** : **Tender Box as per front cover** at the **Tender & Quotation Boxes Office**, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.
- : The Tender Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the endorsement **“TENDER NO: 57G/2023/24 -MANUFACTURE, TESTING, SUPPLY AND DELIVERY OF 12KV POLE-MOUNTED AUTO-RECLOSERS”**, the tender box No. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time.
- If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. It remains the tenderer's responsibility to ensure that the tender is placed in either the original box or as alternatively instructed.
- CCT TENDER REPRESENTATIVES:**
- All communication through SCM** Lynne du Preez
 Email: Lynne.DuPreez@capetown.gov.za
- CC the Technical contact in as well for technical questions:**
 Gideon van Zyl
 Email: gideon.vanzyl@capetown.gov.za

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

(2) CONDITIONS OF TENDER

2.1 General

2.1.1 Actions

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

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

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

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

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

2.1.2 Interpretation

2.1.2.1 The additional requirements contained in the returnable documents are part of these Conditions of Tender.

2.1.2.2 These Conditions of Tender and returnable schedules which are required for tender evaluation purposes, shall form part of the contract arising from the invitation to tender.

2.1.3 Communication during tender process

Verbal or any other form of communication, from the CCT, its employees, agents or advisors during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the CCT, unless communicated by the CCT in writing to suppliers by its Director: Supply Chain Management or his nominee.

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

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

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

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

2.1.5 Procurement procedures

2.1.5.1 General

Unless otherwise stated in the tender conditions, a contract will be concluded with the tenderer who scores the highest number of tender adjudication points.

The CCT intends to appoint two tenderers for each item, (the highest ranked tenderer (the “Main Contractor”)) and in addition an “Alternative Contractor”, (where possible offering goods from an alternative manufacturer) for the allocation of work. If insufficient responsive bids are received, the CCT reserves the right to appoint fewer tenderers, or not to appoint any tenderers at all.

Purchase Orders will in the first instance be placed by the CCT with the Main Contractor.

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

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

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

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

The contract period shall be for a period **not exceeding 36 months** from the commencement date of the contract.

2.1.5.2 Proposal procedure using the two stage-system

A two-stage system will not be followed.

2.1.5.2.1 Tenderers shall submit in the first stage only technical proposals. The CCT shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

2.1.5.2.2 The CCT shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender conditions, and award the contract in terms of these Conditions of Tender.

2.1.5.3 Nomination of Standby Bidder

Standby Bidder means a bidder, identified at the time of awarding a bid, that will be considered for award should the contract be terminated for any reason whatsoever. In the event that a contract is terminated during the execution thereof, the CCT may consider the award of the contract, or non-award, to the Standby Bidder in terms of the procedures included in its SCM Policy.

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

2.1.6.1 Disputes, objections, complaints and queries

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

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

2.1.6.2 Appeals

- a) In terms of Section 62 of the Local Government: Municipal Systems Act, 32 of 2000 a person whose rights are affected by a decision taken by the City, may appeal against that decision by giving written notice of the appeal and reasons to the City Manager within 21 days of the date of the notification of the decision.
- b) An appeal must contain the following:
 - i. Must be in writing
 - ii. It must set out the reasons for the appeal
 - iii. It must state in which way the Appellant's rights were affected by the decision;
 - iv. It must state the remedy sought; and
 - v. It must be accompanied with a copy of the notification advising the person of the decision
- c) The relevant City appeal authority must consider the appeal and **may confirm, vary or revoke** the decision that has been appealed, but no such revocation of a decision may detract from any rights that may have accrued as a result of the decision.

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

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

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

The City Manager - C/o the Manager: Legal Compliance Unit, Legal Services Department, Corporate Services Directorate

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

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

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

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

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

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

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

Via email at: Access2info.Act@capetown.gov.za

2.1.6.6 Compliance to the City's Appeals Policy.

In terms of the City's Appeals Policy, a fixed upfront administration fee will be charged. In addition, a surcharge may be imposed for vexatious tender related appeals.

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

Should the payment of the administration fee of R300.00 not be received, such fee will be added as a Sundry Tariff to your municipal account.

In the event where you do not have a Municipal account with the City, the fee may be recovered in terms of the City's Credit Control and Debt Collection By-law, 2006 (as amended) and its Credit Control and Debt Collection Policy."

2.1.7 City of Cape Town Supplier Database Registration

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

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

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

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

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

Tenderers who wish to register on the National Treasury Web Based Central Supplier Database (CSD) may do so via the web address **<https://secure.csd.gov.za>**.

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

2.1.9 POPIA

The City of Cape Town (City) respects the privacy rights of all persons who participate in the City's procurement procedures. All personal information of the bidder will be processed in accordance to the Protection of Personal Information Act 4 of 2013 (POPIA). Personal information of bidders will only be processed for purposes of tendering procedures and the associated processing operations, or, for any other legitimate purpose relating to City functions.

Personal information of the bidder, City and their employees will only be processed for purposes of executing the obligations of the contract and the associated processing operations, or, for any other legitimate purpose relating to City and/or service provider functions.

All matters will be treated as confidential and in connection with the tender. You may use and copy the documents issued by the CCT only for the purpose of preparing and submitting a tender offer in response to the invitation.

By submitting a tender to the City of Cape Town, (and by concluding any ensuing related agreement with the City of Cape Town, if applicable), the Tenderer thereby acknowledges and unconditionally agrees:

- 2.1.9.1 that the tenderer has been informed of the purpose of the collection and processing of its personal information as defined in the Protection of Personal Information Act of 2013 ("POPIA"), which, for the avoidance of doubt is for, and in relation to, the tender process and the negotiation, conclusion, performance and enforcement of the ensuing agreement, if applicable, as well as for the City of Cape Town's reporting purposes;
- 2.1.9.2 to the collection and processing of the tenderer's personal information by the City of Cape Town and agrees to make available to the City of Cape Town, all information reasonably required by the City of Cape Town for the above purposes;
- 2.1.9.3 that the personal information the City of Cape Town collects from the tenderer or about the tenderer may be further processed for other activities and/or purposes which are lawful, reasonable, relevant and not excessive in relation to the purposes set out above, for which it was originally collected;
- 2.1.9.4 that the tenderer indemnifies the City of Cape Town and its officials, employees, and directors and undertakes to keep the City of Cape Town and its officials, employees, and directors indemnified in respect of any claim, loss, demands, liability, costs and expenses of whatsoever nature which may be made against the City of Cape Town (including the costs incurred in defending or contesting any such claim) in relation to the tenderer or the tenderer's employees', representatives' and/or sub-contractors' non-compliance with POPIA and/or the City of Cape Town's failure to obtain the tenderer's consent or to notify the tenderer of the reason for the processing of the tenderer's personal information;

- 2.1.9.5 to the disclosure of the tenderer's personal information by the City of Cape Town to any third party, where the City of Cape Town has a legal or contractual obligation to disclose such personal information to the third party (or a legitimate interest exists therein);
- 2.1.9.6 that, under POPIA, the tenderer may request to access, confirm, request the correction, destruction, or deletion of, or request a description of, personal information held by the City of Cape Town in relation to you, subject to applicable law; and
- 2.1.9.7 that, under POPIA, subject to applicable law the tenderer also has the right to be notified of a personal information breach and the right to object to, or restrict, the City of Cape Town's processing of its personal information.

2.2 Tenderer's obligations

2.2.1 Eligibility Criteria

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

2.2.1.1.1 Submit a tender offer

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

2.2.1.1.2 Compliance with requirements of CCT SCM Policy and procedures

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

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

2.2.1.1.3 Compulsory clarification meeting

Not Applicable

2.2.1.1.4 Minimum score for functionality

Not Applicable

2.2.1.1.7 Provision of samples

Not Applicable

2.2.2 Cost of tendering

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

2.2.3 Check documents

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

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

2.2.4 Confidentiality and copyright of documents

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

2.2.5 Reference documents

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

2.2.6 Acknowledge and comply with notices

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

2.2.7 Clarification meeting

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

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

2.2.8 Seek clarification

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

2.2.9 Pricing the tender offer

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

2.2.10 Alterations to documents

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

2.2.11 Alternative tender offers

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

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

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

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

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

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

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

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

2.2.12 Submitting a tender offer

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

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

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

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

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

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

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

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

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

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

2.2.12.9 By signing the offer part of the Form of Offer (**Volume 2, Part 4**) the tenderer warrants that all information provided in the tender submission is true and correct.

2.2.12.10 Tenders must be properly received and deposited in the designated tender box (as detailed on the front page of this tender document) on or before the closing date and before the closing time, in the relevant

tender box at the Tender & Quotation Boxes Office situated on the 2nd floor, Concourse Level, Civic Centre, 12 Hertzog Boulevard, Cape Town. If the tender submission is too large to fit in the allocated box, please enquire at the public counter for assistance.

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

2.2.13 Information and data to be completed in all respects

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

2.2.14 Closing time

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

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

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

2.2.15 Tender offer validity and withdrawal of tenders

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

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

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

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

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

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

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

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

2.2.17 Provide other material

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

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

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

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

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

2.2.18 Samples, Inspections, tests and analysis

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

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

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

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

2.2.19 Certificates

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

2.2.19.1 Broad-Based Black Economic Empowerment Status Level Documentation

In order to qualify for preference points for HDI and/or Specific Goals, it is the responsibility of the tenderer to submit documentary proof, as either certificates, sworn affidavits or any other requirement prescribed in terms of the B-BBEE Act or any other legislation relevant for the points claimed for that specific goal.

Tenderers are further referred to the content of the Preference Schedule for the full terms and conditions applicable to the awarding of preference points.

2.2.19.2 Evidence of tax compliance

Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant subject to the requirements of clause 2.2.1.1.2.h. In this regard, it is the responsibility of the Tenderer to submit evidence in the form of a valid Tax Compliance Status PIN number issued by SARS to the CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town

(Tel: 021 400 9242/3/4/5), or included with this tender. The tenderer must also provide its Tax Compliance Status PIN number on the **Details of Tenderer** pages of the tender submission.

Each party to a Consortium/Joint Venture shall submit a separate Tax Compliance Status PIN number.

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

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

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

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

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

2.2.21 Claims arising from submission of tender

The tenderer warrants that it has:

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

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

2.3 The CCT's undertakings

2.3.1 Respond to requests from the tenderer

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

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

2.3.2 Issue Notices

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

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

2.3.3 Opening of tender submissions

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

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

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

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

2.3.4 Two-envelope system

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

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

2.3.5 Non-disclosure

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

2.3.6 Grounds for rejection and disqualification

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

2.3.7 Test for responsiveness

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

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

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

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

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

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

2.3.8 Arithmetical errors, omissions and discrepancies

2.3.8.1 Check the responsive tenders for:

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

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

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

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

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

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

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

2.3.9 Clarification of a tender offer

The CCT may, after the closing date, request additional information or clarification from tenderers, in writing on any matter affecting the evaluation of the tender offer or that could give rise to ambiguity in a contract arising

from the tender offer, which written request and related response shall not change or affect their competitive position or the substance of their offer. Such request may only be made in writing by the Director: Supply Chain Management using any means as appropriate.

2.3.10 Evaluation of tender offers

2.3.10.1 General

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

2.3.10.1.2 Not Applicable

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

2.3.10.2 Decimal places

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

2.3.10.3 Scoring of tenders (price and preference)

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

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

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

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

2.3.10.3.4 Applicable formula:

The 80/20 price/preference points system will be applied to the evaluation of responsive tenders above R200'000 and up to a Rand value of R50'000'000 (all applicable taxes included), whereby the order(s) will be placed with the tenderer(s) scoring the highest total number of adjudication points per item.

Price shall be scored as follows:

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

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

Preference points shall be based on the Specific Goal as per below in Table B1:

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

Table B1: Awards above R200 000 and up to R50 mil (VAT Inclusive)

| # | Specific goals allocated points | Preference Points (80/20) | Evidence | Additional guidance |
|--|--|---------------------------|---|--|
| Persons, or categories of persons, historically disadvantaged (HDI) by unfair discrimination on the basis of: | | | | |
| 1 | Gender are women (ownership)* >75% - 100% women ownership: 5 points >50% - 75% women ownership: 4 points >25% - 50% women ownership: 3 points >0% - 25% women ownership: 2 point 0% women ownership = 0 points | 5 | Company Registration Certification Central Supplier Database report | Issued by the Companies and Intellectual Property Commission Report name: CSD Registration report |
| 2 | Race are black persons (ownership)* >75% - 100% black ownership: 5 points >50% - 75% black ownership: 4 points >25% - 50% black ownership: 3 points >0% - 25% black ownership: 2 point 0% black ownership = 0 points | 5 | B-BBEE certificate; Company Registration Certification Central Supplier Database report | South African National Accreditation System approved certificate or commissioned sworn affidavit Issued by the Companies and Intellectual Property Commission Report name: CSD Registration report |
| 3 | Disability are disabled persons (ownership)* WHO disability guideline >2% ownership: 3 points >0% - 2% ownership: 1.5 point 0% ownership = 0 points | 3 | Proof of disability Company Registration Certification | Medical certificate/ South African Revenue Services disability registration Issued by the Companies and Intellectual Property Commission |
| Reconstruction and Development Programme (RDP) as published in Government Gazette: | | | | |
| 4 | Promotion of Micro and Small Enterprises Micro with a turnover up to R20 million and Small with a turnover up to R80 million as per National Small Enterprise Act, 1996 (Act No.102 of 1996) SME partnership, sub-contracting, joint venture or consortiums | 7 | Proof of B-BBEE status level of contributor South African owned enterprises; Financial Statement to determine annual turnover | Specifically in line with the respective sector codes which the company operates, South African National Accreditation System approved certificate or commissioned sworn affidavit Certificate of incorporation or commissioned sworn affidavit Latest financial statements (1 Year) |
| | Total points | 20 | | |

*Ownership: main tendering entity

2.3.10.5 Risk Analysis

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

- reasonableness of the financial offer
- reasonableness of unit rates and prices
- the tenderer's ability to fulfil its obligations in terms of the tender document, that is, that the tenderer can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities,

- managerial capability, reliability, capacity, experience, reputation, personnel to perform the contract, etc.; the CCT reserves the right to consider a tenderer's existing contracts with the CCT in this regard
- d) any other matter relating to the submitted bid, the tendering entity, matters of compliance, verification of submitted information and documents, etc.

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

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

2.3.11 Negotiations with preferred tenderers

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

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

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

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

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

In terms of the City's SCM Policy, tenders must be cancelled in the event that negotiations fail to achieve a market related price with any of the three highest scoring tenderers.

2.3.12 Acceptance of tender offer

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

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

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

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

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

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

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

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

2.3.12.5 The CCT reserves the right to nominate a Standby Bidder at the time when an award is made and in the event that a contract is terminated during the execution thereof, the CCT may consider the award of the contract, or non-award, to the Standby Bidder in terms of the procedures included in its SCM Policy.

2.3.13 Prepare contract documents

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

- a) notices issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the CCT and the successful tenderer.

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


2.3.14 Notice to successful and unsuccessful tenderers

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

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

2.3.15 Provide written reasons for actions taken

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

| | | | |
|---|--|---|----------------|
| TENDER DOCUMENT GOODS AND SERVICES | |  <div>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</div> | |
| SUPPLY CHAIN MANAGEMENT | | | |
| SCM - 542 | Approved by Branch Manager: 03/04/2020 | Version: 9.1 | Page 21 of 149 |

TENDER NO: 57G/2023/24

TENDER DESCRIPTION: MANUFACTURE, TESTING, SUPPLY AND DELIVERY OF 12KV POLE-MOUNTED AUTO-RECLOSERS

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

VOLUME 2: RETURNABLE DOCUMENTS

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

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

VOLUME 2: RETURNABLE DOCUMENTS

(3) DETAILS OF TENDERER

1.1 Type of Entity (Please tick one box)

☐ Individual / Sole Proprietor

☐ Close Corporation

☐ Company

☐ Partnership or Joint Venture or Consortium

☐ Trust

☐ Other:

1.2 Required Details (Please provide applicable details in full):

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

| | |
|---|--|
| Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered? | <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, enclose proof |
| Is tenderer a foreign based supplier for the Goods / Services / Works offered? | <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, answer the Questionnaire to Bidding Foreign Suppliers (below) |
| Questionnaire to Bidding Foreign Suppliers | a) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa? <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | b) Does the tenderer have a permanent establishment in the Republic of South Africa? <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | c) Does the tenderer have any source of income in the Republic of South Africa? <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | d) Is the tenderer liable in the Republic of South Africa for any form of taxation? <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Other Required registration numbers | |

(4) FORM OF OFFER AND ACCEPTANCE**TENDER NO: 57G/2023/24: MANUFACTURE, TESTING, SUPPLY AND DELIVERY OF 12KV POLE-MOUNTED AUTO-RECLOSERS****OFFER: (TO BE FILLED IN BY TENDERER):****Required Details** (Please provide applicable details in full):

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

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

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

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

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

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

| INITIALS OF CITY OFFICIALS | | |
|----------------------------|---|---|
| 1 | 2 | 3 |

FORM OF OFFER AND ACCEPTANCE (continued)**TENDER NO: 57G/2023/24: MANUFACTURE, TESTING, SUPPLY AND DELIVERY OF 12KV POLE-MOUNTED AUTO-RECLOSERS****ACCEPTANCE (TO BE FILLED IN BY THE CITY OF CAPE TOWN)**

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

The terms of the contract are contained in:

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

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

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

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

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

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

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

Schedule of Deviations

Notes:

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

1 Subject

Details

.....

2 Subject

Details

.....

3 Subject

Details

.....

4 Subject

Details

.....

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

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

(5) PRICE SCHEDULE

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

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

Pricing Instructions:

- 5.1 State the rates and prices in Rand unless instructed otherwise in the tender conditions.
- 5.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT)), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.
- 5.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the tenderer’s obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.
- 5.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 5.5 All Items will be evaluated and awarded on the basis laid out in the Conditions of Tender.
- 5.6 Provide fixed rates and prices for the duration of the contract that are not subject to adjustment except as otherwise provided for in Clause 17 of the General Conditions of Contract and as amplified in the Special Conditions of Contract.
- 5.7 The successful tenderer is required to perform all tasks listed against each item. Item Category B is a mandatory requirement for the successful tenderer of Item Category A. The tenderer must therefore tender prices/rates on all sub-items of Item Category B (B.1 and B.2) in the Price Schedule. Spares detailed in Item Category C will be awarded to the successful tenderer for Item Category A subject to price benchmarking. An Item (specifically B.1 and / or B1.2) against which no rate (or rates, in the case of rate categories if provided) is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word “included” or abbreviations thereof) is entered against an item, it will also be evaluated as a nil rate having been entered against that item, i.e. that there is no charge for that item.
- 5.7 The City intends to appoint a Main Contractor and a Alternative Contractor (who has offered equipment from an alternative manufacturer, where possible) for each item. Refer to Clause 2.1.5.1 of the Conditions of Tender for full details.

| INITIALS OF CITY OFFICIALS | | |
|----------------------------|---|---|
| 1 | 2 | 3 |

Schedule of Prices

To be fully completed by the Tenderer

| Item No. | Description | SAP Commodity Code | Unit price delivered and Off-loaded (Excluding value-added tax) (R) | Specified Delivery Period from date of Official Purchase Order (Weeks) | Tendered Delivery Period from date of Official Purchase Order (Weeks) |
|--|--|--------------------|---|--|---|
| Item Category A: POLE-MOUNTED RECLOSER UNITS | | | | | |
| A.1 | POLE-MOUNTED AUTO-RECLOSER 11kV, 400A, 12.5kA, complete with circuit breaker, controller, IRTU, weather-proof cubicle, Integral or attached MV power supply module and AR-controller interconnection cable | 200024843 | R | 10 | |
| Item Category B: Training | | | | | |
| | Training priced per intervention: Operation and Maintenance: Installation, Operation, Fault Finding and Maintenance complete: (Refer to Clause 25 of Detailed Technical Specification) The intervention would be 5 consecutive working days: thus 5 repeats of classes of 15 with a total of 75 persons for the whole week long intervention. | | | | |
| B.1 | <u>Operation and Maintenance</u> Training Intervention | - | R | 4 | |
| | Training priced per intervention: Engineering: To include Operation, Fault Finding and Maintenance overview, detailed installation and commissioning but focus on protection settings / network communication / scenarios / SCADA: (Refer to Clause 25 of Detailed Technical Specification) The intervention would be for a class of 20 Engineers and Senior Technicians for 3 consecutive working days: thus a single intervention over 3 days to train a total of 20 persons (ie one class))- | | | | |
| B.2 | <u>Engineering</u> Training Intervention | - | R | 4 | |
| Item Category C: RECOMMENDED SPARES, ACCESORIES AND OPTIONS | | | | | |
| | Critical user maintainable spares, accessories and options recommended by the Tenderer. Per one component of each type: (Tenderer to list and price individually) | | | | |
| C.1 | Spare item 1: | - | R | 10 | |
| C.2 | Spare item 2: | - | R | 10 | |
| C.3 | Spare item 3: | - | R | 10 | |
| C.4 | Spare item 4: | - | R | 10 | |

| INITIALS OF CITY OFFICIALS | | |
|----------------------------|---|---|
| 1 | 2 | 3 |

| Item No. | Description | SAP Commodity Code | Unit price delivered and Off-loaded (Excluding value-added tax) (R) | Specified Delivery Period from date of Official Purchase Order (Weeks) | Tendered Delivery Period from date of Official Purchase Order (Weeks) |
|----------|----------------|--------------------|---|--|---|
| C.5 | Spare item 5: | - | R | 10 | |
| C.6 | Spare item 6: | - | R | 10 | |
| C.7 | Spare item 7: | - | R | 10 | |
| C.8 | Spare item 8: | - | R | 10 | |
| C.9 | Spare item 9: | - | R | 10 | |
| C.10 | Spare item 10: | - | R | 10 | |

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

 Date

| INITIALS OF CITY OFFICIALS | | |
|----------------------------|---|---|
| 1 | 2 | 3 |

(6) SUPPORTING SCHEDULES

Schedule 1: Certificate of Authority for Partnerships/ Joint Ventures/ Consortia

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

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

Account Holder: _____

Financial Institution: _____

Branch Code: _____

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

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

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

Schedule 2: Declaration for Procurement above R10 million

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

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

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

- 1.1 If YES, submit audited annual financial statements:

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

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

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

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

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

- 2.2 If YES, provide particulars:

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

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

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

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

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

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

4.1 If YES, furnish particulars below

| |
|--|
| |
| |
| |
| |
| |

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

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

 Date

Schedule 3: Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state:**

- (a) The applicable preference point system for this tender is the 80/20 preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
(b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

| | POINTS |
|--|------------|
| PRICE | 80 |
| SPECIFIC GOALS | 20 |
| Total points for Price and SPECIFIC GOALS | 100 |

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

The following definitions shall apply to this schedule:

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

| The specific goals allocated points in terms of this tender | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|---|--|--|
| Gender are women (ownership) | 5 | |
| Race are black persons (ownership) | 5 | |
| Disability are disabled persons (ownership) | 3 | |
| Promotion of Micro and Small Enterprises | 7 | |

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3 Name of company/firm.....

4.4 Company registration number:

4.5 TYPE OF COMPANY/ FIRM

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

[Tick applicable box]

4.6 I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

For official use.

SIGNATURE OF CITY OFFICIALS AT
TENDER OPENING

1.

2.

3.

Schedule 4: Declaration of Interest – State Employees (MBD 4 amended)

1. No bid will be accepted from:
 - 1.1 persons in the service of the state¹, or
 - 1.2 if the person is not a natural person, of which any director, manager or principal shareholder or stakeholder is in the service of the state, or
 - 1.3 from persons, or entities of which any director, manager or principal shareholder or stakeholder, has been in the service of the City of Cape Town during the twelve months after the City employee has left the employ of the City, or
 - 1.4 from an entity who has employed a former City employee who was at a level of T14 of higher at the time of leaving the City's employ and involved in any of the City's bid committees for the bid submitted, if:
 - 1.4.1 the City employee left the City's employment voluntarily, during a period of 12 months after the City employee has left the employ of the City;
 - 1.4.2 the City employee left the City's employment whilst facing disciplinary action by the City, during a period of 24 months after the City employee has left the employ of the City, or any other period prescribed by applicable legislative provisions, after having left the City's employ.

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the tenderer or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name of tenderer or his or her representative:.....
 - 3.2 Identity Number:.....
 - 3.3 Position occupied in the Company (director, trustee, shareholder²)......
 - 3.4 Company or Close Corporation Registration Number:.....
 - 3.5 Tax Reference Number.....
 - 3.6 VAT Registration Number:.....
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars
 - 3.9 Have you been in the service of the state for the past twelve months? **YES / NO**
 - 3.9.1 If yes, furnish particulars
 - 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
 - 3.10.1 If yes, furnish particulars
 - 3.11 Are you, aware of any relationship (family, friend, other) between any other tenderer and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
 - 3.11.1 If yes, furnish particulars.....

- 3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
- 3.12.1 If yes, furnish particulars
- 3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**
- 3.13.1 If yes, furnish particulars
- 3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? **YES / NO**
- 3.14.1 If yes, furnish particulars
- 3.15 Have you, or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company been in the service of the City of Cape Town in the past twelve months? **YES / NO**
- 3.15.1 If yes, furnish particulars
- 3.16 Do you have any employees who was in the service of the City of Cape Town at a level of T14 or higher at the time they left the employ of the City, and who was involved in any of the City's bid committees for this bid? **YES / NO**
- 3.16.1 If yes, furnish particulars

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

| Full Name | Identity Number | State Employee Number |
|-----------|-----------------|-----------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

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

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

Signature

Print name:

Date

On behalf of the tenderer (duly authorised)

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

(a) a member of –

- (i) any municipal council;**
- (ii) any provincial legislature; or**
- (iii) the national Assembly or the national Council of provinces;**

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) an executive member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

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

Schedule 5: Conflict of Interest Declaration

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

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

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

| |
|--|
| |
| |
| |
| |
| |

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

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

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

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

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

| |
|--|
| |
| |
| |
| |
| |

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

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

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

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

Date

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

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

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

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

| Item | Question | Yes | No |
|-------|--|---------------------------------|--------------------------------|
| 2.3 | Was the tenderer or any of its directors/members convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2.3.1 | If so, furnish particulars: | | |
| 2.4 | Does the tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2.4.1 | If so, furnish particulars: | | |
| 2.5 | Was any contract between the tenderer and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2.5.1 | If so, furnish particulars: | | |

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

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

 Date

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

To: THE CITY MANAGER, CITY OF CAPE TOWN

From: _____
(Name of tenderer)

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

The tenderer:

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

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

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

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

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

Date

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

8.1 PRICING INSTRUCTIONS

- 8.1.1 This is a multi-year tender and clear understanding of Contract Price Adjustment provisions must be established to avoid pricing risk during the resulting contract(s).
- 8.1.2 The Contract Price Adjustment mechanisms and/or provisions relating to Rate of Exchange Variation contained in this schedule are compulsory and binding on all tenderers. Failure to complete this schedule or any part thereof may result in the tender offer being declared non-responsive.
- 8.1.3 Tenderers are not permitted to amend, vary, alter or delete this schedule or any part thereof unless otherwise stated in this schedule, failing which the tender offer shall be declared non-responsive.
- 8.1.4 Tenderers are not permitted to offer fixed prices for the contract duration except as provided for in the Price Schedule, and if the tenderer offers fixed prices in contravention of this clause the tender offer shall be declared non-responsive.
- 8.1.5 The prices stipulated on the pricing schedule shall be subject to price adjustment as laid out below.
- 8.1.6 Tenderers are required to complete either Section 8.2.1 (**Manufacturers**) or Section 8.2.2 (**Suppliers**) below to establish the Contract Price Adjustment basis. (Refer to Clause 8.4).
- 8.1.7 Tenderers that are direct importers shall in addition complete Section 8.3 for applicable Rate of Exchange Variations.

8.2 CONTRACT PRICE ADJUSTMENT

8.2.1 Tenderers that are MANUFACTURERS of the Tendered Items:

Tenderers that are manufacturers of the tendered items are subject to contract price adjustment based on SEIFSA INDICES and/or MATERIALS SUPPLIER'S PRICE LISTS, and shall complete only the following options:

a) Increase using SEIFSA indices

Published indices shall be applied quarterly to determine a fixed rate for the following quarter, as detailed in Clause 8.4.1 of Schedule 8.

Material, labour and / or road freight price variation shall be calculated based upon the SEIFSA base material, labour and / or road freight prices / indices and the price proportions indicated by the Tenderer for the Goods tendered, as detailed in Annexure A of Schedule 8, which shall be completed in full.

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

The SEIFSA contract price adjustment formula shall apply, unless otherwise detailed (and accepted) in the Covering Letter accompanying the Tender Documentation.

Tenderer to claim SEIFSA based CPA? (Yes /No): _____

b) Increase using Material Supplier Price Lists

The tender price shall be subject to adjustment based on Supplier's Price Lists for the materials supplied for the manufacture of the tendered items.

Supplier: _____

Date of Price List/Quotation upon which tender is based _____

Price List/Quotation Reference Number _____

N.B:

- ***The above information must be provided for each item supplied to the Tenderer.***
- ***Copies of price lists on which tender prices are based shall be enclosed for all items. The items referenced on the Pricing Schedule must be clearly identified on the Price List.***
- ***Tenderers will be entitled to claim only the difference between the cost of the product at the time of tendering and the new cost. Documentation to this effect must be submitted with each claim.***

8.2.2 Tenderers that are NOT Manufacturers of the Tendered Items

Tenderers that **ARE NOT MANUFACTURERS** of the tendered items are subject to contract price adjustment based on the **SUPPLIER'S / MANUFACTURER'S PRICE LISTS** from the supplier or manufacturer of the tendered items, as detailed in Clause 8.4.2 of Schedule 8, and shall complete the following:

Supplier: _____

Date of Price List/Quotation upon which tender is based _____

Price List/Quotation Reference Number _____

N.B.

- *The above information must be provided for each item supplied to the Tenderer.*
- *Copies of price lists on which tender prices are based shall be enclosed for all items. The items referenced on the Pricing Schedule must be clearly identified on the Price List.*
- *Tenderers will be entitled to claim only the difference between the cost of the product at the time of tendering and the new cost. Documentation to this effect must be submitted with each claim.*
- *The Contractor may not apply for price adjustments on a frequency shorter than three-monthly.*

8.3 RATE OF EXCHANGE VARIATIONS

Only tenderers who are the **DIRECT IMPORTER** of the Goods may claim rate of exchange price variations. (Refer to Clause 8.4.3 below).

Exchange Rate on which tender is based: _____ 1 = S A Rand _____

Name of Bank: _____

Date of quoted rate of exchange (Seven Calendar Days before tender closing): _____

The end date applicable for variation shall be the date of shipment received (ie. The date of the Bill of Lading / Waybill / Customs Invoice)

Tenderer to indicate applicable documentation (Bill of Lading / Waybill / Customs Invoice):

If any other documentation other than those indicated above is applicable, the tenderer is to indicate this clearly and identify the applicable documentation in the space provided above.

TABLE 8.3: PRICE BASIS FOR IMPORTED RESOURCES

| Item No. | Value in foreign currency | Rate of exchange as at 7 days prior to date of tender | Value in Rand, of foreign currency content (columns A*B) | Customs Surcharge | | Customs Duty | | Amount of South African Content | Total in Rand of columns C+D+E+F (Total Tender Price) (Excl. VAT) |
|----------|---------------------------|--|--|-------------------|-----|--------------|-----|---------------------------------|---|
| | | | | % | R | % | R | | |
| | (A) | (B) | (C) | | (D) | | (E) | (F) | (G) |
| A1 | | | | | | | | | |
| C1 | | | | | | | | | |
| C2 | | | | | | | | | |
| C3 | | | | | | | | | |
| C4 | | | | | | | | | |
| C5 | | | | | | | | | |

| Item No. | Value in foreign currency | Rate of exchange as at 7 days prior to date of tender | Value in Rand, of foreign currency content (columns A*B) | Customs Surcharge | | Customs Duty | | Amount of South African Content | Total in Rand of columns C+D+E+F (Total Tender Price) (Excl. VAT) |
|----------|---------------------------|--|--|-------------------|-----|--------------|-----|---------------------------------|---|
| | | | | % | R | % | R | | |
| | (A) | (B) | (C) | | (D) | | (E) | (F) | (G) |
| C6 | | | | | | | | | |
| C7 | | | | | | | | | |
| C8 | | | | | | | | | |
| C9 | | | | | | | | | |
| C10 | | | | | | | | | |

8.4 **PRICE VARIATION CLAIM**

8.4.1 **SEIFSA Index based Contract Price Variations** (Refer to 8.2.1 above)

- 8.4.1.1 This section is applicable to **Tenderers that ARE the manufacturer of the tendered Goods**.
- 8.4.1.2 Only Contractors that are the manufacturers of the Goods may claim SEIFSA Index based contract price adjustments.
- 8.4.1.3 For items that are subject to ROE, the SEIFSA index based CPA **shall apply only to the South African Content portion**, column (F) of the above table.
- 8.4.1.4 The contract price per item shall be adjusted **quarterly** in advance of placement of orders, and the adjusted contract price shall be applicable for purchase orders placed during the following three full calendar months.
- 8.4.1.5 Fluctuations in the prices of raw materials and labour will be acceptable for the Contract Price Adjustment calculations for the tendered Goods.
- 8.4.1.6 The base month for Contract Price Adjustment calculations shall be the calendar month prior to the month of the closing date for tenders, and SEIFSA indices published in this month shall be used.
- 8.4.1.7 Adjusted contract prices per item shall be calculated based upon the SEIFSA indices published in the calendar month of application for the amended equipment contract prices.
- 8.4.1.8 Material and labour price variation shall be calculated based upon the SEIFSA base material and labour indices and the stipulated price proportions as detailed in Annexure A of Schedule 8.
- 8.4.1.9 A minimum of 10% of the **South African Content portion** of the tender price per item (column (F) of the above table) shall be fixed and free of variation for the duration of the contract.
- 8.4.1.10 The process to be followed by Contractors for claims for contract price adjustment in terms of SEIFSA shall be as follows:
- The Contractor shall approach the Employer in writing prior to the third Friday of each of **February, May, August and November** month with an application for the amended unit prices of the Goods to be applicable to the contract during the following month.
 - The application shall be based upon the SEIFSA indices published during the calendar month of application (those published on the Monday following the third Friday of the month and detailing the latest available indices) and shall detail the proposed adjusted unit prices for the Goods and include detailed calculations indicating how the adjusted unit prices per item have been established.
 - Calculations of the contract price adjustment shall use the original tendered unit rates, the base indices, the indices published in the calendar month of application and the SEIFSA formula and shall contain no other factors or adjustments.

- d) The Employer will check and approve the proposed unit prices for the following month prior to the last Friday of the month of application. The Employer will notify the Contractor in writing of approval of the adjusted prices. Any communications regarding approval of the proposed adjusted prices shall be completed before the last Friday of the month of application for the amended unit prices for the Goods.
- e) The Employer will update the SAP Contract records at the end of the month with the approved amended unit prices for the following three months.
- f) All purchase orders for the contracted Goods issued during a quarterly period shall be issued, invoiced and paid at the contract unit prices approved for that quarterly period and no further contract price adjustment claims will be considered, irrespective of the actual month of delivery and whether or not deliveries were subject to any manufacturing or delivery delays.
- g) The required delivery dates for orders for the contracted Goods placed by the Employer will be determined based upon the date of issue of the purchase order and the contract delivery period.
- h) Failure by the Contractor to submit claims for Contract Price Adjustment within the timeframes detailed above will result in the unit rates for the Goods concerned being determined by the Employer in accordance with the published SEIFSA indices. The Employer however reserves the right in such a case not to amend the unit rates for the Goods if it is not to the Employer's advantage.
- i) The successful Contractor shall immediately upon notification of the commencement date of contract submit written application for approval of adjusted unit prices for the Goods that shall be applicable during the first calendar month of the contract. This application will be assessed in accordance with the process laid out above in order to determine approved contract prices for the first calendar month of the contract.
- j) Failure to submit such application within one working week of commencement of contract shall result in the tendered unit prices being applied for orders placed during the first calendar month of the contract.
- k) Application for Contract Price Adjustment thereafter shall follow the process detailed above.

8.4.2 Supplier / Manufacturer Price List Variations (Refer to 8.2.2 above)

This section is applicable to **Tenderers that are NOT the manufacturer** of the tendered Goods. It is also applicable to Tenderers that are importing overseas manufactured component parts for assembly into tendered goods that are locally manufactured.

If the contract is subject to variation based on **SUPPLIER / MANUFACTURER PRICE LISTS**, the following will be applicable:

- 8.4.2.1 Contractors shall make the application for contract price adjustment prior to the date upon which the price adjustment would become effective.
- 8.4.2.2 The effective date of any price adjustment granted will be the first day of the month following the month during which the fully substantiated application for contract price adjustment is submitted and approved or, by agreement between the Contractor and the Employer, a subsequent date on which the price adjustment will become effective.
- 8.4.2.3 In instances where the Contractor's price adjustment claimed is less than entitled, the lesser price will be accepted.
- 8.4.2.4 Purchase orders placed prior to the effective date of any price increase shall be placed at the previously agreed price, not the claimed adjusted price.
- 8.4.2.5 Only the difference in cost of the source supplier / manufacturer pricelists (actual cost, not percentage) may be adjusted and under no circumstances may the Contractor increase their profit margin.
- 8.4.2.6 The process to be followed by the Contractor for claims for contract price adjustment shall be as follows:
 - a) The Contractor shall submit all of the documentation indicated below a minimum of two weeks prior to the effective date of the contract price adjustment.

- b) The Employer will consider the proposed contract price adjustment and based on the documentary evidence, the Employer may approve the adjustment.
- c) A letter authorising the price adjustment will be issued to the Contractor.
- d) All purchase orders issued subsequent to the effective date of the contract price adjustment will be issued at the approved adjusted contract price.

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

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

8.4.2.8 The requirements for the Supplier / Manufacturer's Price List (quotation) that has to be supplied are as follows:

- a) It has to be addressed to the Tenderer.
- b) It must state this Tender number and name.
- c) It has to be on the Supplier / Manufacturer Letterhead.
- d) It has to be dated and have a Price List/Quotation Reference Number.
- e) It has to be signed by an official of the Supplier / Manufacturer.
- f) Each item priced and offered should be clearly detailed and have the same item / sub-item number as in the pricing schedule in this document and be priced per unit, excluding VAT.

8.4.2.9 The City will assess such pricelist based CPA claims and will only approve such claims that are confirmed to be reasonable, justifiable and market related with reference to the source pricing information provided with the tender and with the CPA application

8.4.2.10 Similarly to 8.4.1.4 above for SEIFSA based CPA, the contractor may not apply for price adjustments on a frequency shorter than three-monthly.

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

8.4.3 Rate of Exchange Variations (Refer to 8.3 above)

8.4.3.1 The Tenderer shall note The Department: Trade and Industry Local Production and Content requirements included with and forming a part of this specification, where applicable, and shall comply fully therewith.

8.4.3.2 If the Contract price is subject to variations in RATES OF EXCHANGE the Tenderer SHALL complete the appropriate section in Schedule 8 (Section 8.3), failing which no claim for contract price adjustment on the basis of rate of exchange variations will be considered.

8.4.3.3 Only Contractors that are directly importing the tendered Goods or component parts of the tendered Goods may claim rate of exchange variations.

8.4.3.4 The price adjustment for variations in the cost of plant and materials imported from outside of South Africa shall be based on the information contained on the schedule titled "**Price Basis for Imported Resources**" and as below. The Rand value of Plant and Materials comprising entirely or partly imported content that is inserted on the schedule titled "**Price Basis for Imported Resources**" (column (G)) shall be the rate tendered in the Pricing Schedule, and shall be the value in foreign currency (column (A)) converted to South African Rand (column (C)) by using the closing spot selling

rate, on the Base Date (seven calendar days before tender closing date) rounded to the second decimal place (column (B)), to which shall be added any Customs Surcharge and Customs Duty applicable at that date (columns (D) and (E)) and any South African manufactured or added content (column (F)). Any mark-up by the Tenderer or other costs not detailed above shall be entirely contained within the South African Content (Column (F)).

- 8.4.3.5 Column A of Table 8.3 shall detail the actual quotation (price list) for the imported Goods or components, and shall be substantiated by the original source quotation (price list) for such Goods or components. (Source quotation from foreign supplier/manufacture, see 8.4.2 and 8.4.2.9 above). No Contractor mark-up on the foreign currency value of such imported Goods or components is permissible. All Contractor mark-up shall be included in the South African content, Column F of Table 8.3.
- 8.4.3.6 The Supplier shall within seven working days from the date of receipt of the purchase order, arrange for **cover** or **recovering forward** by way of a contract with a bank which is an authorised foreign exchange dealer, the foreign exchange component of the cost of any imported Plant and Materials inserted by the Tenderer on the schedule titled "**Price Basis for Imported Resources**", and submit such **Forward Cover quotation** to the City for approval. Following such approval the forward cover shall be contracted within a further two working days and a copy provided to the City.
- 8.4.3.7 The Forward Cover quotation envisaged above shall have a **Forward Cover Contract (FCC) Value Date** that is directly based upon the required delivery date for the imported Goods or components necessary in order to meet the Contract Delivery Period. Future FCC Value Dates beyond the Contract Delivery Period shall not be acceptable.
- 8.4.3.8 Based on the evidence provided in Clause 8.4.3.5&6 above, the value in Rand inserted in column (C) of on the schedule titled "**Price Basis for Imported Resources**" shall be recalculated using the forward cover rate obtained, and any increase or decrease in the Rand value defined in this clause shall be adjusted accordingly, subject to Clause 8.4.3.9 below.
- 8.4.3.9 The adjustments shall be calculated upon the value in foreign currency in the **forward cover contract**, provided that, should this value exceed the value in foreign currency inserted in column (A) of on the schedule titled "**Price Basis for Imported Resources**", then the value in column (A) shall be used.
- 8.4.3.10 Any increase or decrease in the Rand value between the amounts of Customs Surcharge and Customs Duty inserted in on the schedule titled "**Price Basis for Imported Resources**" and those amounts actually paid to the Customs and Excise Authorities, which are due to changes in the percentage rates applicable or to the foreign exchange rate used by the authorities, shall be adjusted accordingly.
- 8.4.3.11 The Tenderer shall state the Customs Duty Tariff Reference applicable to each item and the Supplier shall advise the CCT's Agent of any changes which occur.
- 8.4.3.12 Contractors shall take out Forward Cover covering the foreign exchange component of the cost of any imported portion of the Goods ordered on each purchase order issued by the Employer.
- 8.4.3.13 The process to be followed by Contractors for claims for Rate of Exchange Variations shall be as follows:
- On receipt of a purchase order the Contractor shall arrange for a quotation for Forward Cover from their banking institution.
 - This Forward Cover quotation shall be submitted to the Employer for approval of the Forward Cover rate within seven working days from date of receipt of the purchase order.
 - Only once the Forward Cover rate is approved may the Contractor engage in a formalised contract with their banking institution and submit the Forward Cover contract to the Employer. This shall be done within two working days from the City's approval.
 - The Forward Cover Contract shall refer to the purchase order number, shall be signed by both parties (the Contractor and the Banking Institution) and shall be valid until such time as the goods are delivered to the Employer.
- 8.4.3.14 On delivery of the goods to the City the Contractor shall submit the following documentation:
- The Bill of Lading/Waybill/Customs Invoice (clearly indicating the items as identified on the purchase order).
 - Calculations detailing the difference in the rate of exchange at the time of entry and the date of tender. These shall be submitted on a covering letter.

c) The invoice / credit note for the Rate of Exchange adjustment applicable to the specific order.

8.4.3.15 In exceptional circumstances, and subject to the Employer's explicit approval, Rate of Exchange variations on Goods or components that are imported in bulk in advance in fulfilment of the contract requirements or to create buffer stocks, but not specifically in response to specific purchase orders placed by the Employer in accordance with the contract, shall be based upon whichever of the following two methodologies is more advantageous to the Employer:

- a) Methodology 1: A spot quotation for the Forward Cover Contract rate for the imported portion of the Goods, based upon the FCC Value Date for the particular purchase order(s), as outlined in 8.4.3.13 above.
- b) Methodology 2: The actual Rate of Exchange cost variations incurred in fulfilment of the purchase order(s), fully substantiated by detailed Bills of Lading and Customs Invoice applicable to the particular Goods delivered. The applicable Rate of Exchange shall be the rate as defined on the Customs Invoice for the imported Goods.
- c) Determination of the more advantageous methodology shall be conducted and approved following delivery of the imported Goods or components to the Contractor but prior to delivery of the Goods to the Employer.

8.4.3.16 Approval of the process detailed in 8.4.3.5 above shall be on an order by order basis and application shall be submitted, with required supporting documents, immediately on receipt of the relevant purchase order(s).

8.4.4 Supplier Price List Variations for Contractors Supplying Imported Goods by Another Party (Refer to 8.2 above).

Tenderers that intend to purchase the goods from another supplier who in turn is importing the goods shall obtain Firm Prices from this supplier and shall submit the price list in accordance with the process outlined in Clause 8.4.1 or 2 above. The updated pricelist shall be submitted to the City within seven calendar days of the date of the purchase order date. (Tenderer are again referred to The Department: Trade and Industry Local Production and Content Requirements included with and forming a part of this specification).

8.4.5 Contract Price Adjustment – General

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

- By letter to: Director Supply Chain Management, City of Cape Town, P O Box 655, Cape Town, 8000, or
 - by email to: Energy.ContractAdministration@capetown.gov.za
 - and CC the contract administrator/manager: Patrick.O'Halloran@capetown.gov.za
- prior to the date upon which the price adjustment would become effective.

8.4.5.2 When submitting an application for contract price adjustment the Contractor shall provide the applicable month's actual indices for the SEIFSA Table No's and Descriptions detailed in Annexure A of Schedule 8 or the supplier's actual published pricelists applicable to the particular month, and the actual revised rate proposed for each item. A mere notification of an application for contract price adjustment without stating the adjusted price claimed for each item shall, for the purpose of this clause, not be regarded as a valid claim.

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

8.4.5.4 Where CPA adjustment claims are investigated and found to be not reasonable, justifiable and market related the City reserves the right to reject such claims. Where disputes arise with respect to such rejected claims the City reserves the right to invoke the Alternative Contractor provisions of the contract and place orders with the Alternative Contractor until such time as the dispute is resolved.

Annexure A: Contract Price Adjustment

BASE MATERIAL AND LABOUR PRICES (APPLICABLE TO MANUFACTURERS ONLY AND TO SOUTH AFRICAN CONTENT ONLY)

Where Tender prices are subject to adjustment the prices quoted shall be subject to price variation based upon the SEIFSA base prices per metric ton or indices for materials and labour detailed below. For the purposes of this tender the **base month** shall be **September 2023**.

| | OTHER: _____ | OTHER: _____ | OTHER: _____ | OTHER: _____ | OTHER: _____ | LABOUR |
|---------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|--------|
| SEIFSA Table No: | | | | | | |
| SEIFSA ITEM DESCRIPTION: | | | | | | |
| Base Month Price / Index: | | | | | | |

| ITEM NO. | DESCRIPTION | South African Content Price (Per Column F of Table 8.3 above, OR Tendered Price Schedule if no Imported Content) (R) | MATERIAL | | | | | LABOUR Proportion of Price Attributed to Labour Cost (%) | FIXED PORTION OF TENDER PRICE (Min 10%) (%) |
|----------|---|--|---|-------------------------|-------------------------|-------------------------|-------------------------|--|--|
| | | | The percentage contributions of specific materials to the total price per item are as follows:- | | | | | | |
| | | | OTHER (AS ABOVE) | OTHER (AS ABOVE) | OTHER (AS ABOVE) | OTHER (AS ABOVE) | OTHER(AS ABOVE) | | |
| | | | Proportion of Price (%) | Proportion of Price (%) | Proportion of Price (%) | Proportion of Price (%) | Proportion of Price (%) | | |
| A.1 | POLE-MOUNTED AUTO-RECLOSER 11kV, 400A, 12.5kA, complete with circuit breaker, controller, IRTU, weather-proof cubicle, Integral or attached MV power supply module and AR-controller interconnection cable | | | | | | | | |
| C.1 | Spare item 1: | | | | | | | | |
| C.2 | Spare item 2: | | | | | | | | |
| C.3 | Spare item 3: | | | | | | | | |

| ITEM NO. | DESCRIPTION | South African Content Price (Per Column F of Table 8.3 above, OR Tendered Price Schedule if no Imported Content) (R) | MATERIAL | | | | | LABOUR Proportion of Price Attributed to Labour Cost (%) | FIXED PORTION OF TENDER PRICE (Min 10%) (%) |
|----------|----------------|--|---|-------------------------|-------------------------|-------------------------|-------------------------|--|--|
| | | | The percentage contributions of specific materials to the total price per item are as follows:- | | | | | | |
| | | | OTHER (AS ABOVE) | OTHER (AS ABOVE) | OTHER (AS ABOVE) | OTHER (AS ABOVE) | OTHER (AS ABOVE) | | |
| | | | Proportion of Price (%) | Proportion of Price (%) | Proportion of Price (%) | Proportion of Price (%) | Proportion of Price (%) | | |
| C.4 | Spare item 4: | | | | | | | | |
| C.5 | Spare item 5: | | | | | | | | |
| C.6 | Spare item 6: | | | | | | | | |
| C.7 | Spare item 7: | | | | | | | | |
| C.8 | Spare item 8: | | | | | | | | |
| C.9 | Spare item 9: | | | | | | | | |
| C.10 | Spare item 10: | | | | | | | | |

- 10% OF THE TENDERED PRICE MUST REMAIN FIXED.
- SEIFSA BASED CPA IS APPLICABLE TO MANUFACTURERS ONLY.
- SEIFSA BASED CPA IN APPLICABLE TO SOUTH AFRICAN CONTENT COST ONLY.

Schedule 9: Certificate of Independent Tender Determination

I, the undersigned, in submitting this tender **57G/2023/24 - MANUFACTURE, TESTING, SUPPLY AND DELIVERY OF 12KV POLE-MOUNTED AUTO-RECLOSERS**, in response to the tender invitation made by THE CITY OF CAPE TOWN, do hereby make the following statements, which I certify to be true and complete in every respect:

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

That:

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

Signature

Date

Name (PRINT)

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

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

Schedule 10: Price Basis for Imported Resources

NOT USED (captured in Schedule 8 – CPA)

Schedule 11: List of other documents attached by tenderer

The tenderer has attached to this schedule, the following additional documentation:

| | Date of Document | Title of Document or Description (refer to clauses / schedules of this tender document where applicable) |
|-----|------------------|---|
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | | |
| 6. | | |
| 7. | | |
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| 9. | | |
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| 11. | | |
| 12. | | |
| 13. | | |
| 14. | | |
| 15. | | |
| 16. | | |
| 17. | | |

Attach additional pages if more space is required.

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

 Date

Schedule 12: Record of Addenda to Tender Documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

| | Date | Title or Details |
|-----|------|------------------|
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | | |
| 6. | | |
| 7. | | |
| 8. | | |
| 9. | | |
| 10. | | |

Attach additional pages if more space is required.

SIGNED ON BEHALF OF TENDERER:

Schedule 13: Information to be provided with the tender

The following information shall be provided with the Tender:

- a) Schedule 13A: Schedule of Manufacturer Information
- b) Schedule 13B: Schedule of Technical Data
- c) Schedule 13C: Details of Tenderer's Experience, Quality System (Quality Assurance Plan) and After Sales Facilities in South Africa
- d) Schedule 13D: Schedule of Manufacturer's Experience and Facilities
- e) Schedule 13E: Departures from the Requirements of the Specification
- f) Schedule 13F: OEM and Manufacturer Support and Quality Certification (Proof to be attached)
- g) Schedule 13G: Schedule of Type Tests or SABS certification (Proof to be attached)
- h) Schedule 13H: RTU Compliance Certification
- i) Schedule 13I: Drawing Summary Sheet
- j) The various returnable documents required for supporting information in the Returnable Schedules, all other specified Returnables as detailed in the "Particulars" section of the Technical Specification, as well as all other returnables requested throughout this tender document. This includes, but is not limited to, the following (all of which should be listed in Schedule 11):
Kindly ensure that documentation and drawings are clearly marked on each document (and in the titles of electronic files) with the Tender's Item Number(s) (unless it is a generally applicable document) that pertain to that attached document so as to enable a proper understanding and context of these supporting documents. Documents in soft/electronic copy shall be of adequate resolution to be fully legible.
 - i. Brochures and information of Manufacturers (OEM's) to support Schedule 13A&B
 - ii. Brochures and Data sheets to support each Item in Schedule 13B
 - iii. OEM & Tenderer Quality Assurance documentation to support Schedule 13D
 - iv. OEM ISO certificates to support Schedule 13F
 - v. Letter(s) of Authorisation (OEM to Tenderer) or (OEM to Supplier & Supplier to Tenderer) to support Schedule 13F
 - vi. Proof of compliance such as Type Test Certificates or SABS Certificates to support Schedule 13A&B
Kindly provide the Schedules of the Type Tests in Schedule 13G to support the completed Test Report Summary Sheets, clearly referencing the type test compliance as required in terms of the relevant specifications and then referencing on such document(s) to which item numbers in the tender it is applicable.
 - vii. Drawings as required in Technical Specification to be attached and listed in accordance with Schedule 13I
 - viii. Quotations from OEM(s) or Supplier to Tenderer:
Kindly provide a copy(s) of the original pricelist(s) upon which your tender is based (if applicable and as referenced in Schedule 8), noting that these must be:
 - a. signed,
 - b. dated,
 - c. on the supplier's letterhead,
 - d. addressed to your company,
 - e. with the CCT tender number referenced,
 - f. and clearly detailing a single price that is referenced to the relevant tender item number(s) as quoted for.
 - ix. COIDA letter of Good Standing or proof of Compensation Insurance

TENDERER NAME _____

SIGNED ON BEHALF OF TENDERER _____

Schedule 13A: Schedule of Manufacturer Information

(Information to be supplied with Tender)

| Item No. | Description | Manufacturers Item description / Model / Designation / Type | Manufacturer (OEM) | Place of Manufacture (Factory Address) | Name and address of Place of Testing, Inspection and Support |
|----------|---|---|--------------------|--|--|
| A.1 | POLE-MOUNTED AUTO-RECLOSER 11kV, 400A, 12.5kA, complete with circuit breaker, controller, IRTU, weather-proof cubicle, Integral or attached MV power supply module and AR-controller interconnection cable | | | | |
| C.1 | Spare item 1: | | | | |
| C.2 | Spare item 2: | | | | |
| C.3 | Spare item 3: | | | | |
| C.4 | Spare item 4: | | | | |
| C.5 | Spare item 5: | | | | |
| C.6 | Spare item 6: | | | | |

| Item No. | Description | Manufacturers Item description / Model / Designation / Type | Manufacturer (OEM) | Place of Manufacture (Factory Address) | Name and address of Place of Testing, Inspection and Support |
|----------|----------------|---|--------------------|--|--|
| C.7 | Spare item 7: | | | | |
| C.8 | Spare item 8: | | | | |
| C.9 | Spare item 9: | | | | |
| C.10 | Spare item 10: | | | | |

SIGNED ON BEHALF OF TENDERER:

Schedule 13B: Schedule of Technical Data

(Information to be supplied with Tender)

TECHNICAL SPECIFICATION SCHEDULE

Requirements to complete schedule:

Value = write down the applicable value offered / "YES" = a CCT requirement / "xxxx" or "___" = led by the offer / "-" = not to be filled in / "***" provide the reference to attached document / If you answer with "n/a" provide explanation

| Ref | Description | Requirement | Offered |
|-----------|--|---------------|---------|
| 1 | GENERAL | - | - |
| 1.1 | Name of manufacturer | xxxx | |
| 1.2 | Name of supplier | xxxx | |
| 1.3 | Product code of Auto Recloser Circuit-Breaker | xxxx | |
| 1.4 | Product code of recloser control | xxxx | |
| 1.5 | Configuration software: name & | xxxx | |
| 1.5.1 | version | xxxx | |
| 1.6 | Firmware version | xxxx | |
| 1.7 | Total mass of the Auto-recloser circuit breaker (kg) | ≤ 500 kg | |
| 1.8 | Total mass of mounting hardware, circuit breaker, control cabinet and interconnection? (kg) | ≤ 900 kg. | |
| 1.9 | Do the offered units comply with the requirements of SANS/IEC 62271 or IEEE C37.60? | YES | |
| 1.10 | Are all primary components made and assembled by the same manufacturer? | YES | |
| 1.11 | Do the units have a proven service history? How many years of proven service? | YES | |
| 1.12 | Warranty period | xxxx | |
| 2 | Service Conditions capability of the offered units: | - | - |
| 2.1 | nominal system (phase to phase) RMS voltage (Un) | 11.66kV | |
| 2.2 | maximum system RMS voltage (Um) | up to 12.5kV | |
| 2.3 | BIL (open contacts) kV | 95 | |
| 2.4 | BIL (closed contacts) kV | 95 | |
| 2.5 | Lightning impulse withstand (At Std Atmospheric Conditions) (kV peak) | - | |
| 2.6 | AC 60 s wet withstand kV | xxxx | |
| 2.7 | System frequency | 50Hz; | |
| 2.8 | number of phases | 3; | |
| 2.9 | System earthing | non-effective | |
| 2.10 | Rated Continuous Full Load Current | ≥ 400 A | |
| 2.11 | Rated short-time (3s) withstand current kA | ≥ 12.5 kA | |
| 2.12 | Rated symmetrical interrupting current kA | ≥ 12.5 kA | |
| 2.13 | Rated symmetrical making current kA | ≥ 12.5 kA | |
| 2.14 | ambient temperature: minimum | -15 °C; | |
| 2.15 | ambient temperature: maximum | 50 °C; | |
| 2.16 | maximum diurnal variation | 35 °C; | |
| 2.17 | humidity: minimum | 20 %; | |
| 2.18 | humidity: maximum | 90 %; | |
| 2.19 | pollution level as per SANS/IEC 60815 | very heavy; | |
| 2.20 | lighting activity | high; | |
| 2.21 | Altitude above sea level | up to 1200 m | |
| 3. | CIRCUIT BREAKER | - | - |
| 3.1 | Min. guaranteed mechanical operations | xxxx | |
| 3.2 | Min. guaranteed operations at rated continuous current | xxxx | |
| 3.3 | Min. guaranteed operations at rated symmetrical interrupting current | xxxx | |
| 3.4 | Provide details of the insulation medium used in the circuit breaker. | — | * |

| Ref | Description | Requirement | Offered |
|------------|---|--|---------|
| 3.5 | Is switching arc-extinguishing performed by vacuum interrupters? | YES | |
| 3.6 | Are pressure relief facilities provided? | YES | |
| 3.7 | Does circuit-breaker have a low voltage trip coil? | YES | |
| 3.8 | Can the CB be tripped and closed electrically from the recloser control while the circuit-breaker is not connected to the primary supply? | YES | |
| 3.9 | Is the circuit-breaker bi-directional? | YES | |
| 3.10 | Is the AR suitable for mounting on one pole or for H-pole mounting as specified in NRS 036-1? | YES | |
| 3.11 | Are horizontal mounting brackets with a single M12 hole for surge arresters provided on the line side and on the load side of the AR, adjacent to the bushings? | YES | |
| 3.12 | What are the minimum phase-to-earth clearances of the AR mounting arrangement with surge arresters fitted? | — | |
| 4. | Bushings | | |
| 4.1 | Product code of bushing | xxxx | |
| 4.2 | Insulation material | xxxx | |
| 4.3 | Creepage distance mm | xxxx | |
| 4.4 | State the creepage for the bushings fitted to the AR in accordance with SANS/IEC 60815. | Very heavy pollution conditions 31mm/kV | |
| 4.5 | Provide details of the bushing material. | — | * |
| 4.6 | Have the bushings been tested in accordance with annex C of SANS/IEC 61109. | YES | |
| 4.7 | State the pollution and aging compliance test certification supplied | KIPTS 12 month cycle or. | |
| | | IEC 62217 1000 hour Salt fog test | |
| 4.8 | Current Sensors | | |
| 4.8.1 | Is the circuit-breaker supplied with three (one per phase) current sensors? | YES | |
| 4.8.2 | Provide details of the type of current sensors (e.g. CTs, Rogowski coils, etc.) and ratio | | * |
| 4.8.3 | Are the current sensors an integral part of the circuit-breaker? | YES | |
| 4.8.4 | Detail the accuracy of the current sensors as defined in IEC 60044. | Protection class 5P | |
| 4.9 | Voltage sensors | - | - |
| 4.9.1 | Is the circuit-breaker supplied with six voltage sensors (one per phase, source and load side) (e.g. VTs, CVTs, etc.)? | YES | |
| 4.9.2 | Provide details of the type of voltage sensors and ratio | | * |
| 4.9.3 | Detail the accuracy of the voltage sensors as defined in IEC 60044. | +/- 1% phase to earth and +/-2% phase to phase | |

| Ref | Description | Requirement | Offered |
|----------|---|--|-------------------------------------|
| 4.9.4 | Are the voltage sensors an integral part of the circuit-breaker. | YES | |
| 4.9.5 | If separate voltage sensors are supplied with the circuit breaker please provide complete details of the arrangement | | * |
| 4.10 | Materials, Painting and Finishing | | |
| 4.10.1 | Does the finish of surfaces of autoreclosers, control cabinets and associated equipment, all support structures and all bolts and nuts associated with these parts, comply with the requirements of this specification? | YES | |
| 4.10.2 | What material is all support structures made of? | stainless steel, or as a minimum Mild steel hot-dip galvanized to SANS 121 | |
| 4.10.3 | Specify the grade of stainless steel supplied as this is regarded as for coastal environments. | grade 304 or 316 preferred | |
| 5 | Controller Unit Cabinet for AR: | - | - |
| 5.1 | Is the cabinet that house equipment for protection and control mounted independently of the AR? | YES | |
| 5.2 | Does the cabinet have front access by means of a hinged door? | YES | |
| 5.3 | Is the housing of a durable and vandal proof construction providing adequate protection against mechanical damage | YES | |
| 5.4 | Is it a flush-mounted door? | YES | |
| 5.5 | What are the control cubicle dimensions? | -- | Width: Height: Depth: |
| 5.6 | State the IP rating of the cabinet to protect against dust and water ingress as defined in SANS/IEC 60529. | At least IP 54 | |
| 5.7 | Provide details of the design elements of the cabinet to prevent moisture condensation and to prevent ingress of vermin. | extruded air vents with a mesh on the underside | * |
| 5.8 | Is there provision in the cabinet to mount the user's data communication equipment, with easy access, as specified under the Tele-control requirements? | YES | |
| 5.9 | Has the supplier ensured that the equipment housed in the control cabinet can withstand direct solar radiation without causing failure or mal-operation (or both). | YES | |
| 5.10 | Is the cabinet supplied with a mounting bracket? | YES | |
| 5.11 | What material are the cabinets manufactured of? | aluminium or stainless steel (grades 304 or 316) | |
| 5.12 | What is the mounting bracket made of? | stainless steel, or as a minimum Mild steel hot-dip galvanized to SANS 121 | |
| 5.13 | Specify the grade of stainless steel supplied as this is regarded as for coastal environments. | grade 304 or 316 preferred | |

| Ref | Description | Requirement | Offered |
|--------|--|---|---------|
| 5.14 | Are all cubicle wiring brought to terminal blocks and neatly run and securely fixed in cleats or PVC trunking in such a manner that, wiring can be checked without removing cleats? | YES | |
| 5.15 | Are all auxiliary and ancillary components clearly labelled including all fuses, circuit breakers, output contacts, etc. indicating, where necessary, the purpose and service positions? | YES | |
| 5.16 | Are circuits working at different voltages adequately segregated and labelled? | YES | |
| 5.17 | AR-controller interconnection cable: | - | - |
| 5.17.1 | Is the interconnection provided for connecting the AR to the control cabinet ultraviolet-resistant and 7 m long? | YES | |
| 5.17.2 | Is it possible to disconnect the interconnection at the AR and controller while the AR is connected to the power system, without causing damage or maloperation? | YES | |
| 5.17.3 | Does the AR controller detect disconnection of the interconnection as the controller not being healthy? | YES | |
| 6 | Power Supplies | - | - |
| 6.1 | Does the recloser controller have an integral Primary MV power supply? | YES | |
| 6.2 | Can the pole-mounted auto recloser to be installed as an independent unit in remote areas without requiring any additional separate MV to LV transformers or off-unit power sources. | YES | |
| 6.3 | Is this Primary power supply a VT or another type of device? Name and describe if another device. | | |
| 6.4 | Is this device screened and unscreened for the MV voltage? | --- | |
| 6.5 | Is the power supply a VT integrated into the Recloser or is it a VT attached to the recloser or recloser bracket or is it a VT attached to the recloser or recloser bracket | Indicate which of these options is applicable | |
| 6.6 | Is the primary power supply electrically connectable to the line side of the recloser on the MV side. | YES | |
| 6.7 | Is the lower supply voltage cable connected to the recloser controller: via the circuit breaker module or is directly connected to the Auto Recloser Controller | Indicate which of these options is applicable | |
| 6.8 | With the primary MV power supply unit installed, what are the MV phase to phase and phase to ground clearances of the unit | | |
| 6.8.1 | Is a drawing with the clearances indicated on attached? | YES | |
| 6.9 | Is a backup DC supply, provided? | YES | |
| 6.9.1 | Is it possible to trip the AR electrically from the control whilst the primary supply is de-energized? | YES | |
| 6.9.2 | Does the AR control system prevent the circuit-breaker from closing if the battery does not have enough stored energy to open the circuit-breaker for a protection trip condition? | YES | |
| 6.10 | Is a battery and charger monitoring function provided? | YES | |
| 6.11 | Does the indication of "Battery Low" status allow for a further ten (10) AR operations? | YES | |

| Ref | Description | Requirement | Offered |
|----------|--|-------------|---------|
| 6.12 | Is a charger supplied that is appropriate to the type of battery incorporating measures to ensure optimum battery life? | YES | |
| 6.13 | Is the offered battery of an Advanced Glass Mat (AGM) type that complies with the requirements of the standard specification for Valve-regulated Lead-acid Cells? | YES | |
| 6.14 | If any other battery technology is offered, state the technology and the relevant IEC / SANS standards that it complies with here. | - | * |
| 6.15 | Is the Battery rated to keep the connected load equipment powered and ensure that all other required actions can still be supported for a minimum of 24h at the minimum specified operating temperature? | YES | |
| 6.16 | Can the battery support the following actions: | - | - |
| 6.16.1 | 10 AR operations? | YES | |
| 6.16.2 | Radio operation? | YES | |
| 6.16.3 | At least five consecutive close operations and five consecutive open operations during the last 50% of useful capacity? | YES | |
| 6.16.4 | An orderly IRTU shutdown when the battery voltage reaches the manufacturer's specified minimum limit? | YES | |
| 6.16.5 | What is the minimum guaranteed battery life expectancy in years? | 10 | |
| 6.17 | Is the integrated charger rated to power all the electronic modules, operate the AR (tripping and closing) and power the data communication equipment? | YES | |
| 6.18 | What is the control circuit voltage V | xxxx | |
| 7 | Electronic Control Equipment | | |
| 7.1 | Do electronic modules perform continuous diagnostic monitoring with hardware and software watchdog checking? | YES | |
| 7.2 | Is the CPU monitored by an independent hardware watchdog circuit which performs a complete reset of the recloser control on a CPU malfunction? | YES | |
| 7.3 | Is trip circuit supervision provided that functions in the circuit-breaker open and closed positions. | YES | |
| 7.4 | Is the recloser control equipped with a battery backed up real time clock with leap year support? | YES | |
| 8 | Protection characteristics | | |
| 8.1 | Is Harmonic current inrush restraint protection offered? Describe method. | YES | * |
| 8.2 | Are the earth fault (E/F) and sensitive earth fault (SEF) functions equipped with harmonic filtering to prevent operation when harmonics are present in the primary residual earth currents? | YES | |
| 8.3 | Is the sequence of the trip and auto-recloser characteristics for O/C, E/F and SEF programmable? | YES | - |
| 8.4 | Does the IDMTL protection include a disc reset timer? | --- | |
| 8.5 | Is a zone sequence co-ordination (ZSC) feature provided? | YES | |
| 8.6 | Is an Overcurrent Protection function provided | YES | |
| 8.7 | Is delayed O/C protection operation possible by selecting IDMTL with normal inverse (N1), very inverse (VI) or extremely inverse (EI) curves, user definable curves, or a curve from an alternate setting group? | YES | |

| Ref | Description | Requirement | Offered |
|-----------|---|--------------------------|---------|
| 8.9 | Is rapid O/C protection operation possible by selecting a fast curve or an instantaneous protection element? | YES | |
| 8.10 | Is there provision of a low set definite time (LSDT) element? | YES | |
| 8.11 | Is a high-set instantaneous element with a selectable time delay provided? | YES | |
| 8.12 | Is a cold load pick-up feature that allows user selectable modification of protection element characteristics under conditions of system energizing provided? | YES | |
| 8.13 | Is there an Earth Fault function to detect primary E/F currents? | YES | |
| 8.14 | Is delayed E/F protection operation possible by the selection of an IDMTL element with NI, VI or EI curve, | YES | |
| 8.15 | Is a high-set instantaneous E/F element with a selectable time delay provided? | YES | |
| 8.16 | Is a Sensitive Earth Fault function provided? | YES | |
| 8.17 | Is a Hot Line Tag function to assist live-line work supplied as standard? | — | |
| 8.18 | Are the number of sequential trips to reach lockout selectable to be 1, 2, 3 or 4. | YES | |
| 8.19 | Are dead times separately selectable for SEF and the combination of O/C and E/F functions? | YES | |
| 8.20 | Is a Live Load Blocking feature supplied as standard? | Preferred | |
| 8.21 | Is a Negative Phase Sequence Protection feature supplied as standard? | — | |
| 8.22 | Is under- and over-frequency protection functionality supplied as standard? | preferred | |
| 8.23 | Does the voltage protection function have an over- and an under-voltage setting and a DTL timer. | YES | |
| 8.24 | Is a Loop Automation Function supplied as standard? | — | |
| 9 | Statistical measurement functions | - | - |
| 9.1 | Can measurements be done using one of the following methods: | - | - |
| 9.1.1 | (i) the three-phase three-wire method; or | — | |
| 9.1.2 | (ii) the three-phase four-wire method. | — | |
| 9.2 | Specified Accuracies for quantities measured or calculated are: | - | - |
| 9.2.1 | a) The RMS phase-to-phase and phase-to-neutral voltage of all three phases; | ±2 % of AR rated voltage | |
| 9.2.2 | b) the RMS current per phase, range 0 to 1,1 x Ifull load: | ±2 % (Ifull load) | |
| 9.2.3 | c) the three-phase active power, in kW: | ± 3 % | |
| 9.2.4 | d) the three-phase reactive power, in kVAr: | ± 3 % | |
| 9.2.5 | e) the total three-phase active energy, in kWh: | ± 3 % | |
| 9.2.6 | f) the power factor: | ± 3 % | |
| 9.3 | Specified Accuracies for the RMS peaks for items (a), (b) and (f) as indicated above: | ± 3 % | |
| 9.4 | Specified Accuracy for the maximum demand for items (c), (d) and (e) as indicated above: | ± 3 % | |
| 10 | Local control engineering requirements | - | - |
| 10.1 | Does the AR controller have a real time clock with leap year support and that can be set at site? | YES | |
| 10.2 | State the accuracy of the clock. | — | |
| 10.3 | Does the circuit-breaker have an external lever to permit manual operation, using an insulated operating stick, to open and automatically lock-out the circuit-breaker from ground level? | YES | |

| Ref | Description | Requirement | Offered |
|-----------|---|-----------------------------|---------|
| 10.4 | Is the circuit-breaker status clearly visible from ground level?. Alternative indications shall be subject to approval of the Engineer. | YES | |
| 10.5 | Is an external interface module, suitable for the receipt of an external trip and close signal, provided as an optional accessory? | | |
| 10.6 | Is the non-volatile memory storage sized to store the following minimum data: | - | |
| 10.6.1 | (i) all operating and protection parameters; | YES | |
| 10.6.2 | (ii) an event record that contains: (a) the last 50 occurrences of changes to the AR control or indication status (for the type of record specified, provide details); and (b) at least the last 50 protection operation events (a protection event being defined as all operations in a sequence until successful sequence reset or lock-out), and including O/C, E/F and SEF phase affected and magnitude of fault current; the number of protection events of the phase-affected and fault current | - (a) YES (b) YES | |
| 10.7 | What acceptable formats for the data exchange are supported: | - | |
| 10.8 | Are Microsoft Excel-based setting sheets provided for the auto-recloser with separate columns for the setting name, actual setting and setting range and step sizes.. | YES | |
| 10.9 | Is a setting template for application with DigSilent StationWare settings management software provided? | YES | |
| 10.10 | Is the non-volatile memory storage sized to store the following data as a minimum: (i) all operating, protection and telecontrol parameters; (ii) all metering data as defined (iii) all event records as defined and (iv) all counters as defined. | YES | |
| 10.11 | Does the AR include a sequence of event recorder that can log any settings change; settings group change; protection pickup or trip operation; or change in circuit-breaker and/or input and output status, as well as local and remote control actions (both manual and automatic)? | YES | |
| 10.12 | Is an operations counter provided. | - | - |
| 10.13 | Is a duty cycle record provided. | - | - |
| 10.14 | How many independent RS-232 or USB communication ports that allows simultaneous operation are provided? | Min 1 | |
| 10.15 | Are additional RS-232 communication ports provided? | - | - |
| 10.16 | Is a configuration port provided on the front panel of the recloser control to facilitate local configuration? | YES | |
| 10.17 | Are dongles required. | NO | |
| 11 | Remote Engineering requirements | - | - |
| 11.1 | Is provision made in the bottom entry gland plate for two keyed holes for the external antenna connections? (Note that the antenna, coax, bulk-head connector and internal coaxial fly-lead are not part of this specification.) | YES | |
| 11.2 | Is the IRTU capable of supporting all indications, controls analogues and counters specified? | YES | |
| 11.3 | Are all settings pertaining to inputs and outputs (internal and external) on a per item basis? | YES | |

| Ref | Description | Requirement | Offered |
|-----------|---|--------------------|---------|
| 11.4 | Is each indication configurable to provide time stamping of status changes with an accuracy of 10ms or better with respect to the clock? | YES | |
| 11.5 | How many external indication inputs that can sense the state of a potential free contact are provided | Min 2 (prefer 4) | |
| 11.6 | Does the IRTU have the ability to sense and report, via the communications protocol, the status of an external third-party device such as a fault path indicator? | YES | |
| 11.7 | Does the control output sub-system support both Direct-Operate and Select-Before-Operate controls? (The selection of type will be made at the master station.) | YES | |
| 11.8 | Will the failure of any one component, under any conditions, result in an undesired control output? | NO | |
| 11.9 | How many counters of a minimum of 16 bits are provided? | Min 2 (prefer 4) | |
| 11.10 | Is at least one counter capable of capturing all trips? | YES | |
| 11.11 | Do all analogues have a resolution of at least 16 bits? | YES | |
| 12 | Communication requirements | - | - |
| 12.1 | Is the communications system modular and flexible with regard to functional configuration? | YES | |
| 12.2 | Considering the IRTU to be a DTE, will any Data Communications Equipment (e.g. telephone modems, radio modem etc.) be physically separable from the DTE to allow City of Cape Town to supply or select the appropriate DCE? | YES | |
| 12.3 | Have the control cabinet and associated electronics been type tested in accordance with UNIPED NORM(SPEC)13 (1995): Automation and Control Apparatus for Generating Stations and Substations: Electromagnetic Compatibility Immunity Requirements? (The environment shall be considered as falling in the HV substation category, according to NORM(SPEC)13.) | YES | |
| 12.4 | Is space and a mounting plate provided on which to mount all the following data communications equipment simultaneously; one radio modem measuring 190 x 170mm foot print, 62mm high and weighing 1.6 kg, two cell phone modems each measuring 130 x 90mm foot print, 40mm high and weighing 0.5 kg. | YES | |
| 13 | Telecontrol protocol | - | - |
| 13.1 | Does the DNP3 implementation conform to Subset Level 3 as prescribed in the "DNP3 Specification Volume 8 Spec – Interoperability-20070220"? | YES | |
| 13.2 | Does the IRTU provide support for a slave implementation of (a) DNP3-s007, and (b) IEC 60870-5-101? | (a) YES (b) YES | |
| 13.3 | Is compliance proven by certification for: | YES | |
| | DNP3 Level 2 Compliance | | |
| | DNP3 Level 3 Compliance | | |
| | IEC 60870-5-101 Compliance | | |
| | IEC 60870-5-104 Compliance | | |
| 13.4 | Does the DNP3 implementation support both Data Link and Application Layer retries? | YES | |
| 14 | Configuration Software and Firmware | - | - |
| 14.1 | Is the AR fully configurable from a PC, utilising the configuration software. | YES | |

| Ref | Description | Requirement | Offered |
|-----------|---|-------------|---------|
| 14.2 | Is the configuration software included as part of the package at no additional cost. | YES | |
| 14.3 | Can it to be loaded on as many computers as required by the City. | YES | |
| 14.4 | Does the software require a special key or dongle? | NO | |
| 14.5 | Will all future versions and releases of software (i.e. after initial evaluation and acceptance) and firmware be made available to the City of Cape Town? | YES | |
| 15 | Commissioning, Maintenance, and Fault Finding | - | - |
| 15.1 | Does the wiring of serial cables in the control cabinet permit the connection of a temporary protocol monitor? | YES | |
| 15.2 | Is It possible to perform secondary injection testing while the AR is communicating with the Tele-control master? | YES | |
| 15.3 | Is it possible to disconnect the circuit-breaker and connect a circuit-breaker simulator to the recloser control for testing purposes? | YES | |
| 15.4 | It shall be possible to inject test signals to perform commissioning and diagnostic testing. | YES | |
| 15.5 | Is it possible to test the full functionality of the unit with a universal test set? | YES | |
| 15.6 | Is provision made in the control cabinet for individually isolating the power supply to and from: (i) the battery (ii) the battery charger; and (iii) the primary supply to the AR control electronics. | YES | - |
| 16 | ACCESSORIES AND TEST EQUIPMENT | - | - |
| 16.1 | Are there any special accessories, tools training aids or test equipment that are considered essential for the installation, operation or maintenance of the offered equipment? | — | |
| 16.2 | Are they listed in the Pricing Schedule under the spare parts? | — | |
| 17 | COMPLIANCE | - | - |
| 17 | Has the AR been Type Tested in accordance with the requirements of either: SANS/IEC 62271-111 or ANSI/IEEE C37.60, and/or SANS/IEC 61000-4-6? | YES | |
| 17.1 | Does all offered equipment comply fully with this Specification? | YES | |
| 17.2 | Does the equipment manufacturer(s) have proven and acceptable experience in the manufacture of equipment of the type offered, and a service record thoroughly demonstrating the reliability and quality of the equipment offered? | YES | |
| 17.3 | Are the equipment offered the manufacturer's standard equipment? | YES | |
| 17.4 | Are they based on proven design and construction methods and principles? | YES | |
| 17.5 | Is the manufacturer's quality assurance system approved in terms of: SANS/ISO 9001 | YES | |
| 17.5.1 | or is an alternative quality assurance system presented for acceptance by the Engineer. | — | * |

| Ref | Description | Requirement | Offered |
|------|--|-------------|---------|
| 17.6 | Is a copy of the registration certificate applicable for each item of the specification submitted with the tender? | YES | * |
| 18 | Does all apparatus and materials supplied comply with the current requirements of the Republic of South Africa's Occupational Health and Safety Act, Act 85 of 1993 as amended, and the Regulations issued thereunder and any regulations issued in modification or substitution thereof, and in addition, with any other requirements having the force of law to which the Municipality is subject? | YES | |

SIGNED ON BEHALF OF TENDERER:

Schedule 13C: Details of Manufacturer's Quality System and Manufacturing and After Sales Facilities in South Africa
(To be completed by Tenderer)

| | DESCRIPTION | OFFERED |
|------|---|---------|
| 1 | Manufacturer (OEM): | |
| 1.1 | Name | |
| 1.2 | Factory Address | |
| 1.3 | Telephone Number | |
| 1.4 | Total years established Years | |
| 1.5 | Total years manufacturing specified equipment (attach detail) Years | |
| 1.6 | Total Skilled Staff employed by Manufacturer at above premises | |
| 1.7 | Total Administrative Staff employed by Manufacturer | |
| 1.8 | Factory total floor area m ² | |
| 1.9 | Current factory monthly capacity for items offered | |
| 1.10 | Planned factory monthly manufacturing capacity for this contract | |
| 2 | Manufacturer Quality Assurance System: | |
| 2.1 | Is QA system approved in terms of SANS/ISO 9001 (or equivalent)? | YES/NO* |
| 2.2 | If yes, state registration certificate No. | |
| 2.3 | Manufacturer SANS/ISO 9001 (or equivalent) certificate attached? | YES/NO* |
| 2.4 | Manufacturer QA Plan and Company Organigram attached? | YES/NO* |
| 3 | Tenderer name (If different from Manufacturer) | |
| 3.1 | Tenderer Address | |
| 3.2 | Telephone Number | |
| 3.3 | Tenderer total years established Years | |
| 3.4 | Is the Tenderer Certified and Skilled to provide support for the equipment offered. (This statement has to be supported by a letter from the manufacturer.) | |
| 3.5 | Total Skilled Support Staff employed by Tenderer | |
| 3.6 | Total Administrative Staff employed by Tenderer | |
| 3.7 | Tenderer QA Plan and Company Organigram attached?" | |

SIGNED ON BEHALF OF TENDERER:

Schedule 13D: Schedule of Manufacturer's Experience (To be completed by Tenderer)

The Tenderer shall insert in the spaces provided below a list of contracts awarded to the **Manufacturer** in the past 10 years for equivalent items to this contracts currently being undertaken.

| EMPLOYER / CLIENT (NAME, TEL No. AND FAX No.) | DESCRIPTION OF EQUIPMENT SUPPLIED | VALUE OF WORK R(m) | DURATION OF CONTRACT | COMPLETION DATE |
|---|--------------------------------------|--------------------------|-------------------------|--------------------|
| COMPLETED CONTRACTS | | | | |
| | | | | |

Append additional pages if required. No of pages appended

Note: Tenderers who are not the Original Equipment Manufacturers (OEMs) of the Goods detailed in the Price Schedule are to fill in the above schedule with regard to the OEM and shall in addition append details of their particular experience as authorised resellers or distributors of the Goods.

SIGNED ON BEHALF OF TENDERER:

Schedule 13E: Departures from the Requirements of the Specification
 (To be completed by Tenderer)

| Clause | Departures from the requirements of this Specification with details of alternative proposals |
|--------|--|
| | |

Note: If the above is insufficient the Tenderer shall complete the Schedule by affixing completed numbered copies of Schedule 13E.

SIGNED ON BEHALF OF TENDERER:

Schedule 13F: OEM Support and Quality Certification

(To be completed by Tenderer for each OEM)

Tenderer has to confirm the chain of support from each Manufacturer/OEM to the contractor with regard to every item offered and complete this schedule for each OEM.

| | |
|--|--|
| Are you as Tenderer the Manufacturer (OEM) of the items offered? <div style="text-align: right;">YES / NO:</div> | |
| The Tenderer must supply an ISO9001 certificate from Manufacturer (OEM). Manufacturer (OEM) ISO 9001 (or equivalent) Certificate no. and expiry date: | |
| If the Tenderer is not the Manufacturer (OEM), are the items for this tender procured directly from the OEM <div style="text-align: right;">YES / NO:</div> <div style="text-align: right;">List applicable items:</div> | |
| The Tenderer must attach a Letter of Authority (support letter) from the Manufacturer (OEM) to the Tenderer, with date, Tender reference indicating authorization from OEM for the Tenderer to submit a bid for this tender and commitment to support the Tenderer for the duration of this tender. Reference number and date of Manufacturer (OEM) Letter of Authority: | |
| Who is going to provide the technical support/backup for the tendered items? Name of entity providing technical support: | |
| The Tenderer to indicate backup or support with either a support letter from the OEM to the Tenderer (dated and with Tender reference) indicating the process for technical backup/support or either the OEM providing support or their agreement for an alternative process. Reference number and date of document: | |
| If technical support is not by the OEM, then The Tenderer must supply an ISO9001 (or equivalent) certificate from entity providing the technical support ISO 9001 (or equivalent) Certificate no and expiry date: | |
| If the Tenderer is not the OEM, are the items for this tender procured from a Supplier of the manufacturer (OEM) <div style="text-align: right;">YES / NO:</div> <div style="text-align: right;">name of supplier:</div> <div style="text-align: right;">list applicable items:</div> | |
| The Tenderer must attach a Letter of Authorization from the OEM to the Supplier indicating authorization from OEM for the Supplier for the duration of this tender. Reference number and date of Letter of Authority: | |
| The Tenderer must supply for the Supplier either a formalised quality plan to ensure the correctness of orders and quality of items on orders and manage deviations or an ISO9001 certificate. Supplier Formal Quality Plan document name or ISO 9001 (or equivalent) Certificate no.: | |
| The Tenderer must supply either a formalised Quality Plan to ensure the correctness of orders, quality of supplied items and manage deviations or the Tendering entity can supply their ISO9001 certification. Tenderer Quality Plan document name or ISO 9001 (or equivalent) Certificate no.: | |

SIGNED ON BEHALF OF TENDERER:

.....

Schedule 13G: Type Test Report Summary Sheet

The tenderer shall complete this fully for each item offered.

| Test | Report No. / Date | Test Facility | Comments: In summary, to what levels does the offered equipment comply with | Report attached YES / NO |
|---|----------------------|---------------|--|--------------------------------|
| <i>Auto Recloser Type Testing in accordance with the requirements of either SANS/IEC 62271-111 or ANSI/IEEE C37.60, and SANS/IEC 61000-4-6</i> | | | | |
| Interrupting performance (automatic operation) | | | | |
| Interrupting performance (manual operation) | | | | |
| Standard operating duty | | | | |
| Making Current | | | | |
| Minimum tripping current | | | | |
| Insulation (dielectric tests) | | | | |
| Radio interference voltage | | | | |
| Temperature rise | | | | |
| Mechanical Operations | | | | |
| Control Equipment Surge Withstand Capability | | | | |
| Electromagnetic compatibility (EMC) (SANS/IEC 61000-4-6) | | | | |
| Out of Phase | | | | |
| <u>Bushing pollution performance:</u> (refer to Specification: 8.4.5) KIPTS Certificate for Bushings for natural aging and pollution performance OR KIPTS Certificate for Auto Recloser OR IEC 62217 1000 hour Salt fog test compliance Certificate for Very Heavy pollution environment | | | | |
| Control relay test | | | | |
| Protection Curve tests in accordance with IEC 60255 & SANS 62271-111 | | | | |

Submit copies of the cover sheet and the pages of each type test certificate that are necessary to confirm the equipment tested, the tests conducted, the applicable standard and the results. (Non-applicable type test certificates should not be submitted.)

Number of sheets, appended by the Tenderer to this Schedule (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER:

Schedule 13H: RTU Compliance Certification

(The tenderer shall provide a separate summary sheet for each AR offered.)

| Protocol | Certificate No. / Date | Certification Authority | Comments: In summary, to what levels does the offered equipment comply with | Certificate or Result Summary (NOT FULL REPORT) attached YES / NO |
|--|------------------------|-------------------------|--|---|
| Compliance of the offered RTU to the following protocols must be certified. | | | | |
| DNP3 Level 2 Compliance Certificate (based on the verification with the DNP3 Conformance Test Suite (CTS)) | | | | |
| DNP3 Level 3 Compliance Certificate (based on the verification with the DNP3 Conformance Test Suite (CTS)) | | | | |
| IEC 60870-5-101 Compliance Certificate (based on the verification with the IEC 60870-5-101 Conformance Test Suite (CTS)) | | | | |
| IEC 60870-5-104 Compliance Certificate (based on the verification with the IEC 60870-5-104 Conformance Test Suite (CTS)) | | | | |

Submit copies of ONLY the cover sheet and ONLY the pages of each test certificate that are necessary to confirm the equipment tested, the tests conducted, the applicable standard and the results.

(Non-applicable type test certificates should not be submitted.)

Number of sheets, appended by the Tenderer to this Schedule (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER:

Schedule 13I: Drawing Summary Sheet


The tenderer shall complete this fully for each item offered.

| Required Drawings | Comments: | Drawing Name and version |
|---|-----------|--------------------------|
| 1. Circuit-breaker: | | |
| 1.1 Dimensioned general arrangement outline drawing of the circuit-breaker, showing all operating and test facilities, cable clamping, cable termination arrangements and clearances. | | |
| 1.2 Dimensioned drawing of the Integral or attached MV Power Supply of the circuit-breaker. | | |
| 1.3 Dimensioned drawing of the circuit-breaker's mounting bracket. | | |
| 1.4 Dimensioned drawing of bushing and terminal clamp/arrangement. | | |
| 1.5 Dimensioned drawing of surge arrester mounting bracket. | | |
| 1.6 Dimensioned drawing of the circuit-breaker with surge arresters fitted, using the surge arrester dimensions given in NRS 036. The minimum phase-to-earth clearances shall be indicated on the drawing. The Integral or attached MV Power Supply and external voltage sensors (if applicable) shall also be indicated on the drawing. | | |
| 1.7 Drawing of the circuit-breaker's rating plate | | |
| 2. Recloser control | | |
| 2.1 Dimensioned general arrangement outline drawing of the control cabinet, also showing operating and test facilities fully dimensioned relative to the ground level and the front of the unit, in the service configuration of the unit. | | |
| 2.2 Dimensioned drawing of the control cabinet's mounting bracket. | | |
| 2.3 Dimensioned drawing of control cabinet's internal layout. | | |
| 2.4 Drawing of the front panel layout. | | |
| 2.5 Dimensioned drawing of allocated space for the user's communication equipment. | | |
| 2.6 Drawing of the control cabinet's rating plate. | | |
| 3. Schematics | | |
| 3.1 Internal components and wiring diagram of the circuit-breaker. | | |
| 3.2 Modules and wiring diagram of the recloser control. | | |
| 3.3 Module sub-rack and recloser control wiring diagram including functions and designations of the terminal blocks/connectors. | | |
| 3.4 Control cable pin-outs. | | |
| 3.5 Details of terminals and terminal connectors. | | |
| 3.6 Block schematic diagrams showing the functional arrangement of the IRTU system. | | |
| 3.7 Functional diagrams showing the overall operation of the equipment. | | |
| 3.8 Interlocks and protection scheme. | | |

Drawings for approval shall be submitted in duplicate as black line prints on a light background. (Non-applicable drawings should not be submitted.)

Number of sheets, appended by the Tenderer to this Schedule (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER:

| | | | |
|---|--|---|----------------|
| TENDER DOCUMENT GOODS AND SERVICES | |  <div>CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD</div> | |
| SUPPLY CHAIN MANAGEMENT | | | |
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TENDER NO: 57G/2023/24

TENDER DESCRIPTION: MANUFACTURE, TESTING, SUPPLY AND DELIVERY OF 12KV POLE-MOUNTED AUTO-RECLOSERS

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

VOLUME 3: DRAFT CONTRACT

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

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

VOLUME 3: DRAFT CONTRACT

(7) SPECIAL CONDITIONS OF CONTRACT

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

1. Definitions

Delete Clause 1.15 and substitute with the following

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

Delete Clause 1.19 and substitute with the following

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

Delete Clause 1.21 and substitute with the following:

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

Add the following after Clause 1.25:

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

3. General Obligations

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

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

3.5 The **supplier** shall:

3.5.1 Arrange for the documents listed below to be provided to the Purchaser prior to the issuing of the order:

- a) Proof of Insurance (Refer to Clause 11) or Insurance Broker's Warrantee
- b) Letter of good standing from the Compensation Commissioner, or a licensed compensation insurer (Refer to Clause 11)
- c) Initial delivery programme
- d) Other requirements as detailed in the tender documents

3.5.2 Only when notified of the acceptance of the bid by the issuing of the order, the supplier shall commence with and carry out the delivery of the goods in accordance with the contract, to the satisfaction, of the purchaser

3.5.3 Provide all of the necessary materials, labour, plant and equipment required for the delivery of the goods including any temporary services that may be required

3.5.4 Insure his workmen and employees against death or injury arising out of the delivery of the goods

3.5.5 Be continuously represented during the delivery of the goods by a competent representative duly authorised to execute instructions;

3.5.6 In the event of a loss resulting in a claim against the insurance policies stated in clause 11, pay the first amount (excess) as required by the insurance policy

3.5.7 Comply with all written instructions from the purchaser subject to clause 18

3.5.8 Complete and deliver the goods within the period stated in clause 10, or any extensions thereof in terms of clause 21

3.5.9 Make good at his own expense all incomplete and defective goods during the warranty period

3.5.10 Pay to the purchaser any penalty for delay as due on demand by the purchaser. The supplier hereby consents to such amounts being deducted from any payment to the supplier.

3.5.11 Comply with the provisions of the OHSA Act & all relevant regulations.

3.5.12 Comply with all laws relating to wages and conditions generally governing the employment of labour in the Cape Town area and any applicable Bargaining Council agreements.

3.5.13 Deliver the goods in accordance with the contract and with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.

3.6 The **purchaser** shall:

3.6.1 Issue orders for the goods required under this Contract. No liability for payment will ensue for any work done if an official purchase order has not been issued to the supplier.

3.6.2 Make payment to the **supplier** for the goods as set out herein.

3.6.3 Take possession of the goods upon delivery by the supplier.

3.6.4 Regularly inspect the goods to establish that it is being delivered in compliance with the contract.

3.6.5 Give any instructions and/or explanations and/or variations to the supplier including any relevant advice to assist the supplier to understand the contract documents.

3.6.6 Grant or refuse any extension of time requested by the supplier to the period stated in clause 10.

3.6.7 Inspect the goods to determine if, in the opinion of the purchaser, it has been delivered in compliance with the contract, alternatively in such a state that it can be properly used for the purpose for which it was intended.

3.6.8 Brief the supplier and issue all documents, information, etc. in accordance with the contract.

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

Add the following after clause 5.4:

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

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

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

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

5.8 Intellectual Property

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

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

5.8.3 The supplier shall, and warrants that it shall:

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

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

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

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

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

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

5.8.4 The supplier represents and warrants to the Employer that, in providing goods, services or both, as the case may be, for the duration of the contract, it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Employer from any claims,

liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the supplier of any third party's Intellectual Property rights.

- 5.8.5 In the event that the contract is cancelled, terminated, ended or is declared void, any and all of the Employer's Intellectual Property, and any and all information and data related thereto, shall be immediately handed over to the Employer by the supplier and no copies thereof shall be retained by the supplier unless the Employer expressly and in writing, after obtaining due internal authority, agrees otherwise.

7. Performance Security

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

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

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

10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

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

11. Insurance

Add the following after clause 11.1:

- 11.2 Without limiting the obligations of the supplier in terms of this contract, the supplier shall effect and maintain the following additional insurances:
- a) Public liability insurances, in the name of the supplier, covering the supplier and the purchaser against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract, in an amount not less than **R20 million** for any single claim;
 - b) Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the supplier, comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity;
 - c) Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the bidder's broker or the insurance company itself (see **Proof of Insurance / Insurance Broker's Warranty** section in document for a pro forma version).

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

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

15. Warranty

Add to Clause 15.2:

- 15.2 This warranty for this contract shall remain valid for **six (6) months** after the goods have been delivered.

16. Payment

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

- 16.1 Payment of invoices will be made within 30 days of receiving the relevant invoice or statement, unless otherwise prescribed for certain categories of expenditure or specific contractual requirements in accordance with any other applicable policies of the City. All completed invoices for goods and services will be paid on a weekly basis and construction related invoices will be paid daily.

Notwithstanding anything contained above, the City shall not be liable for payment of any invoice that pre dates the date of delivery of any goods or services, or the date of certification for construction works.

Should the processing of a payment be delayed due to the late submission of documentation, any penalties imposed will be for the account of the functional business area. Any queries will also be referred to such line department.

No official shall commit Council to making a payment outside the scheduled payment terms.

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

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

Add the following after clause 16.4

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

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

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

17. Prices

Add the following after clause 17.1

Refer to **Volume 2 - Schedule 8: Contract Price Adjustment and/or Rate of Exchange Variation**

18. Contract Amendments

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

18. Contract Amendments and Variations

Add the following to clause 18.1:

Variations means changes to the goods, extension of the duration or expansion of the value of the contract that the purchaser issues to the supplier as instructions in writing, subject to prior approval by

the purchaser's delegated authority. Should the supplier deliver any goods not described in a written instruction from the purchaser, such work will not become due and payable until amended order has been issued by the purchaser.

20. Subcontracts

Add the following after clause 20.1:

- 20.2 The supplier shall be liable for the acts, defaults and negligence of any subcontractor, his agents or employees as fully as if they were the acts, defaults or negligence of the supplier.
- 20.3 Any appointment of a subcontractor shall not amount to a contract between the CCT and the subcontractor, or a responsibility or liability on the part of the CCT to the subcontractor and shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

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

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

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

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

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

22. Penalties

Delete clause 22.1 and replace with the following:

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum as stated herein for each day of the delay until actual delivery or performance.

In the event that the actual delivery for goods ordered in terms of this tender exceeds the contracted delivery period, a penalty of 0.5% per week of the value of the overdue goods will be imposed. No such penalties shall exceed 10% of the value of the overdue goods concerned.

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

23. Termination for default

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

23. Termination

Add the following to the end of clause 23.1:

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

Add the following after clause 23.7:

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

26. Termination for insolvency

Delete clause 26.1 and replace with the following:

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

27. Settlement of Disputes

Amend clause 27.1 as follows:

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

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

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

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

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

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

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

28. Limitation of Liability

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

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

Add the following after clause 28.1:

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

- a) personal injury or loss of life to any individual;
- b) loss of or damage to property;

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

28.3 The supplier and/or its employees, agents, concessionaires, suppliers, sub-contractors or customers shall not have any claim of any nature against the purchaser for any loss, damage, injury or death which any of them may directly or indirectly suffer, whether or not such loss, damages, injury or death is caused through negligence of the purchaser or its agents or employees.

28.4 Notwithstanding anything to the contrary contained in this Contract, under no circumstances whatsoever, including as a result of its negligent (including grossly negligent) acts or omissions or those of its servants, agents or contractors or other persons for whom in law it may be liable, shall any party or its servants (in whose favour this constitutes a *stipulatio alteri*) be liable for any indirect, extrinsic, special, penal, punitive, exemplary or consequential loss or damage of any kind whatsoever, whether or not the loss was actually foreseen or reasonably foreseeable), sustained by the other party, its directors and/or servants, including but not limited to any loss of profits, loss of operation time, corruption or loss of information and/or loss of contracts.

28.5 Each party agrees to waive all claims against the other insofar as the aggregate of compensation which might otherwise be payable exceeds the aforesaid maximum amounts payable.

31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

31.1 Any notice, request, consent, approvals or other communications made between the Parties pursuant to the Contract shall be in writing and forwarded to the addresses specified in the contract and may be given as set out hereunder and shall be deemed to have been received when:

- a) hand delivered – on the working day of delivery
- b) sent by registered mail – five (5) working days after mailing
- c) sent by email or telefax – one (1) working day after transmission

32. Taxes and Duties

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

In this regard, it is the responsibility of the supplier to submit documentary evidence in the form of a valid Tax Compliance Status PIN number issued by SARS to the CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel: 021 400 9242/3/4/5).

Add the following after clause 32.3:

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

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 34:

35. Reporting Obligations

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

36. Protection of personal information

36.1 The Supplier acknowledges that, for the purposes of this agreement, they may come into contact with or have access to personal information and other information that may be classified or deemed as private or confidential and for which Purchaser is responsible in terms of Protection of Personal Information Act ("POPIA"). Such personal information may also be deemed or considered as private and confidential as it relates to POPIA.

36.2 The Supplier agrees that they will at all times comply with POPIA and Purchaser's Privacy Notice, and that it shall only collect, use and process personal information it comes into contact with pursuant to this agreement in a lawful manner, and only to the extent required to execute the services, or to provide the goods and to perform their obligations in terms of the service level agreement.

36.3 The Supplier agrees that it shall put in place, and at all times maintain, appropriate physical, technological and contractual security measures to ensure the protection and confidentiality of the personal information that it, or its employees, its contractors or other authorised individuals comes into contact in relation to the service level agreement

36.4 The supplier agrees that it shall notify the Purchaser immediately where there are reasonable grounds to believe that the personal information of a data subject has been accessed or acquired by any unauthorised person.

36.5 Unless so required by law, the Supplier agrees that it shall treat the personal information as confidential and further not disclose any personal information as defined in POPIA to any third party without the prior written consent of the Purchaser.

36.6 The Supplier hereby indemnifies and holds the Purchaser harmless against all claims, losses, damages and costs of whatsoever nature suffered by the Purchaser arising from or in relation to the Supplier's (and/or its employees', agents' and sub-contractors') non-compliance with applicable data protection laws and/or other legislation.

36.7 The Supplier agrees that the Purchaser may conduct regular data protection audits on the Supplier and undertakes to give its full co-operation in this regard.

37. Performance Monitoring

37.1 As required by section 116(2)(b) of the Local Government: Municipal Financial Management Act 56 of 2003, the City shall monitor the performance of the supplier on at least a monthly basis, and the supplier agrees to provide the City with its full cooperation in this regard.

(8) GENERAL CONDITIONS OF CONTRACT

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

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1. Definitions

1. The following terms shall be interpreted as indicated:

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

major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.

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

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders, including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable, a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za.

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for the purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1, except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself, mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance Security

- 7.1 Within 30 (thirty) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in the SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

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

8. Inspections, tests and analyses

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

9. Packing

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in the SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in the SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in the SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of any other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than 30 (thirty) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in the SCC.

17. Prices

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

18. Contract Amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during the performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his or her discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure, outside of the contract, small quantities of supplies; or to have minor essential services executed if an emergency arises, or the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services, using the current prime interest rate, calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of Liability

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

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

29. Governing language

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

30. Applicable Law

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

31. Notices

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

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

32. Taxes and Duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

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

34.3 If a bidder(s) or contractor(s) has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding 10 (ten) years and/or claim damages from the bidder(s) or contractor(s) concerned.

(9) FORM OF GUARANTEE / PERFORMANCE SECURITY

NOT USED

ANNEXURE**LIST OF APPROVED FINANCIAL INSTITUTIONS**

The following financial institutions are currently (as at 28 February 2023) approved for issue of contract guarantees to the City:

1.1 National Banks

ABSA Bank Limited
 Firststrand Bank Limited
 Investec Bank Limited
 Nedbank Limited
 Standard Bank of South Africa Limited

1.2 International Banks (with branches in South Africa)

Barclays Bank PLC
 Citibank NA
 Credit Agricole Corporate and Investment Bank
 HSBC Bank PLC
 JPMorgan Chase Bank
 Societe Generale
 Standard Chartered Bank

1.3 Insurance Companies

American International Group Inc (AIG)
 Bryte Insurance Company Limited
 Coface SA
 Compass Insurance Company Limited
 Credit Guarantee Insurance Corporation of Africa Limited
 Guardrisk Insurance Company Limited
 Hollard Insurance Company Limited
 Infiniti Insurance Limited
 Lombard Insurance Company Limited
 Mutual and Federal Risk Financing Limited
 New National Assurance Company Limited
 PSG Konsult Ltd (previously Absa Insurance)
 Regent Insurance Company Limited
 Renasa Insurance Company Limited
 Santam Limited

**(10) FORM OF ADVANCE PAYMENT GUARANTEE
NOT USED**

(10.1) Advance Payment Schedule
NOT USED

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

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

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

I, , representing

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

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

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

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

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

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

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

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

Witness

Mandatory

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

Witness

for and on behalf of
City of Cape Town

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


Logo

Letterhead of supplier's Insurance Broker

Date _____

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

Dear Sir

TENDER NO.: **57G/2023/24**

TENDER DESCRIPTION: MANUFACTURE, TESTING, SUPPLY AND DELIVERY OF 12KV POLE-MOUNTED AUTO-RECLOSERS

NAME OF SUPPLIER: _____

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

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

Yours faithfully

Signed: _____

For: _____ (Supplier's Insurance Broker)

(13) SPECIFICATION(S)

SPECIFICATION CEE 64 FOR 12KV POLE-MOUNTED AUTO-RECLOSERS

1 SCOPE OF SPECIFICATION

- 1.1 This specification provides for the manufacture, testing, supply, delivery and off-loading of three-phase, outdoor pole-mounted auto-reclosers that have programmable protection features, local and remote control, **contain their own integral or attached 12kV power supply** (so that no external power supply source is needed, eg. separately mounted control-power transformers) and that are intended for source and down-line duty on distribution networks at nominal AC voltages of 12kV.

2 DEFINITIONS

- 2.1 The following definitions shall apply to this specification:

| | Term | Definition Description |
|-------|----------|--|
| 2.1.1 | Employer | Employer shall mean the City of Cape Town, represented by the Director Energy and Climate Change: Electricity Generation and Distribution and/or such other official or officials duly authorised thereto by the Director Energy: Electricity Generation and Distribution. |
| 2.1.2 | Engineer | Engineer shall mean the Director Energy and Climate Change: Electricity Generation and Distribution or his duly appointed representative, or a firm of Consulting Engineers or other body appointed to act on behalf of the Director Energy: Electricity Generation and Distribution. |

2.2 Technical Terms and Definitions

| | Term | Definition Description |
|--------|--|---|
| 2.2.1 | auto-recloser (AR) | A mechanical switching device that, after opening, closes automatically after a predetermined time. |
| 2.2.2 | auto-reclosing | The operating sequence of a mechanical switching device whereby, following its opening, it closes automatically after a predetermined time. [IEV 441-16-10] |
| 2.2.3 | bi-directional | The operation of a bi-directional AR is independent of the side to which the primary source is connected. |
| 2.2.4 | circuit-breaker | A mechanical switching device, capable of making, carrying and breaking currents under normal circuit conditions and also making, carrying for a specified time and breaking currents under specified abnormal circuit conditions such as those of short circuit. [IEV 441-14-20] |
| 2.2.5 | cold load pick-up (CLP) feature | A feature that allows modification of the overcurrent protection characteristics in order to prevent relay maloperation under conditions of system energisation. |
| 2.2.6 | data communication equipment (DCE) | Devices that provide the functions required to establish, maintain and terminate data transmission connection (e.g. radio, modem, etc.). |
| 2.2.7 | data terminal equipment (DTE) | Devices acting as a data source, or data sink, or both. |
| 2.2.8 | dead time | The time between the instant that the current is interrupted by the AR and the instant the close contact of the AR closes as a result of an automatic reclose operation. [IEV 448-04-09] |
| 2.2.9 | definite time lag (DTL) protection element | A protection element with a settable time delay that is constant above the pickup current setting. |
| 2.2.10 | delayed protection operation | The protection functionality enabling delayed circuit-breaker operation, whether this is due to an IDMTL or DTL protection element. |

| | Term | Definition Description |
|--------|---|--|
| 2.2.11 | disc reset time | The time required for the disc of an electromechanical IDMTL protection relay to turn back to its original position after it has turned to the position where a protection operation was initiated. |
| 2.2.12 | fast curve protection element | A family of curves with operating times approximately constant (slightly inverse) relative to the multiple of pick-up setting. |
| 2.2.13 | hot line tag (HLT) | A feature that assists live-line work by disabling all closing and reclosing and enabling a user configurable time-current curve for one trip to lockout. |
| 2.2.14 | Instantaneous protection element | An element with no intentional time delay active above a pre- determined pickup current setting. |
| 2.2.15 | inverse definite minimum time (IDMT) protection element | A protection element of which the minimum operating time is adjustable and is inversely proportional to the fault current. |
| 2.2.16 | Integrated Remote Terminal Unit (IRTU) | An integrated remote terminal unit is a microprocessor-controlled electronic device within a control device that interfaces objects in the physical world to a distributed control system or SCADA (supervisory control and data acquisition) system by transmitting telemetry data to a master system, and by using messages from the master supervisory system to control connected objects. |
| 2.2.17 | latched control | A single latching contact that produces one state of a control function when open and the other state when closed. For the purposes of this standard, this definition only refers to that type of Telecontrol protocol message, which contains the desired state of the control within the message. This type of control may only be used with integrated devices since physical latched contacts are considered unsafe. |
| 2.2.18 | local control | Control of an operation at a point on or adjacent to the controlled switching device. [IEV 441-16-06] |
| 2.2.19 | negative phase sequence (NPS) protection | Protection intended to operate when the negative sequence component of the system current phasors is in excess of a predetermined value. |
| 2.2.20 | negative sequence component | One of the three symmetrical sequence components which exists only in an unsymmetrical three-phase system of sinusoidal quantities and which is defined by the following complex mathematical expression: $X_2 = 1/3(XL_1 + a^2XL_2 + aXL_3)$ where a is the 120 degree operator, and XL_1 , XL_2 and XL_3 are the complex expressions of the phase quantities concerned, and where X denotes the system current or voltage phasors. [IEV 448-11-28] |
| 2.2.21 | pulsed control | A single momentary (normally open, non-latching) contact that produces only one state of a control function. On each closure of the contact the controlled output state is activated. An example of the use of this type of control is a RESET button. |
| 2.2.22 | rapid protection operation | The protection functionality enabling rapid circuit-breaker operation, whether this is due to an instantaneous, fast curve, or a definite time delay protection element with relatively short definite time delay. |
| 2.2.23 | remote control | Control of an operation at a point distant from the controlled switching device. [IEV 441-16-07] |
| 2.2.24 | reset time | The time duration after a circuit-breaker close operation for which the measured currents are below a fault detecting level. On expiry of this time the protection sequence resets. |
| 2.2.25 | secure control (local) | A pair of normally open non-latching contacts that each effect only one state of a control function. Each state of the control is activated by momentarily closing the contact allocated to that state. An example of this is a pair of push-buttons, one that opens the circuit-breaker and one that closes the circuit-breaker. If one button is activated repeatedly it only affects that state and does not change the state of the control. |
| 2.2.26 | sensitive earth fault (SEF) protection | Protection intended to operate for power system earth faults with very low fault currents. |
| 2.2.27 | single pole tripping | This function allows individual breaker poles to be operated independently by selected protection functions. |
| 2.2.28 | supervisory | Remote control and indications of an AR by means of an RTU and a telecommunications link. |
| 2.2.29 | System earthing – effective | An earthed system, in which the power-frequency phase-to-earth over voltages associated with earth faults are limited to $0,8 \times U_m$. |

| | Term | Definition Description |
|--------|--|--|
| 2.2.30 | system earthing – non-effective | A system in which the neutral is intentionally connected to the system earth through a current limiting device. |
| 2.2.31 | toggle control | A single, normally open, non-latching contact that alternately effects both states of a control function. On each closure of the contact the controlled output state will change. |
| 2.2.32 | trip circuit supervision | This function continuously monitors the trip circuit of the breaker in the open and close positions. |
| 2.2.33 | zone sequence coordination (ZSC) | The feature that allows protection devices to maintain sequence co-ordination for combinations of rapid and delayed protection operations. The upstream device senses the presence of a fault as well as the clearance of that fault (by a downstream device) and proceeds to the next rapid trip operation in its sequence, without tripping itself. |
| 2.2.34 | Integral or attached power supply | The feature that allows for the pole-mounted auto recloser to be installed as an independent unit in remote areas without requiring any additional, entirely separate MV to LV transformers or off-unit power sources to be provided. The power supply can be a VT integrated into the Recloser or attached to the recloser or recloser bracket and should be electrically connected to the line side of the recloser on the MV side and have a lower supply voltage cable that supplies the power needs of the recloser either via the circuit breaker module or is directly connected to the Auto Recloser Controller. |

2.3 Abbreviations

| Abbreviation | Description |
|--------------|--|
| AC | Alternating Current |
| AR | Auto-recloser |
| ARC | Auto-reclose Cycle |
| CB | Circuit Breaker |
| CLP | Cold Load Pick-up |
| CPU | Central Processing Unit |
| CT | Current Transformer |
| CVT | Capacitive coupled Voltage Transformer |
| DC | Direct Current |
| DCE | Data Communication Equipment |
| DNP | Distributed Network Protocol |
| DTE | Data Terminal Equipment |
| DTL | Definite Time Lag |
| E/F | Earth Fault |
| EI | Extremely Inverse |
| EPROM | Erasable Programmable Read-only Memory |
| FIFO | First In First Out |
| HMI | Human Machine Interface |
| HTL | Hot Line Tag |
| IDMTL | Inverse Definite Minimum Time |
| IRTU | Integrated Remote Terminal Unit |
| KIPTS | Koeberg Insulator Pollution Test Station |
| LO | Lock Out |
| NI | Normal Inverse |
| NPS | Negative Phase Sequence |
| O/C | Overcurrent |
| PC | Personal Computer |
| RMS | Root Mean Square |
| RTU | Remote Terminal Unit |
| SCADA | Supervisory Control And Data Acquisition |
| SEF | Sensitive Earth Fault |
| TCC | Time Current Curve |
| UHF | Ultra-High Frequency |
| VI | Very Inverse |
| VT | Voltage Transformer |
| ZSC | Zone Sequence Co-ordination |

3 NORMATIVE REFERENCES

- 3.1 The following documents contain provisions that, whether referenced in the text or not, constitute requirements of this specification. At the time of publication, the editions indicated were valid. All standards and specifications are subject to revision, and parties to agreements based on this specification are encouraged to investigate the possibility of applying the most recent editions of the documents listed below.
- | | | |
|--------|--------------------|---|
| 3.1.1 | SANS 121 | Hot dip galvanized coatings on fabricate iron and steel articles – Specifications and test methods. |
| 3.1.2 | SANS 1091 | National colour standard |
| 3.1.3 | SANS 1507-1 | Electric cables with extruded solid dielectric insulation for fixed installations (300/500V to 1900/3300V) |
| 3.1.4 | SANS 1885 | AC metal-enclosed switchgear and controlgear for rated voltages above 1kV and up to and including 36kV |
| 3.1.5 | SANS 9000 | Quality management and quality assurance standards – guidelines or selection and use |
| 3.1.6 | SANS 9001 | Quality systems – model for quality assurance in design, development, production, installation and servicing |
| 3.1.7 | SANS 60269-1 | Low voltage fuses |
| 3.1.8 | SANS/IEC 60529 | Degrees of protection provided by enclosures (IP Code) |
| 3.1.9 | SANS/IEC 60815 | Selection and dimensioning of high-voltage insulators intended for use in polluted conditions. |
| 3.1.10 | SANS 60947-2 | Low voltage switchgear and control gear – Part 2: Circuit-breakers |
| 3.1.11 | SANS 60947-7-1 | Low voltage switchgear and control gear – Part 7-1: Ancillary equipment – Terminal blocks for copper conductors |
| 3.1.12 | SANS/IEC 61000-4-6 | Electromagnetic compatibility – Part 4-6: Testing and measurement techniques – Immunity to conducted disturbances by radio-frequency fields. |
| 3.1.13 | SANS/IEC 61109 | Insulators for overhead lines – Composite suspension and tension insulators for AC systems with a nominal voltage greater than 1 000 V – Definitions, test methods and acceptance criteria. |
| 3.1.14 | SANS/IEC 61869-2 | Instrument transformers – Part 2: Additional requirements for current transformers. |
| 3.1.15 | SANS/IEC 61869-3 | Instrument transformers – Part 3: Additional requirements for inductive voltage transformers. |
| 3.1.16 | SANS/IEC 62271-100 | High-voltage switchgear and control gear – Part 100: Alternating current circuit breakers |
| 3.1.17 | SANS/IEC 62271-111 | High-voltage switchgear and control gear – Part 111: Overhead, pad-mounted, dry vault, and submersible automatic circuit reclosers and fault interrupters for alternating current systems up to 38kV. |
| 3.1.18 | IEC 60255 | Measuring relays and protection equipment. |
| 3.1.19 | IEC 60255-22-1 | Measuring relays and protection equipment – Part 22-1: Electrical disturbance tests – 1 MHz burst immunity tests |
| 3.1.20 | IEC 60255-4 | Single input energizing quantity measuring relays with dependant specified time |
| 3.1.21 | IEC 60255-5 | Electrical relays – Part 5: Insulation coordination for measuring relays and protection equipment – Requirements and tests |
| 3.1.22 | IEC 60870-5-101 | Transmission Protocols – companion standard especially for basic telecontrol tasks |

- 3.1.23 IEC 60898-2 Circuit-breakers for overcurrent protection for household and similar installations – Part 2: Circuit-breakers for AC and DC operation
- 3.1.24 ANSI/IEEE C37.60:2003 Requirements for overhead, pad-mounted, dry vault, and submersible automatic circuit reclosers and fault interrupters for AC systems up to 38kV.
- 3.1.25 NRS 036-1 Auto-reclosers and sectionalizers - Pole-mounted types Part 1: Auto-reclosers that have programmable protection features, local and remote control for nominal AC voltages up to 33kV.
- 3.1.26 Cigre TB 555: Artificial Pollution Test for Polymer Insulators.
- 3.1.27 Cigre TB 691: Pollution Test of Naturally and Artificially Contaminated Insulators
- 3.1.28 NRS 040 High voltage operating regulations
- 3.1.29 Unipede norm(spec) 13 (1995): Automation and Control Apparatus for Generating Stations and Substations: Electromagnetic Compatibility Immunity Requirements.
- 3.1.30 IEEE 1815 IEEE Standard for Electric Power Systems Communication – Distributed Network Protocol, IEEE

3.2 Parties using the specification shall apply the most recent edition of the documents listed below:

- 3.2.1 *DNP3 Specification Volume 1: DNP3 Introduction-20071215*
- 3.2.2 *DNP3 Specification Volume 2 Part 1-ApplicationLayer-20071215*
- 3.2.3 *DNP3 Specification Volume 2 Part 2-ApplicationLayer-20071215*
- 3.2.4 *DNP3 Specification Volume 2 Part 3-ApplicationLayer-20071215*
- 3.2.5 *DNP3 Specification Volume 2 Sup 1-SecureAuthentication-20070203*
- 3.2.6 *DNP3 Specification Volume 3 TransportFunction-20070203*
- 3.2.7 *DNP3 Specification Volume 4 DataLinkLayer-20070203*
- 3.2.8 *DNP3 Specification Volume 5 LayerIndependent-20071215*
- 3.2.9 *DNP3 Specification Volume 6 Part 1 –ObjectLibraryBasics-20071215*
- 3.2.10 *DNP3 Specification Volume 6 Part 2 –Objects-20070505*
- 3.2.11 *DNP3 Specification Volume 6 Part 3 –ParsingCodes-20071215*
- 3.2.12 *DNP3 Specification Volume 7 IPNetworking-20070711*
- 3.2.13 *DNP3 Specification Volume 8 Spec –Interoperability-20070220*
- 3.2.14 *DNP3 Specification Volume 8 Apndx1 –DeviceProfile-20070530*
- 3.2.15 *DNP3 IED Certification Procedure Subset Level 2 - DNP3 User Group*

3.3 Note that the national equivalent of IEC standards are generally the same but may include specific variations to be taken into account. Information on currently valid national and international standards can be obtained from the South African Bureau of Standards.

3.4 Reference to a particular standard or recommendation in this specification does not relieve the manufacturer of the necessity of the work complying with other relevant standards or recommendations.

3.5 The design features of all equipment shall be based on the SI system of units

3.6 Tenderers offering equipment to standards other than those mentioned above might be considered provided it is clearly indicated in which respects the equipment offered does not comply and the likely consequences of such non-compliance.

4 COMPLIANCE WITH REGULATIONS

- 4.1 All apparatus and materials supplied shall comply with the current requirements of the Republic of South Africa's Occupational Health and Safety Act, Act 85 of 1993 as amended, and the Regulations issued thereunder and any regulations issued in modification or substitution thereof. In addition, they shall comply with any other requirements having the force of law to which the Municipality is subject.

5 QUALITY, DESIGN AND EXECUTION

- 5.1 All apparatus should comply with this Specification. Any departures from the requirements of this Specification shall be stated in the Tenderer's Covering Letter and in the Schedules and may be accepted at the Engineer's discretion.

- 5.2 No departure shall be implemented without the prior approval of the Engineer.
- 5.3 The equipment shall comply with the particulars and guarantees stated in the Schedules.
- 5.4 The equipment manufacturer(s) shall have proven and acceptable experience in the manufacture of equipment of the type offered, and shall have a service record thoroughly demonstrating the reliability and quality of the equipment offered. The equipment offered shall comprise the Manufacturer's standard equipment. Only proven design and construction methods and principles will be acceptable.
- 5.5 The Manufacturer's quality assurance system shall be approved in terms of SANS 9001 or an alternative quality assurance system to the approval of the Engineer. A copy of the registration certificate applicable for each item of the specification shall be submitted with the tender. Alternative quality assurance systems may be considered but shall be to the approval of the Engineer.
- 5.6 All materials used shall be new materials and of the best quality. The material of which each part is made shall be one of those recognised as suitable for the purpose in conservative modern practice and of a class suitable for working under the conditions specified. The variations of temperature and atmospheric conditions arising under working conditions shall not cause distortion, deterioration or the setting up of undue stresses in any part nor affect the strength and suitability of the various parts for the work which they have to perform. No welding, filling or plugging of defective parts will be permitted without the sanction in writing of the Engineer.
- 5.7 Only materials with minimum temperature ratings, in air, in accordance with SANS/IEC 62271-111 shall be acceptable and all such materials shall be non-combustible.
- 5.8 The design and execution of the work shall incorporate every practicable precaution and provision for:-
- 5.8.1 The safety of those who will operate and maintain the equipment.
- 5.8.2 The satisfactory operation of the equipment under all conditions liable to be met in service, and
- 5.8.3 To facilitate inspection, maintenance and repairs.
- 5.9 Features likely to require excessive maintenance shall be carefully avoided.
- 5.10 Kiosks, cubicles and similar enclosed compartments shall be adequately ventilated to restrict condensation but shall at the same time be vermin proof.
- 5.11 Tenderers shall offer equipment of the highest possible quality to ensure highly reliable service and only proven designs will be accepted.

6 GENERAL

6.1 Service Conditions

- 6.1.1 Unless otherwise specified in the technical schedules, the equipment shall be suitable for use under the following system and service conditions:
- | | | | |
|----------|--------------------------------------|---|--|
| 6.1.1.1 | nominal system RMS voltage (U_n) | – | 11.66kV |
| 6.1.1.2 | maximum system RMS voltage (U_m) | – | up to 12.5kV; |
| 6.1.1.3 | System frequency | – | 50Hz; |
| 6.1.1.4 | number of phases | – | 3; |
| 6.1.1.5 | System earthing | – | non-effective and effective; |
| 6.1.1.6 | ambient temperature: minimum | – | -15°C; |
| 6.1.1.7 | ambient temperature: maximum | – | 40°C; |
| 6.1.1.8 | maximum diurnal variation | – | 35°C; |
| 6.1.1.9 | humidity: minimum | – | 20%; |
| 6.1.1.10 | humidity: maximum | – | 90%; |
| 6.1.1.11 | pollution level | – | very heavy (as defined in SANS/IEC 60815); |
| 6.1.1.12 | lighting activity | – | moderate; |
| 6.1.1.13 | altitude | – | up to 1200m. |

6.2 Installation Conditions

- 6.2.1 Equipment will be installed outdoors, mounted on poles.

6.3 General Requirements

6.3.1 Design and Construction of Equipment

- 6.3.1.1 The units shall comply with the requirements of NRS 036-1 and SANS/IEC 62271-111.
- 6.3.1.2 All primary components of the equipment shall be made and assembled by the same Manufacturer.
- 6.3.1.3 Only units with proven service history shall be considered.

6.3.2 Marking, Labelling and Rating Plates

- 6.3.2.1 The units shall be fitted with a rating plates complying with the requirements of NRS 036-1.
- 6.3.2.2 The units shall have markings and labelling as specified in NRS 036-1.
- 6.3.2.3 Single line operating diagrams shall be clearly marked on the front panel of the units.
- 6.3.2.4 All instruments, meters, fuses, control switches and luminous indicators shall be clearly labelled indicating their purpose, function and operating procedure.
- 6.3.2.5 The material, method of printing and method of fixing of all labels shall be to the approval of the Engineer. Mechanical methods of fixing are preferred. Riveted labels shall utilise blind rivets, not standard pop-rivets with a centre hole.
- 6.3.2.6 Paper stick-on labels shall not be acceptable.
- 6.3.2.7 Where the supplier is not the manufacturer, the supplier shall provide and affix in an approved position a label detailing the supplier's name or trade mark.

6.4 CONFIGURATIONS

- 6.4.1 The Pole-Mounted Auto-recloser (AR) is defined as:

- (i) Pole-mounted circuit breaker (CB),
- (ii) Pole-mounted Controller Cabinet with all the controller boards, power supplies, IRTU fitted and ready for connecting to the CB and system, to be configured and commissioned,
- (iii) AR-controller interconnection cable of minimum 7m length complete with connectors and terminations as required for this specific design,
- (iv) All hardware required for mounting both the CB and the Controller Cabinet to a pole.
- (v) Integral or attached MV to LV supply source (power supply module/VT), that is integral to the recloser, either internal or external. When it is external it is to be mounted on the recloser housing or on the same pole.**

- 6.4.2 The tenderer shall clearly state the configurations for the units in the schedules.

- 6.4.3 The manufacturer/supplier shall test and deliver the complete unit including switching device, controller and RTU modules complete as specified.

- 6.4.4 **The primary power supply module of the pole-mounted Auto-recloser shall either be from an internally integrated or an externally attached power supply (that could be a VT) to the pole-mounted recloser circuit breaker, that then supplies charge to a battery back-up in the control cabinet. Externally attached power supply modules may be mounted to the housing of the recloser or mounted back-to-back on the same pole, as provided for in the particular design of the manufacturer.**

- 6.4.5 Item Category C: Recommended Spares, Accessories and Options include items that the tenderer would recommend for the repair and replacement of sub-items that could fail, be damaged or be needed to replace a broken or vandalised unit. Space is provided for the Tenderer to suggest and offer their recommended options, accessories and spares. If available the following items could be offered in this category:

- (i) A replacement power supply,
- (ii) Made for purpose MV surge arrestors that will fit and can be mounted on both sides of AR for each phase,

- (iii) Insulated Cable Tails, fully insulated for 11kV – to minimize the effect of interaction by wildlife like baboons and monkeys.
- (iv) Livestock Cover to protect the control cubicle against mechanical damage from livestock.
- (v) Auto Recloser - Controller interconnection cable of minimum lengths as well as possibly an alternative longer length.

7 POWER SUPPLIES (Including Integrated / attached primary MV Power Supply to Unit)

7.1 General

- 7.1.1 The **Integral primary MV Power supply** feature shall allow for the pole mounted auto recloser to be installed as an independent unit in remote areas without requiring any additional MV to LV transformers or remote or off-unit provided power sources to be fully functional. The power supply can be a VT integrated into or attached to the recloser and should be connected to the line side of the recloser.
- 7.1.2 The Primary Power Supply of the pole-mounted Auto-Recloser shall be an internally or externally integrated medium voltage primary power supply direct from the line.
- 7.1.3 Screened or unscreened VT's that are directly connected to the line side cable close to Surge Arrestors are acceptable.
- 7.1.4 It is preferable that the primary power supply is protected with primary fuses.
- 7.1.5 The recloser controller shall have an integral power supply and the power shall be supplied from the Recloser Primary Power Supply
- 7.1.6 The control system of the AR shall prevent the circuit-breaker from closing if the battery does not have enough stored energy to open the circuit-breaker for a protection trip condition. Details must be stated in Schedule 13.
- 7.1.7 Batteries shall be automatically disconnected at the manufacturer's specified minimum voltage and automatically reconnected when auxiliary power is restored.
- 7.1.8 Adequately rated miniature circuit-breakers shall be provided for individually isolating the recloser control from the auxiliary supply and battery backup supply.
- 7.1.9 It shall be possible to trip the AR electrically from the control whilst the primary supply is de-energized.
- 7.1.10 In the case of ARs with closing power derived from an internal battery or a low-voltage power source, it shall be possible to close the AR electrically from the control whilst the primary power supply is de-energized.
- 7.1.11 Failure of the primary supply should trigger an alarm that can be transmitted through the SCADA system.

7.2 Auxiliary Back-up DC supply

- 7.2.1 The auxiliary supply, which is a backup DC supply, with the following minimum characteristics, shall be provided, and details shall be stated in Schedule 13:
 - (i) A battery and charger monitoring function shall be provided.
 - (ii) A "Battery Low" indication shall be available locally and shall also be logged as an event through the DC abnormal alarm. The DC abnormal alarm shall cater for DC high, DC fail and charger fail. The indication of "Battery Low" status shall allow for a further ten (10) AR operations.
 - (iii) The alarms for the supply and battery should also be indicated and picked up by the controller and RTU.
 - (iv) The battery shall be disconnected at the minimum operating voltage as specified by the manufacturer.
 - (v) The minimum battery life expectancy shall be five (5) years unless otherwise approved by the Engineer.

- (vi) A charger appropriate to the type of battery and incorporating measures to ensure optimum battery life shall be supplied. The charger shall recharge the battery to 80% of its capacity in not more than 15h.
- (vii) The power supply shall include the necessary over-current protection to protect the supply from current excursions.
- (viii) The power supply shall have protection features to protect the connected battery and loads from overvoltage conditions
- (ix) The use of fuses for over-current protection on the auxiliary input circuit(s) is not acceptable.
- (x) Information on the methods used to protect against transient over-current conditions shall be provided in the tender documentation.
- (xi) The power supply shall include the necessary surge arresters and/or voltage limiting devices to inhibit damage due to voltage surges.
- (xii) A 24Vdc negative ground **supply should be available for the SCADA** Data Communications Equipment with load ratings of 100W to operate from.

7.3 **Battery**

- 7.3.1 The offered battery should be of the Advanced Glass Matt (AGM), valve regulated lead acid (VRLA) battery type, unless otherwise approved by the Engineer, and it shall comply with the requirements of the standard specification for the provided cells.
- 7.3.2 For any other battery technologies offered, the relevant IEC / SANS standards that it complies with shall be stated and the test certificates provided. In this case a comparative sizing calculation shall be done for using a VRLA battery.
- 7.3.3 The battery shall be rated to keep the connected load equipment powered and ensure that all other required actions can still be supported for a minimum of 24h at the minimum specified operating temperature.
- 7.3.4 The battery shall be able to support the following actions:
 - (i) 10 AR operations
 - (ii) Radio/ DCE operation
 - (iii) At least five consecutive close operations and five consecutive open operations during the last 50% of useful capacity.
 - (iv) An orderly IRTU shutdown when the battery voltage reaches the manufacturer's specified minimum limit and the shutdown shall be delayed until a shutdown indication is successfully relayed to the master station.
- 7.3.5 Details of the battery capacity calculation shall be provided, showing the load profile on which the calculation was based and also all compensating factors.
- 7.3.6 "Battery Low" indication shall be available locally and remotely. The indication of "Battery Low status shall occur when 50% of the battery capacity remains. This indication shall have sufficient hysteresis to prevent chatter during AR operations and radio transmissions.
- 7.3.7 The minimum operational battery life expectancy (to 80% of rated capacity) must exceed 5 years. The confidence of this must exceed one in a thousand (i.e.99.9%). Details of the calculations to verify this life expectancy of the battery shall be stated in the tender documentation.
- 7.3.8 The battery to be used with the unit shall be capable of operating in the environment to be found within the pole-mounted enclosure, and shall not be unsafe.
- 7.3.9 All relevant safety and hazard issues pertaining to the use of the battery in a confined enclosure in the pole-mounted environment shall be disclosed by the tenderer.
- 7.3.10 Due consideration shall be given to the enclosure internal operating temperature for the charging cycle as well as for the battery standby time. Information on how these requirements have been catered for shall be provided in the tender documentation.
- 7.3.11 The tenderer shall provide test results of the battery to be used. These tests shall have been conducted in the same environment that the battery will be expected to operate in, and shall conclusively show the expected life and the degradation to be expected with time.

7.4 **Charger**

- 7.4.1 The power supply shall be integrated and of the constant voltage, current limited type. These two parameters shall be settable.
- 7.4.2 The charger shall be rated to power all the electronic modules, operate the AR (tripping and closing) and power the data communication equipment.
- 7.4.3 The charger shall ensure that the battery is optimally charged under the specified operating temperature conditions by employing temperature compensation.
- 7.4.4 The charger shall be capable of recharging the battery from flat to 80% of its rated capacity in a minimum of 15 hours while supplying the AR and the radio.

7.5 **Power Consumption**

- 7.5.1 Steps shall be taken to minimise the device's power consumption. The tenderer shall detail any design elements geared for minimising power consumption.
- 7.5.2 Details of the recloser control's power consumption shall be provided in the tender documentation. The maximum current drain (considering the inputs to be in a "worst case" configuration regarding power consumption) and any inrush current parameters shall be stated.

8 **POLE-MOUNTED CIRCUIT BREAKER**

8.1 **General**

- 8.1.1 All metal components of the circuit-breaker shall be electrically bonded. The bonding method shall have a current carrying capability equivalent to that of 16mm², stranded, copper conductor.
- 8.1.2 The circuit-breaker shall be supplied with an external earth terminal.
- 8.1.2.1 The earth terminal shall comprise either of the following:
 - (i) An external M12 x 25mm (minimum) earthing stud, complete with a nut, lock nut and serrated washer.
 - (ii) A bolted, clamping arrangement that can accommodate a 16mm², stranded, copper conductor or
 - (iii) The Employer may accept an alternative terminal system, subject to written approval.
- 8.1.2.2 All the earth terminal components shall be stainless steel of grades 304 or 316.
- 8.1.2.3 Loose bolts that can be replaced shall be utilized. (To enable replacement in the event of seizing due to galling),
- 8.1.3 The overall mass of the circuit-breaker (including external voltage sensors, if applicable) shall be less than 500kg. The mass of the mounting hardware, the AR and the control cabinet and cable shall be stated in Schedule 13. The total mass shall not exceed 900kg.
- 8.1.4 Details of the insulation medium shall be provided in the tender documentation.
- 8.1.5 Arc-extinguishing shall be performed by vacuum interrupters.
- 8.1.6 Pressure relief facilities shall be provided to enable the circuit-breaker to withstand safely the effects of excessive pressure rise due to an internal fault. Details of how the pressure relief is achieved and how its effectiveness has been proved shall be provided in the tender documentation.
- 8.1.7 Malfunction of the AR shall not pose a safety hazard to the operator.
- 8.1.8 The circuit-breaker shall have a low voltage trip coil and it shall be possible to trip and close the circuit-breaker electrically from the recloser control, while the circuit-breaker is not connected to the primary supply.
- 8.1.9 The circuit-breaker shall be bi-directional.
- 8.1.10 The circuit-breaker shall have phase markings on the breaker tank at each bushing. The same markings shall be reflected in the firmware, software and all documentation.
- 8.1.11 It shall be possible to allocate user defined phase identifications, (e.g. C1 = Red or A2 = Blue) in the configuration software and these allocations shall also be reflected in the SCADA database.

8.2 Ratings

8.2.1 The operational voltage shall be 11kV, 11.66kV and 12kV.

8.2.2 The current rating of the circuit-breaker shall be at least:

- | | | |
|-------|--|-----------|
| (i) | Rated continuous current (minimum) | — 400A; |
| (ii) | Rated short-time (3 s) withstand current (RMS) | — 12.5kA; |
| (iii) | Rated symmetrical interrupting current | — 12.5kA; |
| (iv) | Rated symmetrical making current (RMS) | — 12.5kA; |

8.2.3 The rated power frequency for the auto-recloser shall be 50Hz.

8.2.4 Insulation Levels:

- | | | |
|-------|---|------------|
| (i) | Nominal system voltage (Un) (kV) | — 11.66kV; |
| (ii) | Maximum system voltage (Um) (kV) | — 12.5kV |
| (iii) | Power frequency withstand (kV) | — 28kV |
| (iv) | Lightning impulse withstand (At Standard Atmospheric Conditions) (kV peak); | |
| | • Closed contacts | -- 95kV |
| | • Open Contacts | -- 95kV |

8.3 Mounting

8.3.1 The AR shall be suitable for mounting on one pole or for H-pole mounting as specified in Schedule 13 and as typically illustrated in the drawings in NRS 036-1. A pole mounting bracket that complements the pole mounting specified shall be provided with each AR. Unless otherwise specified in Schedule 13, mounting dimensions shall be in accordance with the drawings in NRS 036-1.

8.3.2 The interface between the pole and the mounting bracket shall have two M20 mounting holes at 400mm centres.

8.3.3 The mounting holes shall be designed such that it will be possible to slide the circuit-breaker into position without having to remove the nuts and washers from the threaded rods.

8.3.4 All the required mounting hardware shall be supplied with the circuit-breaker, which shall include two threaded rods (M20 x 450mm). Each threaded rod shall be supplied with four nuts (M20), one round flat washer (M20 x 36.4mm diameter x 3mm) and one curved washer (M20 x 65mm x 65mm x 6mm & curve with 75mm radius).

8.3.5 The threaded rods, nuts and washers shall be hot dipped galvanized.

8.3.6 Adequately rated lifting eyes shall be provided and they shall be designed to allow the completely assembled AR, with surge arresters fitted, to be lifted without the need for special lifting gear. The diameter of the eyes shall be a minimum of 30mm.

8.3.7 The AR shall have indelible markings that indicate side 1 and side 2, where applicable.

8.3.8 Surge arrester mounting

8.3.9 Horizontal mounting brackets incorporating a single M12 hole for surge arresters of the dimensions specified in Schedule 13 shall be provided on the line side and on the load side of the AR, adjacent to the bushings.

8.3.10 A detailed drawing of the AR mounting arrangement with surge arresters fitted shall be provided by listing it in and attaching it to Schedule 13, utilizing the surge arrester dimensions given in the drawings in NRS 036-1. The minimum phase-to-earth clearances shall be indicated on the drawing.

8.4 Bushings

8.4.1 Terminals

8.4.1.1 The preferred arrangement for bushing terminals is smooth hot-dip tinned copper cylindrical stems provide with bimetallic clamps that are suitable for accepting aluminium or copper conductors of diameter 5mm to 15mm as specified in Schedule 13.

8.4.1.2 Alternative terminal systems may be accepted, subject to written approval by the Engineer.

- 8.4.2 Material
 - 8.4.2.1 The AR shall be fitted with bushings that have a creepage for very heavy pollution conditions in accordance with SANS/IEC 60815 (i.e. 31mm/kV).
 - 8.4.2.2 Details of the bushing material type and creepage shall be provided in Schedule 13 if the bushing material is of the non-ceramic type.
- 8.4.3 Profile Characteristic
 - 8.4.3.1 The preferred bushing profile characteristics should be in accordance with SANS/IEC 60815.
- 8.4.4 Bushing Testing
 - 8.4.4.1 Bushing of polymeric materials and of resin materials shall pass tests in annex C SANS/IEC 61109, conducted by an accredited test facility.
- 8.4.5 Requirement for pollution performance qualification of MV bushings
 - 8.4.5.1 The supplier to provide either a valid KIPTS certificate (provided that the item on offer is the exact same item that was tested and passed at KIPTS); or,
 - 8.4.5.2 Complete AR to be tested. The test shall be conducted in accordance with the KIPTS natural ageing and pollution performance test procedure for outdoor insulator products, Section 4 – Particular requirements for switch-disconnectors, 240-75661213 (DPC 34-216); or,
 - 8.4.5.3 IEC 62217 1000 hour Salt fog test compliance Certificate for Very Heavy pollution environment:
 - 8.4.5.3.1 Reference reports for test certificates shall be from a recognized, independent testing authority indicating compliance with SANS/IEC 61109, which includes successful a 1000 hour salt-fog tracking and erosion test as per IEC 62217.
 - 8.4.5.3.2 From the Pollution Curves, as per Approach 2 (SANS/IEC 60815–1) reference reports from a recognized, independent testing authority, on the test insulator (with identical insulation to that of the insulator to be supplied), of $U_{50\%}$ withstand voltage curves at three pollution levels (SDD of 0.06; 0.12 and 0.48mg/cm² with NSDD of ≥ 0.1 mg/cm²) performed for polymeric insulators according to the modified Solid Layer test method according to Cigre TB 555, and Cigre TB 691, this insulator will be accepted if $(U_{50\%}/H_T > U_m/H)$, and there is no tracking or erosion of the insulator's surface, or lose more than 3mm of its thickness, and not develop any cracks or holes.
- 8.5 **Current Sensors**
 - 8.5.1 The circuit-breaker shall be supplied with three (one per phase) current sensors (e.g. CTs, Rogowski coils, etc.).
 - 8.5.2 The current sensors shall be an integral part of the circuit-breaker.
 - 8.5.3 Current sensors with an accuracy of Protection class 5P, as defined in SANS/IEC 61869-2, shall be preferred.
 - 8.5.4 The current sensors shall be sufficient to ensure that all the Protection and Metering requirements specified in this standard can be achieved in conjunction with the associated recloser control.
- 8.6 **Voltage sensors**
 - 8.6.1 The circuit-breaker shall be supplied with six voltage sensors (e.g. VTs, CVTs, etc.), one per phase on the source and the load side.
 - 8.6.2 Voltage sensors with an accuracy of $\pm 1\%$ phase to earth and $\pm 2\%$ phase to phase, as defined in SANS/IEC 61869-3, shall be preferred
 - 8.6.3 It is preferred that the voltage sensors are an integral part of the circuit-breaker.
 - 8.6.4 Separate voltage sensors will be acceptable, but subject to the following conditions:
 - 8.6.4.1 The sensors shall be mounted on, and connected to, the circuit-breaker prior to dispatching the circuit-breaker and shall not affect the standard mounting interface.
 - 8.6.4.2 The sensors shall comply with the specified rated insulation levels.
 - 8.6.4.3 The external insulation of the sensors shall comply with the creepage and profile characteristic requirements as specified in clauses on the bushings.

- 8.6.4.4 The necessary documentation shall be provided with the tender documentation to prove compliance with all the requirements this overarching clause.
- 8.6.5 The voltage sensors shall be sufficient to ensure that all the Protection and Metering requirements specified in this standard can be achieved in conjunction with the associated recloser control.
- 8.7 Materials, Painting and Finishing**
- 8.7.1 The finish of surfaces of autoreclosers, control cabinets and associated equipment, all support structures and all bolts and nuts associated with these parts, shall comply with all the requirements in this specification.
- 8.7.2 All support structures (i.e. mounting brackets for the circuit-breaker, surge arresters, external voltage sensors, etc.) shall be made of stainless steel, or as a minimum all interior and exterior ferrous surfaces shall be hot-dip galvanized in accordance with SANS 121.
- 8.7.3 This will be regarded as for coastal environments and thus stainless steel of grade 304 or grade 316 is preferred and the grade supplied shall be specified in Schedule 13.
- 8.7.4 Alternative corrosion protection systems specified in Schedule 13 may be accepted, subject to written approval by the Engineer.
- 8.7.5 Suitable precautions shall be implemented to prevent corrosion owing to the use of dissimilar materials.
- 8.7.6 All interior and exterior and exterior surfaces shall be coated with a primer, an undercoat and final coat, all of which shall be specified in Schedule 13. The colour of the final coat shall be an acceptable match to colour No. G29 (light grey) in SANS 1091 to the approval of the Engineer, unless otherwise specified in Schedule 13.
- 8.7.7 Degreasing:
- 8.7.7.1 All steel parts shall be immersed in a heated wash trough to remove all fine foreign particles and lubricants.
- 8.7.8 Paint Finish:
- 8.7.8.1 The paint coat shall be a high quality polyurethane based powder coat designed for interior and exterior coastal conditions applied by electrostatic spray equipment. The sprayed powder coat shall be baked in an oven at a temperature of approximately 200°C for a period of ten minutes or as specified by the paint manufacturers.
- 8.7.8.2 The dry film coat shall be as uniform as possible, but shall not be less than 50 µm or more than 100 µm thick. The finish shall be high gloss with a minimum of surface defects.
- 8.8 Labelling; recloser rating plate**
- 8.8.1 Circuit-breaker rating plates shall comply with the relevant requirements of SANS/IEC 62271-100.
- 8.8.2 The rating plates shall be fixed in a position that is visible when the circuit-breaker is in the service position.
- 8.8.3 The values to be used for rating plates should be phase-to-earth values.
- 8.8.4 Each unit shall be clearly identified by permanent numbering and the following information shall be provided on the identification plate.
- (i) the rated voltage (Um);
 - (ii) the rated lightning impulse withstand voltage;
 - (iii) the rated power frequency withstand voltage;
 - (iv) the rated normal current;
 - (v) the rated short-time withstand current;
 - (vi) the rated peak withstand current;
 - (vii) the manufacturer's name or trade mark;
 - (viii) the manufacturer's type number or type designation;
 - (ix) the manufacturer's serial number;

- (x) the year of manufacture;
- (xi) the total mass of the circuit-breaker;
- (xii) the rated short-circuit breaking current;
- (xiii) the rated duration of short-circuit;
- (xiv) the rated operating sequence;
- (xv) the rated trip coil voltage;
- (xvi) the rated spring release coil voltage;
- (xvii) the rated motor voltage;
- (xviii) a statement that the circuit-breaker has been tested in accordance with SANS/IEC 62271-100;
- (xix) the Contract number of the Employer for this tender;
- (xx) the Purchase Order (PO) number from the Employer for that shipment.

9 CONTROLLER UNIT FOR AR:

9.1 Construction

- 9.1.1 Cabinets that house equipment for protection and control shall be mounted independently of the AR.
- 9.1.2 The cabinet shall be easily removable for workshop repair purposes.
- 9.1.3 The cabinet shall have front access by means of a hinged door.
- 9.1.4 The housing shall be of durable and vandal proof construction providing adequate protection against mechanical damage.
- 9.1.5 The door shall be fitted with a robust fastening arrangement, preferably a 3-point locking arrangement or alternative to the Engineer's approval, which can be locked with a padlock with a shackle of 8mm diameter.
- 9.1.6 It shall not be possible to easily force an object such as a crowbar between the door and the cabinet, and prise the door open, when the door is closed and padlocked which is why a flush-mounted door is preferred.
- 9.1.7 Means shall be provided to secure the door in a fully open position (90° or more during maintenance or similar activities).
- 9.1.8 All metal components of the control cabinet shall be electrically bonded. The bonding method shall have a current carrying capability equivalent to that of 16mm², stranded, copper conductor. Also good electrical contact shall be maintained between the door and the rest of the cabinet at all times.
- 9.1.9 The door shall have a switch that detects the state of the door, i.e. whether it is open or closed.
- 9.1.10 A document pocket shall be provided on the inside of the door for the storage of documentation.
- 9.1.11 A laminated plastic coated circuit diagram including operating instruction shall be mounted on the inside of the main door of the cubicle.
- 9.1.12 The maximum cubicle dimensions shall be set out in shall be stated in Schedule 13, and must be approved by the engineer.
- 9.1.13 The cubicle shall be of suitable size to accommodate the complete controller, RTU, battery charger, battery, interface module and associated terminal plates.
- 9.1.14 The cubicle shall be complete with earthing bars and trunking. mechanical glands cable termination.
- 9.1.15 Cabinets shall be protected from dust and water ingress to achieve an IP rating of IP 54 or better. IP ratings as defined in SANS/IEC 60529.
- 9.1.16 Cabinets shall be designed and internally treated to prevent moisture condensation. The cubicle shall have extruded air vents with a mesh on the underside to prevent ingress of vermin.
- 9.1.17 The cabinet shall be fitted with an external M12 earthing stud with a nut, lock-nut and a serrated washer.

- 9.1.18 Provision shall be made in the cabinet to mount the user's data communication equipment, as specified under the Tele-control requirements.
- 9.1.19 The layout of the cabinet shall ensure easy accessibility to the user's communications equipment.
- 9.1.20 External antenna connectors: The control cabinet shall be fitted with external antenna connectors in accordance with the requirements
- 9.1.21 The cubicle must allow easy access for operation and also for ease of maintenance. Equipment installation shall be such that accessibility to equipment or components is unimpeded from the front.
- 9.1.22 Cubicle illumination is required.

9.2 **Cable entry**

- 9.2.1 The cabinet shall make provision for bottom entry of three cables.
- 9.2.2 This may be achieved with a pre-punched and then hot-dip galvanised gland plate with three 21mm diameter holes.
- 9.2.3 A suitable arrangement shall be provided to earth the gland plate.
- 9.2.4 The holes in the blanking plate shall be blanked off with blanking plugs that are bolted or screwed into position.
- 9.2.5 The Employer may accept alternative methods to achieve the bottom cable entry, subject to written approval of the Engineer.

9.3 **AR-controller interconnection cable**

- 9.3.1 Suitable ultraviolet-resistant interconnection, shall be provided for connecting the AR to the control cabinet, with the AR mounted at the top of an 13m pole and the top of the controller cabinet mounted 1.8m from the ground.
- 9.3.2 It shall be possible to disconnect the AR-controller interconnection cable at the AR or Controller while the AR is connected to the power system, without causing damage or maloperation. Care shall be taken such that current transformers are not open-circuit. A robust, multi-pin, weatherproof connector shall be fitted at both the AR and the control cabinet and details shall be stated in Schedule 13.
- 9.3.3 The AR controller shall detect disconnection of the AR-controller interconnection cable between the controller and the AR as the controller not being healthy.
- 9.3.4 The supplier shall ensure that the equipment housed in the control cabinet can withstand direct solar radiation without causing failure or mal-operation (or both).

9.4 **Mounting**

- 9.4.1 Cabinets that house equipment for protection and control shall be mounted independently of the AR.
- 9.4.2 The control cabinet shall be easily removable for workshop repair purposes.
- 9.4.3 The cabinet shall be supplied with a mounting bracket.
- 9.4.4 The mounting bracket shall have at least two, vertically spaced, mounting holes. The holes shall be designed such that it will be possible to slide the cabinet into position without having to remove the pole mounting bolts (or coach screws).
- 9.4.5 The mounting bracket shall have at least two sets of vertically spaced slots for temporary mounting by means of straps.

9.5 **Material and finish**

- 9.5.1 The cabinets shall be manufactured from aluminium or stainless steel of grades 304 or 316.
- 9.5.2 The mounting bracket shall be made of stainless steel, or as a minimum be hot-dip galvanized in accordance with SANS 121.
- 9.5.3 Suitable precautions shall be implemented to prevent corrosion due to the use of dissimilar materials
- 9.5.4 All metal artefacts shall be of a material that is corrosion resistant
- 9.5.5 All exposed parts shall be UV resistant.

9.6 **Labelling; Controller Name and Rating plate**

- 9.6.1 A metallic corrosion resistant 150mm x 150mm Type WW7 warning sign in accordance with SANS 1186-1 shall be riveted with stainless steel blind pop rivets to the outside of the AR Controller door.
- 9.6.2 Each unit shall be clearly identified by permanent numbering and the following information shall be provided on the identification plate.
 - 9.6.2.1 the manufacturer's name or trade mark;
 - 9.6.2.2 the manufacturer's type number or type designation;
 - 9.6.2.3 the manufacturer's serial number;
 - 9.6.2.4 Manufacturer's reference number and code.
 - 9.6.2.5 Year and month of manufacture.
 - 9.6.2.6 the rated auxiliary supply voltage;
 - 9.6.2.7 the total mass of the control cabinet;
 - 9.6.2.8 the Contract number of the Employer for this tender;
 - 9.6.2.9 the Purchase Order (PO) number from the Employer for that shipment.

9.7 **Miniature Circuit Breakers (MCBs)**

- 9.7.1 The MCBs shall be air-break miniature circuit breakers with breaking capacity in accordance with IEC 60898-2 & SANS 60947-2.
- 9.7.2 The DC supply MCBs short circuit capacity shall be at least 5kA with a time constant of at least 5ms. All DC MCBs shall be the 2 pole type.
- 9.7.3 The tripping curve C characteristic in accordance with IEC 60898-2 shall be utilised.
- 9.7.4 All MCBs shall be wired with the source at the top and load at the bottom.
- 9.7.5 The MCBs shall be suitable for DIN-rail mounting.

9.8 **Fuses and Links**

- 9.8.1 Carriers and bases for fuses and links shall be in accordance with SANS 60269 and colour coded black for fuses and white for links.
- 9.8.2 Fuses and links shall be grouped and spaced according to their function in order to facilitate identification.
- 9.8.3 Main supply fuse links shall be of the high rupturing capacity cartridge type.
- 9.8.4 Where fuse carriers are mounted vertically the incoming (supply) side shall be the top terminal.
- 9.8.5 Where either fuses or circuit breakers are used it should be ensured that proper discrimination between main and sub-circuits is maintained.

9.9 **Wiring, Terminations and Circuits**

- 9.9.1 All cubicle wiring shall be brought to terminal blocks and shall be neatly run and securely fixed in cleats or PVC trunking in such a manner that, wherever practicable, wiring can be checked without removing cleats.
- 9.9.2 Covers over individual sections of small wiring trunking shall be readily removable.
- 9.9.3 Terminal plates shall include spring-loaded terminals either of Werdmüller or Entrelec type or equivalent to approval conforming to SANS 60947-7-1 and shall be suitable for the wire sizes. Suitable trunking shall be fitted to the terminal plate to keep wiring neat.
- 9.9.4 Terminations shall be grouped according to function and labels shall be provided on the fixed portion of the terminal showing the function or group. The terminals shall be numbered.
- 9.9.5 All wiring terminations shall be shrouded, to avoid accidental short-circuit or earthing of the battery. PVC insulated flat copper strip shall be used for connecting together the bottom terminals of the distribution fuses and links and shall be fully shrouded.

- 9.9.6 All small wiring and all multicore cables shall have ferrules which bear the same number at both ends. At the point of interconnection between wiring where a change of number cannot be avoided double ferrules shall be provided on each wire. The change of numbering shall be shown on the appropriate diagram of the equipment. The same ferrule shall not be used on wires in different circuits on the same panel. Numbering of ferrules shall comply with SANS 1885 Annex D unless otherwise approved.
- 9.9.7 Ferrules shall be of insulating material and shall be provided with a glossy finish to prevent the adhesion of dirt. They shall be clearly and durably marked and shall not be affected by dampness or oil.
- 9.9.8 Wiring shall not be jointed or teed between terminal points. Any bus wires shall be fully insulated.
- 9.9.9 The copper conductors shall consist of multi-stranded annealed copper wires. The conductor sectional area shall be to approval.
- 9.9.10 The screens or screened pairs of multicore cables shall be earthed at one end of the cable only. The position of the earthing connections shall be shown clearly on the diagram.
- 9.9.11 All auxiliary and ancillary components shall be clearly labelled including all fuses, circuit breakers, output contacts, etc. indicating, where necessary, the purpose and service positions. Label dimensions, legend, and method of printing shall be to approval. The surface shall have a matt or satin finish. Colours shall be permanent and free from fading. Labels shall be made from Trafolite or product similar to approval. Labels shall be black on white and permanently fixed by means of screws or rivets. Labels mounted on black surfaces shall have white lettering.
- 9.9.12 Circuits working at different voltages shall be adequately segregated and labelled.
- 9.9.13 All cubicle internal wiring shall be PVC insulated multi-strand flexible wire to SANS 1507. The conductor sectional area shall be to approval. Wire terminations shall be to approval.
- 9.9.14 All incoming and outgoing connections shall be terminated at a terminal block or MCB. Direct termination into auxiliary switches will not be accepted.

10 ELECTRONIC CONTROL EQUIPMENT

10.1 General

- 10.1.1 Electronic modules shall perform continuous diagnostic monitoring and shall contain hardware and software watchdog checking.
- 10.1.2 The CPU shall be monitored by an independent hardware watchdog circuit which must perform a complete reset of the recloser control should the CPU malfunction. The unit must log the occurrence of such a reset.
- 10.1.3 Trip circuit supervision shall be provided and it shall be monitored in the circuit-breaker open and closed position.
- 10.1.4 Electronic modules shall be suitably protected against voltage surges. Details of the on-board surge protection shall be provided in the tender documentation.
- 10.1.5 The equipment housed inside the control cabinet shall be capable of withstanding the heating effect of direct solar radiation, as defined under the expected service conditions, without causing failure and/or mal-operation.
- 10.1.6 The maximum expected temperature inside the control cabinet, under the service conditions as defined shall be stated in the tender documentation. An explanation of how this temperature was calculated or estimated shall also be provided.

10.2 Real Time Clock

- 10.2.1 The recloser control shall be equipped with a battery backed up real time clock with leap year support.
- 10.2.2 It shall be possible to set the clock via the configuration software and via a DNP3 Master or 101 Master (connected remotely) to within 1 ms of the synchronisation clock. Alternatively it should have a GPS clock.
- 10.2.3 The accuracy of the clock shall be better than 12 (twelve) parts per million across the whole operating temperature range.

- 10.2.4 The precision of the clock shall be 1 millisecond or better i.e. CCYY/MM/DD hh:mm:ss:ttt.
- 10.2.5 The real time clock battery, or other power source, shall provide at least 25 days of total standby time. The power source should not need replacing more often than every ten years.

10.3 **Electronic controls**

- 10.3.1 The controls shall not suffer any damage if one or more poles of the AR fail to respond to a trip or a close command.
- 10.3.2 Electronic modules shall perform continuous diagnostic monitoring and shall contain hardware and software watchdog checking.
- 10.3.3 Where applicable, the AR shall be prevented from closing if the battery does not have enough stored energy to open the AR for a protection trip condition. Details shall be specified in Schedule 13.
- 10.3.4 Where a controller-not-healthy condition exists, all operations of the AR shall be inhibited.

11 **PROTECTION CHARACTERISTICS**

11.1 **General**

- 11.1.1 Harmonic current inrush restraint protection, approved by the Engineer and independent of any other protection function, shall be supplied. The supplier shall describe the method offered in Schedule 13.
- 11.1.2 The ratio of drop-off current to pick-up current shall be at least 95% for all protection functions.
- 11.1.3 The earth fault (E/F) and sensitive earth fault (SEF) functions shall be equipped with harmonic filtering to prevent operation when harmonics are present in the primary residual earth currents. A low pass filter with a 2nd harmonic rejection greater than 6:1; and 3rd harmonic rejection greater than 80:1, shall be fitted. Both the SEF function and its filter shall be specified in Schedule 13.
- 11.1.4 All protection functions, i.e. overcurrent (O/C), E/F and SEF shall have elements with characteristics that comply with IEC 60255.
- 11.1.5 The capability to create and select user definable curves or alternate setting groups should be offered as options.
- 11.1.6 The sequence of trip and auto-recloser characteristics for O/C, E/F and SEF shall be programmable to enable
- (i) The selection of any combination of the available elements for each trip in the trip-and-reclose sequence, and
 - (ii) Separate trip-and-reclose sequences for O/C, E/F and SEF. Details shall be specified in Schedule 13.
- 11.1.7 If so specified in Schedule 13, the IDMTL protection should include a disc reset timer to facilitate simulating the resetting functionality of an upstream electromechanical induction disc relay. The length of the time delay shall be capable of being set to between 1s and 20s. If a fixed time delay only is offered, it should be between 4s and 5s. Details of the IDMTL protection shall be specified in Schedule 13.
- 11.1.8 A zone sequence co-ordination (ZSC) feature shall be provided to ensure trip-close sequence co-ordination for combinations of rapid and delayed protection operations applied to series ARs. The ZSC functionality shall be such that:
- (i) An AR senses the presence of an overcurrent or earth fault, as well as the clearance of that fault by another device and proceeds to the next protection operation in its own sequence; and
 - (ii) It proceeds in its sequence of rapid protection operations only, allowing the full number of delayed operations to be executed for in-zone conditions.

11.2 **Overcurrent function**

- 11.2.1 The O/C pick-up setting range shall be selectable from 50A to at least twice the rated load current of the AR in step sizes not greater than 10A.

- 11.2.2 Delayed protection operation shall be possible by selecting an IDMTL protection element with normal inverse (N1), very inverse (VI) or extremely inverse (EI) curves or user definable curves, or a curve from an alternate setting group.
- 11.2.3 Rapid protection operation shall be possible by selecting a fast curve or an instantaneous protection element. Co-ordination of the fast curves or instantaneous protection between two devices is series shall be possible either by selecting suitable curves form a family or by the addition of a selectable time increment, typically 0.05s to 3s, in 0.05s steps, or by any other acceptable solution as specified in Schedule 13.
- 11.2.4 Long protection operating times associated with fault levels marginally above the pick-up setting of the IDMTL protection element shall be avoided by the provision of a low set definite time (LSDT) element with the following features:
- (i) It shall be possible to enable or disable the element. When enabled, it shall be active simultaneously as an overlay with all selected elements;
 - (ii) the element shall have the same pick-up current setting as the IDMTL element; and
 - (iii) the time delay shall be selectable from 1s to 10s, in 1s steps, unless otherwise specified in Schedule 13. The time delay shall be independent of any curve manipulation.
- 11.2.5 A high-set instantaneous element with a selectable time delay shall be provided with the following features:
- (i) it shall be possible to enable or disable the element. When enabled, it shall be active simultaneously as an overlay with all selected elements;
 - (ii) AR lock-out as a result of an operation due to the high-set instantaneous element shall be selectable;
 - (iii) The pick-up setting range of this element shall be at least 100% to 1500% of the O/C setting, unless otherwise specified in Schedule 13, and shall be independent of any curve manipulation; and
 - (iv) the time delay shall be selectable from instantaneous to 1s, in 0.05s steps, unless otherwise specified in Schedule 13. The time delay shall be independent of any curve manipulation.
- 11.3 **Cold load pick-up (CLP)**
- 11.3.1 A cold load pick-up feature that allows user selectable modification of protection element characteristics under conditions of system energizing shall be provided. Details shall be stated in Schedule 13.
- 11.3.2 the CLP function may be provided in one of the following three ways:
- (i) the instantaneous O/C element and the low set definite time O/C element could be blocked for the CLP time duration; or
 - (ii) another setting group for the CLP duration could be activated; or
 - (iii) the pick-up current setting of the IDMTL O/C element and the low set definite time O/C element may be modified with a settable factor to increase the pick-up current of these elements for the CLP duration. The instantaneous O/C element should be blocked for this time.
- 11.3.3 The CLP function shall have the following characteristics
- (i) The CLP function shall not in any way interfere with any of the other functions or elements of the pick-up current settings, except as mentioned above;
 - (ii) The CLP functionally shall be such that the active duration of the CLP is selectable form 0min to 20min in 1min steps, unless otherwise specified in Schedule 13; and
 - (iii) The modification factor, if applicable, shall be capable of being set from 1 to 2 in steps of 0.01, unless otherwise specified in Schedule 13.

11.4 Earth Fault function

- 11.4.1 The E/F setting range shall detect primary E/F currents from 20A to at least 50% of the rated load current of the AR, in steps sizes of not greater than 5A.
- 11.4.2 Delayed protection operation shall be possible by the selection of an IDMTL element with NI, VI or EI curve, or a definite time protection element with time delay from 0.05 s to 10s, in 0.05s steps, or user definable curves, or a curve from an alternate setting group, independent from the O/C characteristic and will be specified in Schedule 13.
- 11.4.3 Rapid protection operation shall be possible by the selection of a fast curve or an instantaneous protection element. Co-ordination of the fast curves or instantaneous protection elements between two devices in series shall be possible either by selecting suitable curves from a family, or by addition of a selectable time increment, typically 0,05 s to 3 s, in 0,05 s steps, or by any other acceptable solution as specified in Schedule 13.
- 11.4.4 A high-set instantaneous element with a selectable time delay with the following features shall be provided:
- (i) It shall be possible to enable or disable the element. When enabled, it shall be active as an overlay simultaneously with all selected elements;
 - (ii) AR lockout as a result of an operation due to the high-set instantaneous element shall be selectable;
 - (iii) The pick-up setting range of this element shall be at least 100% to 1500% of the E/F setting, unless otherwise specified in Schedule 13, and shall be independent of any curve manipulation; and
 - (iv) The time delay shall be selectable from 0.05s to 1s, in 0.05s steps, unless otherwise specified in Schedule 13. The time delay shall be independent of any curve manipulation.

11.5 Sensitive earth fault (SEF) function

- 11.5.1 A primary E/F current of 1A to 20A in steps not exceeding 1A shall be detectable.
- 11.5.2 Delayed protection operation shall be possible by the selection of a DTL protection element with time delay from 3s to 25s, in 1s steps.

11.6 Hot line tag (HLT)

- 11.6.1 If so specified in Schedule 13, the AR will have the following HLT functionalities:
- (i) a HLT feature to assist live-line work;
 - (ii) the possibility to control HLT through local control; and
 - (iii) a local indication of the HLT status.
- 11.6.2 The HLT function shall have the following characteristics:
- (i) when HLT is activated, only a single trip to lockout shall be allowed, but local closing and auto-reclosing shall be disabled;
 - (ii) HLT shall enable a user configurable time-current curve;
 - (iii) It shall be possible to deactivate HLT locally regardless of which control source activated it; and
 - (iv) The HLT function shall not in any way interfere with any of the other functions except as mentioned above.

11.7 Auto-reclose operation parameters

- 11.7.1 The number of sequential trips to reach lockout shall be selectable to be 1, 2, 3 or 4.
- 11.7.2 The reset time that follows operation of protection shall be selectable from 5s to 120s in 1s steps.
- 11.7.3 Dead times shall be separately selectable for SEF and the combination of O/C and E/F functions. The dead time between each successive recloser shall be independently selectable from instantaneous to 20s (in steps no greater than 0.5s) for the first reclose and from a minimum of 2s up to a maximum of 1200s (in steps no greater than 1s) for subsequent recloses .

- 11.7.4 A “close” instruction initiated locally or remotely during a dead time shall result in lockout if the fault is still present upon closure.
- 11.7.5 ARs with single and three pole tripping capability will be preferred. The ARC functionality for single and three pole tripping shall be user selectable throughout the ARC sequence.
- 11.7.6 ARs with single pole tripping capability shall indicate the contact states such that the Closed bit will be true when one or more of the contacts are closed and the Opened bit will be true when one or more of the contacts are open.
- 11.8 Live Load Blocking**
- 11.8.1 The Live Load Blocking feature shall be user selectable: i.e. available / not available.
- 11.8.2 The Live Load blocking shall be switchable: i.e. On/Off
- 11.8.3 ARs with the Live Load Blocking feature shall be able to define which side is source or load.
- 11.8.4 The breaker shall not close when voltage is detected at the load side.
- 11.8.5 Live load primary pick-up setting range shall be selectable from 2000 V to rated voltage of the device in steps of 100V or better. An alternative method providing a proper live load detection may be accepted upon agreement with the Engineer.
- 11.9 Negative Phase Sequence Protection (NPS)**
- 11.9.1 The primary pick-up setting range shall be selectable from 1A to 20A in step sizes not greater than 0.5A.
- 11.9.2 The time delay shall be a definite time, selectable from instantaneous to 10s, in steps not greater than 1s.
- 11.9.3 The NPS function shall be blocked if O/C, E/F or SEF function’s starter picks up.
- 11.9.4 The NPS reset time shall be instantaneous.
- 11.9.5 The NPS function shall be user selectable to operate the following outputs:
- (i) alarm output only,
 - (ii) trip output only,
 - (iii) both the alarm and the trip outputs.
- 11.9.6 Directional NPS functionality shall be provided.
- 11.10 Under and over frequency protection**
- 11.10.1 Preference shall be given to relays with the following frequency protection functionality.
- 11.10.2 The frequency protection function shall have an over -and an under-frequency setting and a DTL timer.
- 11.10.3 As the power system frequency drops below the set under-frequency level the DTL timer shall start and initiate a trip and lockout on timing out. Similarly, as the frequency exceeds the set over-frequency level a trip and lockout shall be initiated.
- 11.10.4 A user selectable blocking function should be provided that will prevent the breaker from closing when the measured frequency is outside the under- and over-frequency settings,
- 11.10.5 A user selectable auto-reclosing function should be provided that will allow auto-reclosing of the breaker after the frequency has returned to normal, only if the breaker tripped as a result of an under- or over-frequency condition. In addition, a user settable timer should be provided for setting an auto-reclose time delay on return of normal frequency. The time delay shall be settable with a range of 0s to 300s in steps of 30s.
- 11.10.6 The frequency protection function shall comply with the following criteria:
- (i) the under frequency setting range shall be between 45Hz and 50Hz in steps of 0.05Hz;
 - (ii) the over frequency setting range shall be between 50Hz and 5 Hz in steps of 0.05Hz;
 - (iii) the definite time delay shall be settable with a range of 0s to 5s in steps of 0.02s;

- (iv) the frequency function pick-up time shall be better than 0.1s;
- (v) the accuracy of the frequency measurement shall be better than ± 10 mHz;
- (vi) the reset time shall be instantaneous;
- (vii) the element shall have a reset difference (i.e. hysteresis) of between 30mHz and 50mHz;
- (viii) it is preferred that the element shall include under voltage blocking that is settable between 0.3 and $0.9 \times V_n$.

11.11 Under and over-voltage protection

- 11.11.1 The voltage protection function shall have an over- and an under-voltage setting and a DTL timer.
- 11.11.2 As the power system voltage drops below the set under-voltage level the DTL timer shall start and initiate a trip and/or alarm on timing out. Similarly, as the voltage exceeds the set over-voltage level a trip and/or alarm shall be initiated.
- 11.11.3 The voltage protection function shall comply with the following criteria:
 - (i) the under- & over-voltage pick-up setting range shall be between 0V and 300V secondary in steps of 0.1V; the steady-state pick-up accuracy should be ± 2 V and $\pm 5\%$ of setting;
 - (ii) the definite time delay shall be settable with a range of 0s to 300s in steps of 1s;
- 11.11.4 The voltage protection function shall be user selectable to operate the following outputs:
 - (i) alarm output only,
 - (ii) trip output only,
 - (iii) both the alarm and the trip outputs.
 - (iv) breaker close blocking when measured voltage is outside the under- and over-voltage settings,
 - (v) auto-reclosing of breaker after voltage returned to normal, only if the breaker tripped as a result of an under- or over-voltage condition. In addition, a user settable timer should be provided for setting an auto-reclose time delay on return of normal voltage. The time delay shall be settable with a range of 0 s to 300 s in steps of 30 s.

11.12 Loop Automation

- 11.12.1 Loop Automation feature shall be user selectable: i.e. available/ not available.
- 11.12.2 Loop Automation shall be switchable: i.e. On/Off
- 11.12.3 The breaker shall not close on to a fault while busy with the restoration process.
- 11.12.4 Loop Automation shall be linked to the Auto Reclose On/Off function, if Auto Reclose is switched OFF, Loop Automation must also be OFF.

12 STATISTICAL MEASUREMENT AND METERING FUNCTIONALITY

12.1 Measurement Methods

- 12.1.1 Measurements shall be done using one of the following methods, as specified in Schedule 13:
- 12.1.2 the three-phase three-wire method; or
- 12.1.3 the three-phase four-wire method.

12.2 Quantities

- 12.2.1 The Specified Accuracies for the quantities measured or calculated are:
 - a) The RMS phase-to-phase and phase-to-neutral voltage of all three phases: $\pm 2\%$ of the auto-recloser rated voltage;
 - b) The RMS current per phase, range 0 to $1.1 \times I$ full load: $\pm 2\%$ where I full load is the full load current of the AR;

- c) The three-phase active power, in kW: $\pm 3\%$;
 - d) The three-phase reactive power, in kVAr: $\pm 3\%$;
 - e) The total three-phase active energy, in kWh: $\pm 3\%$. The parameters shall be resettable locally and remotely;
 - f) The power factor: $\pm 3\%$;
- 12.2.1.1 The RMS peaks for items (a), (b) and (f) as indicated above: $\pm 3\%$ (maximum registers shall be resettable locally and remotely). It would be preferable that the peaks are to be timestamped. This shall be specified in Schedule 13;
- 12.2.1.2 The maximum demand for items (c), (d) and (e) as indicated above: $\pm 3\%$ (maximum demand parameters shall be resettable locally and remotely). It would be preferable that the peaks are to be timestamped. This shall be specified in Schedule 13; and
- 12.2.1.3 The ability to display locally the following analogue quantities will be preferred:
- (i) the positive phase sequence voltage;
 - (ii) the negative phase sequence voltage;
 - (iii) the zero phase sequence voltage;
 - (iv) the positive phase sequence current;
 - (v) the negative phase sequence current; and
 - (vi) the zero phase sequence current.
- 12.2.2 The real power energy and maximum demand measurement shall be integrated with respect to time. Energy values shall be calculated with selectable time integration periods of 15 min, 30 min or 60 min.
- 12.2.3 The data buffer shall work on the FIFO principle and a minimum size for the data buffer shall store values for four months on the 30 min integration period.
- 12.2.4 It will be preferred if peak current measurements are recorded when a user selectable threshold value is exceeded. The maximum attained value, the duration that the threshold value was exceeded and the time and date when it occurred should be recorded.

13 LOCAL CONTROL ENGINEERING REQUIREMENTS

13.1 General local engineering requirements

- 13.1.1 The AR controller shall contain a real time clock with leap year support and that can be set at site.
- 13.1.2 All events shall be time and date stamped with a resolution of at least 10 ms relative to the on-board real time clock. The accuracy of the clock shall be stated in Schedule 13.
- 13.1.3 A facility for selecting all the protection, operating and communications characteristics shall be locally available in the control cabinet. Password protection against unauthorized changes shall be available.

13.2 Local Controls and Indications

13.2.1 Local Control and Indication Functionality

- 13.2.1.1 The circuit-breaker shall be provided with an external lever to permit manual operation, using an insulated operating stick, to open and automatically lock-out the circuit-breaker from ground level. Where the lever is not solidly connected to the contact mechanism, the position of the external lever must be indicated to the control unit by a micro-switch and this indication must be available in the database as a separate indication.
- 13.2.1.2 The circuit-breaker status shall be clearly visible from ground level. "Opened" shall be indicated with a white "O" or "OPEN" on a green background. "Closed" shall be indicated by a white "I" or "CLOSE" on a red background. Alternative indications shall be subject to approval of the Engineer.
- 13.2.1.3 Full control and indication shall be immediately available on opening the door of the control cabinet. The local indications may power down if no keystrokes are registered for a period of fifteen minutes. A "wake-up" button that has to be pushed before any controls may be executed is NOT acceptable.

- 13.2.1.4 It shall be possible to change all the user selectable settings via the local HMI and via configuration software.
- 13.2.1.5 All local controls and indications shall be accessible in adverse weather conditions.
- 13.2.1.6 Password protection against unauthorised changes shall be available. Separate passwords for the Protection and Telecontrol settings are required.
- 13.2.1.7 Switches used for local control shall offer the type of control described under Local Controls i.e. secure or toggled control. Electronic keypad controls shall offer 'quick key' (maximum of one keystroke) access to these controls if not implemented with switches.
- 13.2.1.8 Easily available (i.e. maximum of one keystroke) local indication of protection operation shall be provided for at least the last operation of the AR. The function, the phase involved (indicated by A, B or C) and the magnitude of the measured quantity shall be indicated
- 13.2.1.9 A local trip indication, requiring no keystrokes, shall be provided. The trip function (e.g. O/C, E/F, SEF, NPS, etc.) and the phase involved (e.g. A, B or C) shall be indicated and shall remain visible until reset locally or remotely.
- 13.2.1.10 The option shall be available to link the SEF and E/F controls so that "turning SEF ON must also turn E/F ON and turning E/F OFF must also turn SEF OFF". This linkage shall apply regardless of the source of the control i.e. via Telecontrol, via the Operator panel or via the Configuration software.
- 13.2.1.11 ARs using gas, as an insulating medium shall:
- (i) Provide a low gas pressure indication at a gas pressure that enables safe operation of the AR.
 - (ii) Provide a user selectable function to open and lockout the AR under the above described condition.
 - (iii) Provide a method to block all trip and close signals in the event of the gas pressure dropping below a safe pressure.
 - (iv) Details of the low gas pressure alarm/block philosophy shall be provided in the tender documentation.
- 13.2.1.12 A user selectable Local Close Delay (Hit and Run) function shall be provided:
- (i) The delay will only be initiated when a local close instruction is issued from the front panel.
 - (ii) The time delay shall be selectable from 0 s to 20 s, in 1 s steps.
- 13.2.2 Specified Local Controls and Indications
- Local controls** (See note 1)
- (i) Breaker CLOSE/TRIP & LO Secure control
 - (ii) Supervisory ON/OFF Secure or Toggled control (see note 3)
 - (iii) ARC ON/OFF Secure or Toggled control
 - (iv) SEF ON/OFF Secure or Toggled control
 - (v) E/F ON/OFF Secure or Toggled control
 - (vi) Hot line tag ON/OFF Secure or Toggled control
 - (vii) Alternative setting groups 0,1, 2 & 3 Toggle or Pulse control
- Local indications** (See note 1)
- (i) Supervisory ON/OFF (See note 3)
 - (ii) ARC ON/OFF -
 - (iii) SEF ON/OFF -
 - (iv) E/F ON/OFF -
 - (v) Hot Line Tag ON/OFF -
 - (vi) Alternative setting groups 0,1, 2 & 3 -
 - (vii) Breaker OPEN -
 - (viii) Breaker CLOSE -
 - (ix) ARC LOCKED-OUT -
 - (x) NPS Alarm -
 - (xi) NPS Trip -
 - (xii) Frequency Trip -
 - (xiii) Auto frequency restore -
 - (xiv) Voltage Alarm -
 - (xv) Voltage Trip -

- (xvi) Auto voltage restore -
- (xvii) Protection operation -
- (xviii) Controller not healthy - (See note 2)
- (xix) Trip circuit not healthy -
- (xx) Gas alarm (If applicable) -
- (xxi) Loss of system voltage -
- (xxii) Auxiliary supply fail -
- (xxiii) Battery low -
- (xxiv) Charger fail -
- (xxv) Operation counter
Displayed immediately (i.e. requiring no keystrokes)
- (xxvi) Fault counters
Displayed immediately (i.e. requiring no keystrokes)
- (xxvii) Duty cycle record

Local analogue indications (See note 1)

- (i) Voltage)
- (ii) Current
- (iii) Active power)
- (iv) Apparent power
- (v) Reactive power)
- (vi) Active energy
- (vii) Reactive energy)
- (viii) Power factor
- (ix) Peak current
- (x) Maximum demand)
- (xi) Positive phase sequence voltage
- (xii) Negative phase sequence voltage
- (xiii) Zero phase sequence voltage
- (xiv) Positive phase sequence current
- (xv) Negative phase sequence current
- (xvi) Zero phase sequence current

Note 1: The local control and the local indication features on the control panel shall be labelled as presented in column 2, where applicable. The type of switch used for local control shall not allow for a conflict to exist between the switch position and the function status. All quantities, except maximum demand, to be update continuously.

Note 2: The "Controller not healthy" indication shall indicate the control equipment not healthy (watchdog) function operated. It shall not operate during the normal pole-mounted switch operating cycle. This indication should remain active until the unhealthy state that initiated it returns to normal.

Note 3: The switch shall allow the recloser control to be set in the following modes:

- 1) Supervisory On: In this mode a local operator can trip the AR and change the mode. A remote operator can trip and close the AR and change configuration parameters. All reporting functions are active.
- 2) Supervisory Off: In this mode a local operator can trip and close the AR and change configuration parameters. A remote operator cannot perform any controls. All reporting functions are active.

13.2.3 Alarms

- (i) Protection operation -
- (ii) Breaker OPEN -
- (iii) Breaker CLOSE -
- (iv) ARC LOCKED-OUT -
- (v) NPS Alarm -
- (vi) NPS Trip –
- (vii) Frequency Trip -
- (viii) Voltage Alarm -
- (ix) Voltage Trip -
- (x) Controller not healthy
- (xi) Trip circuit not healthy
- (xii) Gas alarm (If applicable)
- (xiii) Loss of system voltage
- (xiv) Auxiliary supply fail
- (xv) Battery low
- (xvi) Charger fail -

13.3 External interface

- 13.3.1 An external interface, suitable for the receipt of an external trip and close signal, Or suitable for the receipt of an external trip and close, and a current and voltage signal shall be provided. If that is not a standard of the controller it should be specified and added as an optional accessory.
- 13.3.2 Power for such an external interface module must be supplied by the controller. The Aux and battery supply shall be provided on separate spring loaded terminals in the control box to be used as wetting voltages for the external interface module (I/O).
- 13.3.3 The interface module shall be provided in accordance with the following:
- (i) at least one trip and one close input shall be provided, four separate tripping/closing inputs are preferred (e.g. for use in transformer protection applications: winding temperature, oil temperature, Buchholz trips, etc.);
 - (ii) the pick-up time shall be less than 10 ms;
 - (iii) an input modules providing its own wetting supply (e.g. detection of a potential free contact status) is preferred. External wetting supplies (24Vdc - 250Vdc and 110Vac - 230Vac) shall also be accommodated;
 - (iv) local indication of external trips (discrete per input) shall be provided;
 - (v) external trips shall be logged in the event recorder and
 - (vi) the ability to initiate or lock-out the ARC sequence upon external trip shall be provided.

13.4 Data

- 13.4.1 Non-volatile memory storage shall be sized to store the following minimum data:
- 13.4.1.1 all operating and protection parameters;
- 13.4.1.2 an event record that contains:
- (i) the last 50 occurrences of changes to the AR control or indication status (for the type of record specified, details shall be stated in Schedule 13); and
 - (ii) at least the last 50 protection operation events (a protection event is defined as all operations in a sequence until successful sequence reset or lock-out), and including O/C, E/F and SEF phase affected and magnitude of fault current. The number of protection events of the phase-affected and fault current. The number of protection events of the phase-effected and fault current magnitude for O/C, E/F and SEF shall be specified in Schedule 13;
- 13.4.1.3 It shall be possible, under password control, to manually reset the trip counter values. Alternatively methods to preserve this information locally at the AR (to facilitate maintenance) shall be stated in Schedule 13;
- 13.4.1.4 If so specified in Schedule 13, a record that contains at least the 30 day load profile maximum current demand together with the date and time for a minimum of 16 weeks shall be maintained. The integrating period shall be a non-moving window of 30 min, for example 08:00 to 08:30, 08:30 to 09:00; and
- 13.4.1.5 AR duty cycle per phase.
- 13.4.2 A pointer shall be provided to indicate where the data was last read to avoid reloading previously read data.
- 13.4.3 Devices that offer waveform captures are preferred.
- 13.4.4 Up loading of Protection and Tele-control databases.
- 13.4.5 The option to upload user selectable segments of the database shall be provided.
- 13.4.6 It shall be possible to upload the Protection and Tele-control databases separately.
- 13.4.7 Setting file data exchange
- 13.4.7.1 The auto-recloser settings application software shall provide an import/export facility that will allow protection and communication settings data to be exchanged with a third-party settings management software database, DigSilent StationWare for this purpose.

- 13.4.7.2 The Supplier shall demonstrate the bidirectional exchange of protection and communication settings between the auto-recloser setting/configuration software and a Microsoft Excel spreadsheet.
- 13.4.8 The file format for settings file data exchange shall be open source and made available to other software developers.
- 13.4.9 Acceptable formats for the data exchange are:
- (i) ASCII text file;
 - (ii) *.xml file format with published style sheets;
 - (iii) Microsoft Excel file format;
 - (iv) Extended Relay Interface by Omicron (XRIO) format; and
 - (v) Comma Separated Value (CSV) file format.
- 13.4.10 The Supplier shall provide Microsoft Excel-based setting sheets for the auto-recloser with separate columns for the setting name, actual setting and setting range and step sizes. The Excel worksheet shall be equipped to export settings into a format suitable for direct import into the auto-recloser setting/configuration software.
- 13.4.11 The Supplier shall provide a setting template for application with DigSilent StationWare settings management software

13.5 **Memory storage**

- 13.5.1 Non-volatile memory storage shall be sized to store the following data as a minimum:
- (i) all operating, protection and telecontrol parameters;
 - (ii) metering data as defined under Statistical Measurement And Metering Functionality;
 - (iii) Event records as defined under Event Recording and
 - (iv) counters as specified in Counters.
- 13.5.2 The storage shall be set out in detail in Schedule 13.

13.6 **Event recording**

- 13.6.1 Each AR shall include a sequence of event recorder that can log any settings change; settings group change; protection pickup or trip operation; or change in circuit-breaker and/or input and output status. Local and remote control actions (both manual and automatic) shall be logged.
- 13.6.2 The sequence of event recorder shall be capable of recording the maximum phase and neutral currents associated with over current, earth fault and sensitive earth fault protection “pick-up and trip” and “pick-up and drop-off” events.
- 13.6.3 The signals whose state changes are to be captured in the sequence of event recorder shall be programmable.
- 13.6.4 Events shall be date and time stamped to 1 ms resolution relative to the on-board real time clock and shall be recorded sequentially and chronologically. The year shall be recorded as a four digit number.
- 13.6.5 The naming of the events in the event recorder shall be consistent with those used on the operator panel and those reported via the communications protocol.
- 13.6.6 The AR shall store at least 1 000 events. Events shall be stored using the First In – First Out principle.
- 13.6.7 To enable uploading of the event data without re-loading of previously loaded data, it is required that the default upload standard shall be such that the configuration software shall first establish up to which point the event recorder of the particular device was last read and then only download the more recent events;
- (i) this point has to indicated to the user;
 - (ii) the block of events that must be uploaded shall be user selectable with a defined stop and start date;
 - (iii) registers shall not clear automatically after uploading of data

- 13.6.8 It shall be possible to save the sequence of events download from an AR in xml (e.g. COMFEDE as required in IEC 60255-24) and/or text formats. A sequence of events lists which can only be viewed using vendor-proprietary software are not acceptable.

13.7 **Counters**

- 13.7.1 An operations counter and fault counters shall be provided in accordance with the following:
- 13.7.2 Operation counter:
- 13.7.2.1 the operation counter shall provide a record and indication of all mechanical operations, i.e. a summation of all Open operations of the circuit-breaker;
- 13.7.2.2 it shall be possible, under password control, to manually edit the counter and
- 13.7.2.3 the preferred location of the register in which the operation counter's data is stored, is on board the circuit-breaker.
- 13.7.3 Fault counters:
- 13.7.3.1 fault counters shall be provided, per protection function, e.g. O/C, E/F, SEF, etc. ;
- 13.7.3.2 fault counters shall provide a record and indication of all Protection initiated trips, i.e. a summation of all Protection initiated trips, per Protection function and
- 13.7.3.3 it shall be possible to reset each fault counters.
- 13.7.4 A duty cycle record shall be provided in accordance with the following:
- 13.7.4.1 the duty cycle record shall provide a record and indication of the life cycle status of the breaker's contacts, taking into account the actual interrupted current, e.g. I^2t (details of how the life cycle status is established shall be provided in Schedule 13.);
- 13.7.4.2 it shall be possible, under password control, to manually edit the counter and
- 13.7.4.3 the preferred location of the register in which the duty cycle record's data is stored, is on-board the circuit-breaker.

13.8 **Maintenance indications**

- 13.8.1 The following shall be made available:
- (i) Operations counter: a resettable counter to count the total number of AR operations;
 - (ii) Breaker duty cycle indication: a reprogrammable counter that provides an indication of the remaining life of the AR interrupters;
 - (iii) Trip counter: a resettable counter that counter that counts all protection initiated trips; and
 - (iv) Pre-programmed maintenance interval (expressed in days): a user resettable indication of the lapses of a pre-programmed maintenance interval

13.9 **Local communication requirements**

- 13.9.1.1 At least one independent RS-232 or USB communication port that allows simultaneous operation shall be provided to:
- 13.9.1.2 upload and download the non-volatile data including protection characteristics, settings and history records to and from a personal computer. The requirements of the personal computer shall be stated in Schedule 13, and
- 13.9.1.3 operate at all of 1 200 B, 2 400 bps, and 9 600 bps or higher as specified in Schedule 13. The available rates shall be stated in Schedule 13.
- 13.9.2 if additional RS-232 communication ports are required, they shall be provided to:
- 13.9.2.1 interface to communication equipment if specified in Schedule 13, and
- 13.9.2.2 operate at all of 1200 bps, 2400 bps, and 9600 bps or higher, as specified in Schedule 13. The available rates shall be stated in Schedule 13.
- 13.9.3 Provided serial communication is utilized, it shall be possible to configure the protection characteristics, change operating settings and upload event and history records locally, subject to the limitations of the selected protocol.

13.9.4 Configuration Port

13.9.4.1 General

- (i) A configuration port shall be provided on the front panel of the recloser control to facilitate local configuration
- (ii) The use of dongles is not acceptable.
- (iii) The configuration port shall be either an Ethernet, RF link or a USB compatible port..
- (iv) USB ports for the configuration port shall be a standard type "B" socket to make provision for the use of a standard USB printer cable with a type "A" connector at the PC and a type "B" connector at the recloser control.

14 REMOTE ENGINEERING REQUIREMENTS

14.1 External antenna connection

- 14.1.1 Provision shall be made in the bottom entry gland plate for two keyed holes for the external antenna connections. Note that the antenna, coax, bulk-head connector and internal coaxial fly-lead are not part of this specification.
- 14.1.2 The keyed hole shall have a diameter of 16.2mm and the two flats shall be 13.7mm apart and spaced equidistant from the centre of the hole.
- 14.1.3 The holes in the gland plate shall be blanked off with blanking plugs that are bolted or screwed into position.
- 14.1.4 Some means shall be provided to protect the cables entering the bottom of the cabinet from damage due to livestock rubbing themselves against the bottom of the cabinet.

14.2 Remote Control and Indications

- 14.2.1 The minimum specification for remote controls shall be:

Remote Controls

- | | |
|--------------------------------|---------------------------------------|
| (i) Breaker TRIP & Lock Out | Complementary 2-output control |
| (ii) Breaker CLOSE | Complementary 2-output control |
| (iii) ARC ON / ARC OFF | Complimentary latched control |
| (iv) SEF ON / SEF OFF | Complimentary latched control |
| (v) E/F ON / E/F OFF | Complimentary latched control |
| (vi) Max Demand Reset | Activation control |
| (vii) Peak Current Reset | Activation control |
| (viii) Hot line tag ON / OFF | Complimentary latched control |
| (ix) Activate setting group 0 | Activation control |
| (x) Activate setting group 1 | Activation control Supervisory ON/OFF |
| (xi) Activate setting group 2 | Activation control |
| (xii) Activate setting group 3 | Activation control |
| (xiii) Aux output relay | |
| (xiv) Aux output relay | |

- 14.2.2 The minimum specification for remote indications shall be:

Remote indications (see note 2)

- | | |
|-------------------------|-------------------------------------|
| (i) Supervisory OFF | |
| (ii) Breaker OPEN | Set when 1 or more poles are open |
| (iii) Breaker CLOSED | Set when 1 or more poles are closed |
| (iv) ARC LOCKED-OUT | See note 3 |
| (v) ARC IN PROGRESS | See note 3 |
| (vi) ARC OFF | - |
| (vii) SEF OFF | - |
| (viii) E/F OFF | - |
| (ix) O/C Trip | See note 3, 4 |
| (x) High Set O/C Trip | See note 3, 4 |
| (xi) E/F Trip | See note 3, 4 |
| (xii) High Set E/F Trip | See note 3, 4 |
| (xiii) SEF Trip | See note 3 |

| | | |
|----------|---------------------------|-------------------------------|
| (xiv) | NPS Alarm | User settable level and delay |
| (xv) | NPS Trip | See note 3 |
| (xvi) | Frequency Trip | |
| (xvii) | Auto frequency restore | See note 3 |
| (xviii) | Voltage Trip | See note 3 |
| (xix) | Auto voltage restore | See note 3 |
| (xx) | Controller not healthy | |
| (xxi) | Trip circuit not healthy | |
| (xxii) | Gas alarm (If applicable) | |
| (xxiii) | Loss of system voltage | |
| (xxiv) | Auxiliary supply fail | |
| (xxv) | Battery low | Set at 50% and resets at 80% |
| (xxvi) | Charger fail | - |
| (xxvii) | Door open | - |
| (xxviii) | Hot Line Tag ON | - |
| (xxix) | Setting group 0 Active, | - |
| (xxx) | Setting group 1 Active | |
| (xxxi) | Setting group 2 Active | |
| (xxxii) | Setting group 3 Active | |
| (xxxiii) | Operation counter | |
| (xxxiv) | Fault counters | |

Remote analogue indications

| | | |
|-------|--------------------------|-----------------------|
| (i) | to Phase Voltage (r.m.s) | Per phase pair |
| (ii) | Current (r.m.s) | Per phase |
| (iii) | Active power | 3 phase bidirectional |
| (iv) | Reactive power | 3 phase bidirectional |
| (v) | Power factor | |
| (vi) | Peak current | Per phase |
| (vii) | Maximum demand | 3 phase |

Note 1: Controls shall comply with DNP3-2007 Vol 6, Part 2.

Note 2: All indication states shown are the abnormal states. All indications must only clear when the condition has gone or where sensible when the breaker closes.

Note 3: The reporting of these flags shall be arranged to coincide with the reporting of the breaker state changes so as to keep the number of radio transmissions to a minimum.

Note 4: Preference will be given to units that provide the option of per phase indications for these flags.

14.3 Telecontrol and Communication Requirements: Input/output capability

- 14.3.1 The IRTU shall be capable of supporting all indications, controls, analogues and counters specified. All settings pertaining to inputs and outputs (internal and external) shall be on a per item basis.

14.4 Indications

- 14.4.1 Each indication shall be configurable to provide time stamping of status changes with an accuracy of 10ms or better with respect to the clock.
- 14.4.2 Status changes shall be reported and recorded in the event log in the sequence in which they occur.
- 14.4.3 The IRTU shall provide the facility to disable each indication individually.
- 14.4.4 The IRTU shall provide the facility to invert the status of each indication individually
- 14.4.5 The IRTU shall provide non-volatile indication change history storage. The minimum requirement is the last 50 events (status + time stamp). All events, including the breaker status, shall be logged.
- 14.4.6 It shall be possible to download and upload the operating parameters for the indication subsystem remotely as well as locally. The configuration parameters shall be stored in non-volatile memory, and it shall not be necessary to download the parameters if the device is reset or restarted.
- 14.4.7 All indications marked for Unsolicited Reporting shall be queued. The queue shall be at least 50 long.
- 14.4.8 Two (preferably four) external indication inputs that can sense the state of a potential free contact shall be provided. The IRTU should therefore have the ability to sense and report, via the communications protocol, the status of an external third-party device such as a fault path indicator. Suppliers shall provide information about these inputs such as the wetting voltage, and how that voltage source is derived etc.

14.5 Controls

- 14.5.1 The control output sub-system shall support both Direct-Operate and Select-Before-Operate controls. The selection of type will be made at the master station.
- 14.5.2 Failure of any one component shall not, under any conditions, result in an undesired control output.
- 14.5.3 It shall be possible to download the operating parameters for the control output sub-system remotely as well as locally. The configuration parameters shall be stored in a non-volatile memory, and it shall not be necessary to download the parameters if the device is reset or restarted.
- 14.5.4 It shall be possible to test the control subsystem through the issuing of a “dummy” control (from the master and the test set).
- 14.5.5 Two external control outputs shall be provided in the form of potential free contacts. The function of these two relays shall be user configurable to operate either as latching contacts or momentary contacts. The IAR should therefore have the ability to control, via the communications protocol, the control relay of an external third-party device such as a fault path indicator.

14.6 Counters

- 14.6.1 At least two counters shall be provided (minimum 16 bits). Four counters will be preferred.
- 14.6.2 These counters shall be stored in non-volatile memory. At least one counter shall be capable of capturing all trips.
- 14.6.3 It shall be possible to assign the counters to count any point in the device.
- 14.6.4 The counters shall have a user configurable report facility (time referenced to the hour or count based). If the counter’s capacity is exceeded then the accumulator shall operate in a rollover fashion. It shall be possible to configure jitter, reporting and other settings per counter.
- 14.6.5 It shall be possible to down-load the operating parameters for the counter input sub-system remotely as well as locally. The configuration parameters shall be stored in non-volatile memory, and it shall not be necessary to download the parameters if the device is reset or restarted.

14.7 Analogues

- 14.7.1 All analogues shall have a resolution of at least 16 bits.
- 14.7.2 The IRTU shall report analogue changes on the transgression of a configurable moving window (delta range) relative to the last reported value (event or poll). This parameter shall be provided per individual analogue.
- 14.7.3 The moving analogue window (delta range) setting shall be a percentage of the full-scale value.
- 14.7.4 The IRTU shall provide the facility to disable each analogue individually.
- 14.7.5 It shall be possible to download the operating parameters for the analogue input sub-system remotely as well as locally. The configuration parameters shall be stored in non-volatile memory, and it shall not be necessary to download the parameters if the device is reset or restarted.

15 COMMUNICATION REQUIREMENTS

- 15.1 The communications system should be modular and flexible with regard to functional configuration. It should only be necessary to install those communications sub-systems, which are required for the specific application of the IRTU.
- 15.2 Considering the IRTU to be a DTE, any Data Communications Equipment (e.g. telephone modems, radio modem etc.) shall be physically separable from the DTE to allow City of Cape Town to supply or select the appropriate DCE.
- 15.3 The functioning or performance of the IRTU and user application programs, shall not be compromised by any communication activity.
- 15.4 The IRTU shall provide for the following simultaneous communications links
 - 15.4.1 One Remote Master Station port;
 - 15.4.2 One diagnostic/configuration port for local use;

- 15.4.3 One diagnostic/configuration port for remote use e.g. via GSM cellular modem
- 15.5 The above ports shall be suitably protected. The Tenderer shall provide full details of the level of protection on each of the above ports.
- 15.6 The Tenderer shall specify the maximum number and type of communications ports.
- 15.7 The above ports shall be easily configured to provide the range of required interfaces. Suppliers shall provide details on the options and configuration methods for these interfaces.
- 15.8 The above ports shall, as a minimum, be capable of asynchronous EIA-232 communication with hardware handshaking. Optional configuration as EIA-422/EIA-485 is preferred.
- 15.9 The Tenderer shall provide information on any alternative interfaces supported.
- 15.10 The IRTU shall support communications over the following media:
 - 15.10.1 Shared half duplex radio modem links with busy channel detection.
 - 15.10.2 Dedicated point to point links (including fibre optic cable).
 - 15.10.3 Dial-up telephone modems.
- 15.11 The Tenderer shall detail any alternative communications mediums supported.
- 15.12 The data communication speed on all communication ports shall as a minimum be configurable between 1200 bits per second and 19 200 bits per second.
- 15.13 The Tenderer shall indicate the maximum port speed attainable, and the associated mechanisms by which this speed is achieved.
- 15.14 Data Communication Equipment will either be “free-issued” by City of Cape Town to the supplier for fitment, or will be installed by City of Cape Town once the device has been delivered to City of Cape Town’s stores. The supplier’s quality plans and test procedures shall make provision for both the above options. City of Cape Town will audit these test procedures and inspections may be effected by the City of Cape Town.
- 15.15 The Data Communications Equipment will operate from DC 24V negative ground to be supplied by the AR control.
- 15.16 The control cabinet and associated electronics shall have been type tested in accordance with UNIPED NORM(SPEC)13 (1995): Automation and Control Apparatus for Generating Stations and Substations: Electromagnetic Compatibility Immunity Requirements. The environment shall be considered as falling in the HV substation category, according to NORM(SPEC)13.
- 15.17 Space and a mounting plate shall be provided on which to mount all the following data communications equipment simultaneously; one radio modem measuring 190mm x 170mm foot print, 62mm high and weighing 1.6kg, two cell phone modems each measuring 130mm x 90mm foot print, 40mm high and weighing 0.5kg. Consideration must be given to the safe routing of the power and the antenna connections and to providing easy access to the connections. Visibility of the indication lights on these devices must also be provided.

16 TELECONTROL PROTOCOL

- 16.1 The DNP3 implementation shall conform to Subset Level 3 as described in the “DNP3 Specification Volume 8 Spec – Interoperability-20070220”. The supplier’s implementation shall also comply with the latest and most applicable DNP2 IED Certification Procedure. It should be compliant to IEEE 1815.
- 16.2 The IRTU shall provide support for a slave implementation of DNP3-s007 and IEC 60870-5-101.
- 16.3 Proof of testing and verification of the compliance to both of the protocol functionalities shall be provided by the Tenderer in Schedule 13H, by providing the following:
 - 16.3.1 A DNP3 Compliance Certificate for DNP3 Level 2 as well as confirmation of compliance to DNP Level 3, that is based on the verification with the DNP3 Conformance Test Suite (CTS).
 - 16.3.2 Compliance Certificates for IEC 60870-5-101 and for IEC 60870-5-104, that is based on the verification with the IEC 60870-5-101 and IEC 60870-5-104 Conformance Test Suites (CTS)..
- 16.4 The DNP3 implementation shall support solicited and unsolicited reporting.
- 16.5 The DNP3 implementation shall support both Data Link and Application Layer retries.

- 16.6 Tenderers shall provide a Device Profile as described in "DNP3 Specification Volume 8 Appendix - DeviceProfile-20070530", clearly defining what services and functions if any are not supported. Any deviations from the subset shall be clearly documented in the proposal.
- 16.7 Collision avoidance and channel access shall comply with the DNP3 Specification. Details of the channel access algorithm must be provided.
- 16.8 The IRTU shall record the following communications statistics related to the telecontrol communications port; the number of received messages, the number of received messages with CRC errors, the number of transmitted messages and the number of retried messages.
- 16.9 The IRTU shall support the ability to reduce the size of the I/O database by deleting or disabling unused/unwanted points from the database.
- 16.10 The IRTU shall support the ability to configure the DNP3 Class of each point in the database.
- 16.11 The IRTU shall only make use of Identical Unsolicited Retries unless it ensures that no more than one state of any reported point is contained in the unsolicited response. Failure to comply with this creates the possibility every Unsolicited Retry with multiple states of the same point will create false alarms since the City of Cape Town's master stations rely on the Application Layer Sequence Number to identify unsolicited retries.
- 16.12 The IRTU will be required to interoperate with a Millennium 8501 Master Station supplied by Group Schneider Limited, an ENMAC Master Station supplied by GE and a Network Manager Master Station supplied by ABB. If further information is required regarding the City of Cape Town's system, this may be requested from the City of Cape Town.
- 16.13 Since these devices will communicate over unencrypted radios, there is a need to increase the security of these communications. The DNP3-2007 Specification, Volume 2, Supplement 1 Level 3 addresses this need and therefore the City of Cape Town requires this facility. If not yet supported, details must be provided on when this facility will be supported.
- 16.14 The City of Cape Town may require alternative public domain protocols to be supported in the future. Tenderers shall indicate their commitment and ability to implement further protocols after contract award. All the necessary information required to communicate this ability shall be given to the City of Cape Town.

17 CONFIGURATION SOFTWARE AND FIRMWARE

- 17.1 The AR shall be fully configurable from a PC, utilising the configuration software.
- 17.2 Configuration software is regarded as an integral part of the AR and should therefore be included as part of the package at no additional cost.
- 17.3 The configuration software shall be compatible with at least one Microsoft Windows Operating System less than 2 years old and another that is between 2 and 5 years".
- 17.4 The configuration software must not be tied to a specific computer and it should be able to be loaded on as many computers as required by the City. Software that requires a special key or dongle will be considered to be non-compliant.
- 17.5 Configuration software releases shall be fully backward compatible with all auto-reclosers from the same range, which is less than 15 years old.
- 17.6 A copy of the configuration software shall be submitted with the tender documentation.
- 17.7 All future updates of configuration software and firmware shall be made available to the City of Cape Town at no additional cost.
- 17.8 It shall be possible to perform future firmware upgrades via the local communication ports. Firmware upgrades involving EPROM replacement are not acceptable.
- 17.9 In the event of a change request being initiated by the supplier, all costs, except for those associated with witnessing/verification by City of Cape Town's staff, but including power system simulator testing (where applicable), shall be for the supplier's account.
- 17.10 The supplier shall inform the Engineer of any firmware or hardware update that becomes available for use by the City of Cape Town, specifically where the update relates to a problem or deficiency which may affect its reliable or safe operation.

- 17.11 The supplier shall provide the City of Cape Town technical representative with reasons for the change, shall provide details of the change, and shall declare all associated effects (e.g. impact on performance, communications, settings, and interoperability with previous versions).
- 17.12 The City of Cape Town shall not be obliged to undertake the evaluation of new firmware versions or new versions of hardware for each new version released by the supplier. This decision shall be taken by the Engineer.
- 17.13 Updated firmware or hardware shall not be considered for evaluation by the Engineer unless supported by an updated manual describing all new or altered features.
- 17.14 The future versions and releases of software (i.e. after initial evaluation and acceptance) and firmware shall be made available to the City of Cape Town.

18 COMMISSIONING, MAINTENANCE, AND FAULT FINDING

- 18.1 Wiring of serial cables in the control cabinet shall permit the connection of a temporary protocol monitor.
- 18.2 It shall be possible to perform secondary injection testing while the AR is communicating with the Tele-control master.
- 18.3 The AR shall not malfunction while a radio, which is in close proximity to the AR, is transmitting via an antenna; even if the control cabinet door is open.
- 18.4 It shall be possible to disconnect the circuit-breaker and connect a circuit-breaker simulator to the recloser control for testing purposes. The simulator shall accept three external currents and six voltages from an external test set. The external simulator must have a stop contact to simulate the main breaker contact status.
- 18.5 It shall be possible to inject test signals to perform commissioning and diagnostic testing. It should be possible to test the full functionality of the unit with a universal test set. If specialized test equipment is required, the cost of these units shall be provided in the tender documentation.
- 18.6 It shall be possible to disconnect the AR circuit-breaker from the line side and from the load side and to download a programme simulating an AR to the control cabinet for testing purposes.
- 18.7 If specialized test equipment are required:
 - (i) the cost of these units shall be provided in the tender documentation and
 - (ii) a detailed drawing of the control cable pin-outs shall be provided
- 18.8 Provision shall be made in the control cabinet for individually isolating the power supply to and from:
 - (i) the battery;
 - (ii) the battery charger; and
 - (iii) the primary supply to the AR control electronics.

19 ACCESSORIES AND TEST EQUIPMENT

- 19.1 If there are special accessories, tools, training aids or test equipment essential for installation and maintenance of the equipment offered, they shall be listed with the Tender documents and priced on the Pricing Schedule under Item C.

20 TESTS AND INSPECTIONS

20.1 Type tests

- 20.1.1 The AR shall have been type tested in accordance with, and shall have been found to comply with, the requirements of either SANS/IEC 62271-111 or ANSI/IEEE C37.60, and SANS/IEC 61000-4-6. The following appropriate values shall be stated in Schedule 13:
 - (i) interrupting performance (automatic operation);

- (ii) interrupting performance (manual operation);
- (iii) operating duty;
- (iv) making current;
- (v) minimum tripping current;
- (vi) insulation (dielectric test);
- (vii) radio interference voltage;
- (viii) temperature rise;
- (ix) mechanical operations;
- (x) control equipment surge withstand capability; and
- (xi) electromagnetic compatibility (EMC) (see SANS/IEC 61000-4-6).

20.1.2 Test records (on identical equipment) in the form of validated copies of test certificates issued by a recognized testing authority shall be submitted with the tender, summarised in and attached to in Schedule 13G.

20.2 Inspections

20.2.1 During manufacture and prior to despatch the equipment may be inspected by the Engineer or his duly appointed representative who will call for such tests as he may consider necessary. To this end, the Engineer or his representative shall, during normal working hours, be given all reasonable access and facilities for the carrying out of his duties and shall have the right of entry into the factory of the manufacturer and the factory of any sub-contractor to the manufacturer, where work in accordance with this specification may be in progress.

20.2.2 Before the despatch of any equipment from the factory of manufacturer the equipment and the routine factory test and inspection reports shall have been inspected by the Engineer or his duly appointed representative and an Acceptance Certificate shall have been issued. The manufacturer shall confirm the calculated then firm delivery date with factory inspection date as part of their order acknowledgement document that is returned within 5 working days of receiving and order to the CCT supply chain management person that issued the order and the Engineer. The manufacturer will then send a notification to the Engineer at least one week in advance of the proposed dates for final inspections, and units shall be fully completed prior to the day of the final inspection.

20.3 Routine tests (Factory Testing)

20.3.1 Full computer-driven testing of all operational characteristics to prove all aspects of AR operation shall be provided.

20.3.2 Routine tests, as required in either SANS/IEC 62271-111 or ANSI/IEEE C37.60, shall be carried out as a normal requirement of the contract and, unless otherwise agreed upon, shall be witnessed by the Engineer or by his appointed representative. No additional charge shall be levied for such tests or for the production or presentation of documentation related to routine tests. The Contractor shall indicate the planned Factory Acceptance Test (FAT) dates on the Delivery Schedule that accompanies the Order Acknowledgement to the Engineer, and will also give not less than seven days' notice to the Engineer when a unit is ready for inspection and testing.

20.3.3 The following routine tests as specified in SANS/IEC 62271 shall be conducted on the complete units and could be requested to be done in the presence of the Engineer or his appointed representative.

- (i) dielectric withstand test; one minute dry power-frequency;
- (ii) control, secondary wiring and accessory devices check tests;
- (iii) measurement of the resistance of main circuit;
- (iv) tightness tests;
- (v) reclosing and overcurrent calibration;
- (vi) partial discharge test;
- (vii) no load mechanical operation test.

20.3.4 Duplicates of routine test certificates in electronic (pdf) format shall be submitted to the Engineer by the Contractor for approval prior to or at the time of delivery of the equipment when the latter is

delivered to the final destination stated in the order. Equipment will not be formally accepted until such time as full routine test certification has been submitted and approved.

- 20.3.5 The duplicate test certificates giving the full results of all tests made on the equipment shall be supplied in hard copy for the Employer's records.
- 20.3.6 All routine test certification shall be dated and signed by the manufacturer's test engineer.

21 RATING PLATES

21.1 Rating plate – circuit-breaker

21.1.1 Each circuit-breaker shall bear a rating plate of an intrinsically corrosion-resistant material, indelibly marked with the sea-level ratings for which the equipment has been type tested.

21.1.2 The rating plate shall be indelibly marked with the following:

- (i) the rated voltage (Um);
 - (ii) the rated lightning impulse withstand voltage;
 - (iii) the rated power frequency withstand voltage;
 - (iv) the rated normal current;
 - (v) the rated short-time withstand current;
 - (vi) the rated peak withstand current;
 - (vii) the manufacturer's name or trade mark;
 - (viii) the manufacturer's type number or type designation;
 - (ix) the manufacturer's serial number;
 - (x) the year of manufacture;
 - (xi) the total mass of the circuit-breaker;
 - (xii) the rated short-circuit breaking current;
 - (xiii) the rated duration of short-circuit;
 - (xiv) the rated operating sequence;
 - (xv) the rated trip coil voltage;
 - (xvi) the rated spring release coil voltage;
 - (xvii) the rated motor voltage;
 - (xviii) a statement that the circuit-breaker has been tested in accordance with SANS/IEC 62271-100.
 - (xix) the Contract number of the Employer for this tender;
 - (xx) the Purchase Order (PO) number from the Employer for that shipment;
- (Note that the final two items on the list above can be reflected on an auxiliary rating plate, of material to the same standard as the manufacturers rating plate and affixed to a standard to the approval of the Engineer.)

21.2 Rating plate – recloser controller

21.2.1 Each recloser control shall bear a rating plate of an intrinsically corrosion-resistant material, indelibly marked with the sea-level ratings for which the equipment has been type tested.

21.2.2 The rating plate shall be indelibly marked with the following:

- (i) the manufacturer's name or trade mark;
- (ii) the manufacturer's type number or type designation;
- (iii) the manufacturer's serial number;

- (iv) Manufacturer's reference number and code.
- (v) Year and month of manufacture.
- (vi) the rated auxiliary supply voltage;
- (vii) the total mass of the control cabinet;
- (viii) the Contract number of the Employer for this tender;
- (ix) the Purchase Order (PO) number from the Employer for that shipment.

22 PACKING, TRANSPORT AND LABELLING

- 22.1 The Contractor shall be responsible for the packing, loading, transport and off-loading of the Goods from the place of manufacture, whether this is at his own works or those of any supplier, to the Employer's Electricity Stores or to site and shall provide all labour, plant and material necessary for the offloading.
- 22.2 The method of packing shall provide adequate protection for transportation of the equipment contained within. All equipment shall be carefully packed in such a manner that it is protected against climatic conditions. In particular precautions shall be taken to protect the equipment insulation against the ingress of moisture. The method of packing and precautions to be taken during transport shall be clearly marked on the appropriate drawings.
- 22.3 Any loose parts shall be boxed in substantial crates or containers to facilitate handling in a safe and secure manner. Each crate or container shall be marked clearly on the outside of the case to show the mass the crate is bearing and the correct position for the slings. Each crate or container shall also be marked with the notation of the part or parts contained therein, contract number, CCT purchase order number, CCT SAP Material Number and port of destination, and shall become the property of the Employer after delivery. Sub-assemblies that is ordered by CCT under as an item with one SAP Material number, shall as far as possible be crated or boxed together.
- 22.4 Loose parts and accessories forming part of each unit, or necessary for the assembly of such shall be dispatched and delivered with the unit. Payment will not be authorised per item until all relevant loose parts and accessories have been delivered. Such loose parts shall be crated or packaged such that all parts and fasteners necessary for each assembly are contained in a single container. The container shall be marked with the container number and a complete bill of materials and components contained there-in, together with the relevant part numbers and reference to the drawing number detailing assembly of such parts.
- 22.5 The packing lists, details of the number, size, marks, mass and contents of each package and drawings shall be despatched to the Engineer giving full and clear details of the contents of the packages and crates. Any special storage/handling requirements, shelf life limitations etc. shall be clearly indicated. An electronic copy of the complete packing lists shall be provided to the Engineer immediately after the items are despatched.
- 22.6 Transit/storage bushing protection covers shall be fixed to the equipment to prevent damage to bushings.
- 22.7 Any damage due to defective or insufficient packing or that occurs during loading, transport or off-loading of the Goods shall be made good by the Contractor at his own expense and within reasonable time when called upon by the Employer to do so.
- 22.8 The Contractor shall inform himself fully as to all relevant transport facilities and requirements and loading gauges and ensure that the equipment as packed for transport complies with the South African highway regulations and/or conforms to the limitations of the transport facilities of Transnet Ltd. The Contractor shall also be responsible for verifying the adequacy of any cranes required for off-loading at the port of entry, at the Employer's Electricity Stores and at Site.
- 22.9 The Contractor shall take reasonable steps to prevent damage to any highways or bridges by his traffic and shall select routes, choose and use vehicles and restrict and distribute loads so that the risk of damage shall be limited as far as is reasonably possible. The Contractor shall immediately report to the Engineer any claims made against him arising out of alleged damage to a highway or bridge.
- 22.10 Access to the Stores is by road only.
- 22.11 The Tenderer shall be responsible for the packing, loading and transport of the equipment from the place of manufacture and off-loading, whether this is at his own works or those of any supplier, to the CCT Stores.

- 22.12 All equipment shall be carefully packed in such a manner that it is protected against climatic conditions. In particular precautions shall be taken to protect the equipment insulation against the ingress of moisture.
- 22.13 Any damage due to defective or insufficient packing shall be made good by the Contractor at his own expense and within reasonable time when called upon by the CCT to do so.
- 22.14 All equipment shall be carefully packed to prevent damage or deterioration during normal transportation, handling and storage.
- 22.15 The packing shall be such as to protect the components against corrosion and damage during normal handling, transportation and storage.
- 22.16 Packing shall be such as to permit easy identification of the components without their removal from the packing.
- 22.17 **Marking of Packaged Goods**
- 22.17.1 Each container shall bear the following information on the outside of the container:
- (i) product description;
 - (ii) product code or part number;
 - (iii) the gross mass, in kilograms;
 - (iv) name of manufacturer and contact details;
 - (v) number of components of each type in the container;
 - (x) address of the destination;
 - (xi) the Contract number of the Employer for this tender;
 - (vi) Purchaser's purchase order number and
 - (vii) Purchaser's SAP material number(s) of the items included.
- 22.17.2 If the product is supplied by a third party supplier (e.g. importers, agents, etc.) the container shall also bear the following information on the outside of the container:
- (i) name of the third party supplier;
 - (ii) contact details of the third party supplier.

23 DOCUMENTATION, INFORMATION & DRAWINGS

23.1 General

- 23.1.1 Each AR shall be supplied complete with the specified documentation together with the routine test certificates specified.
- 23.1.2 The documents shall be available on optical media for use in a document management system in accordance with the following requirements:
- (i) all text-based documents shall be provided in HTML, Microsoft Word or Adobe Acrobat formats;
 - (ii) all drawings will be provided in an approved computer aided design (CAD) format.

23.2 DRAWINGS

- 23.2.1 Detailed drawings of all cubicles, circuit boards, etc. shall be submitted to the Engineer for approval prior to manufacture.
- 23.2.2 Drawings for approval shall be submitted in duplicate as black line prints on a light background and, on approval, four further copies shall be supplied. The Contractor shall supply for the Employer's own use 5 sets of all drawings bound in individual files. The general arrangement, section, wiring and schematic diagrams shall also be provided on CD-ROM in a format compatible with AutoCAD 12 as well as on a separate CD-ROM with the drawings in Adobe pdf format. The directory structure shall be to approval.

- 23.2.3 The following detailed drawings shall be submitted (critical dimensions and specified dimensions shall be clearly indicated):
- 23.2.3.1 Circuit-breaker
- (i) general outline drawing of the circuit-breaker;
 - (ii) drawing of the circuit-breaker's mounting bracket;
 - (iii) drawing of bushing and terminal clamp/arrangement;
 - (iv) drawing of the circuit-breaker's rating plate;
 - (v) drawing of surge arrester mounting bracket and
 - (vi) drawing of the circuit-breaker with surge arresters fitted, using the surge arrester dimensions given in NRS 036. The minimum phase-to-earth clearances shall be indicated on the drawing. External voltage sensors shall also be indicated on the drawing, if applicable.
- 23.2.3.2 Recloser control
- (i) general outline drawing of the control cabinet;
 - (ii) drawing of the control cabinet's mounting bracket;
 - (iii) drawing of the control cabinet's rating plate;
 - (iv) drawing of control cabinet's internal layout;
 - (v) drawing of the front panel layout and
 - (vi) drawing of allocated space for the user's communication equipment
- 23.3 **Schematics**
- (i) internal components and wiring diagram of the circuit-breaker;
 - (ii) modules and wiring diagram of the recloser control;
 - (iii) module sub-rack and recloser control wiring diagram including functions and designations of the terminal blocks/connectors;
 - (iv) control cable pin-outs;
 - (v) details of terminals and terminal connectors;
 - (vi) block schematic diagrams showing the functional arrangement of the IRTU system and
 - (vii) functional diagrams showing the overall operation of the equipment.
 - (viii) Interlocks and protection scheme.
- 23.4 **Tenderers shall submit with their tenders the following drawings:**
- (i) Dimensioned drawings indicating the general arrangement of the units and kiosks.
 - (ii) Dimensioned detail drawings for each unit, showing all operating and test facilities, cable compartments, cable clamping, cable termination arrangements and clearances.
 - (iii) Drawings shall show operating and test facilities fully dimensioned relative to the floor or ground level and the front of the unit, in the service configuration of the units.
 - (iv) Installation drawings for each unit showing requirements for switchroom design and equipment positioning for indoor installation.
 - (v) Prior to manufacture but after the contract has been awarded, as part of an engineering phase, detailed drawings of all cubicles, circuit boards, etc. shall be submitted to the Engineer for approval.
 - (vi) Full electrical schematic diagrams including details of electrical interlocks and protection schematics shall be submitted by the successful Tenderer for formal approval before manufacture of the equipment is commenced.
 - (vii) Drawings for approval shall be submitted in duplicate as black line prints on a light background and, on approval, four further copies shall be supplied.

- (viii) The Contractor shall supply for the Employer's own use 5 sets of all drawings bound in individual files. The general arrangement, section, wiring and schematic diagrams shall also be provided on CD-ROM in a format compatible with AutoCAD 12 as well as on a separate CD-ROM with the drawings in Adobe pdf format. The directory structure shall be to approval.
- (ix) On completion of installation work on site all drawings shall be revised where necessary to show the equipment as installed and two copies submitted for approval.

23.5 **Operating and maintenance instructions**

- 23.5.1 The Contractor shall submit erection, operating and maintenance instructions and diagrams for approval by the Engineer and after approval shall supply in a durable form five copies. In addition, the documentation shall be provided on CD-ROM in Portable Document Format (pdf).
- 23.5.2 The manuals shall contain as a minimum the following information:
 - (i) Installation, wiring, and cabling diagrams.
 - (ii) Assembly (and sub-assembly) drawings. Drawings shall identify and show the location of the components on the circuit boards and shall include circuit board schematics.
 - (iii) Maintenance documentation. This documentation shall include all manuals and other descriptive materials which will enable maintaining and troubleshooting.
 - (iv) Operation, maintenance, hardware and software documentation.
 - (v) Documentation for all factory and field tests.
- 23.5.3 A comprehensive spare parts catalogue shall be supplied.

24 **SUPPORT**

24.1 **OEM and authorised Distributors:**

- 24.1.1 Tenderers that are submitting as the manufacturers or as OEM of the equipment offered should submit evidence that he is a qualified manufacturer, who regularly manufactures equipment and materials of the type specified on Annexures C and D of Schedules 16.
- 24.1.2 Tenderers who are not the manufacturer shall be an authorised distributor with the original equipment manufacturer (OEM). The tenderer shall furnish proof of such authorisation in the form of a letter and this must be listed on and attached to Schedule 13F. No tender will be regarded as an acceptable/responsive tender if the tenderer fails to submit such documents prior to award of tender.
- 24.1.2.1 If the Tenderer is an authorised representative, he shall show evidence that he is authorised to represent the qualified manufacturer and such evidence shall be submitted with the tender.
- 24.1.2.2 If change in ownership or major policy of the Tenderer during the period of the proposed work is anticipated the scope and effect thereof shall be defined.

24.2 **Quality Assurance Plan and SANS 9001 Certification**

- 24.2.1 Tenderers shall submit a detailed Quality Assurance Plan detailing the programme of quality control and inspection activities which will be followed in order to ensure that during manufacture, on completion and installation, the equipment and works complies with the requirements of the specification and tendered delivery times.
- 24.2.2 A company organogram detailing the position of the Quality Assurance Department shall also be submitted as part of the Quality Assurance Plan.
- 24.2.3 The Quality Assurance Plan shall be listed on, and attached to Schedule 13C.
- 24.2.4 Tenderers (or the manufacturer and supplier offered) who are certified as being compliant to the SANS 9001 quality management standard for the manufacture of the equipment should state that and provide the details of the certification in Schedule 13C and Schedule 13F.
- 24.2.4.1 Tenderers shall declare if he has claims pending against him regarding the quality of performance of his work.

24.3 Track Record of Equipment and Experience of Tenderer

- 24.3.1.1 The Tenderer shall certify the track record (of at least 5 years) of the equipment offered by submitting evidence in the form of a reference list of projects, project location, project value and project completion dates where this equipment has been supplied and commissioned on Schedule 13D.
- 24.3.1.2 The equipment manufacturer should be a well-established manufacturer having adequate technical knowledge and practical experience. Where applicable, technical and manufacturing licensing agreements shall be identified and described.
- 24.3.1.3 The Tenderer should have undertaken projects in the past five years each of which are of similar magnitude and complexity to the projects covered by this Specification. Additional evidence shall be given in the form of a reference list which should also clearly indicate the extent of responsibility of the Tenderer for each project and indicate achievement of guarantees and delivery dates where appropriate in Schedule 13D.
- 24.3.2 Tenderers shall submit failure statistics, where available (e.g. KEMA statistics) to show proven reliability as an attachment to Schedule 13D.

24.4 Expertise and Qualifications of key personnel and of the Tenderer

- 24.4.1 A company organogram detailing the position of the Project Manager for this Tender and the Technical personal shall also be submitted as part of the Quality Assurance Plan which has to be attached to Schedule 13C.
- 24.4.2 As the equipment required in terms of this tender is considered to be of a technically complex nature, requiring considerable expertise, it is essential that suitably qualified and experienced personnel be assigned to this project. It would be extremely advantageous if the key personnel can demonstrate recent experience related to specific aspects of this project detailed in the tender. A statement for each of the key personnel which highlights any particular fields of specialisation and experience that is relevant to this particular project as attachments to Schedule 13D should be listed on, and attached to Schedule 13C.
- 24.4.3 Tenderers shall submit written evidence with his tender, satisfactory to the Employer, of his qualifications to perform the specified work satisfactorily.

24.5 Availability/allocation of resources

- 24.5.1 The Tenderer has to indicate to have adequate plant and manufacturing capacity available to do the work properly and expeditiously within the time period specified.
- 24.5.2 Tenderers must indicate what resources they have available and intend allocating to this project, and on what basis (that is, for what aspect of the work, and whether full or part time), if successful.
- 24.5.3 Tenderers should note that, during the course of any contract arising from this tender, any of the personnel listed at tender stage may only be replaced with personnel of similar qualification and experience, subject to the approval of the Employer. Proof of certification must be attached to Schedule 13D.
- 24.5.4 The Tenderer has to have adequate financial status to meet the financial obligations incident to the work.

24.6 Manufacturing Facilities

- 24.6.1 The Tenderer that is a manufacturer shall give details with his tender of the manufacturing facilities which he or his representatives have available in South Africa on Schedule 13D.
- 24.6.2 The Tenderer must include the extent of the facilities available including the number of resident permanent technicians, and the nature of the resident permanent engineering staff.

24.7 Service Facilities

- 24.7.1 The Tenderer shall give details with his tender of the service facilities which he or his representatives have available in South Africa on Schedule 13C.
- 24.7.1.1 The Tenderer must include the extent of the service facilities available including the number of resident permanent technicians, the nature of the resident permanent engineering staff, and the extent of spares normally carried in stock which would be suitable for use in connection with the plant included in the tender.

- 24.7.2 If a portion of the work is to be subcontracted, any such sub-contractors shall comply with the above stated requirements.
- 24.7.3 The Engineer shall be allowed access, at all reasonable times during the period in which tenders remain open for acceptance, to the works of the Tenderer or the manufacturer represented by the Tenderer, as the case may be, for the purpose of ascertaining his ability to perform satisfactorily the specified work.

25 TRAINING

- 25.1 Training shall be provided in Cape Town to enable the Employer's staff to install, set up, maintain and operate the equipment offered.
- 25.2 The Operation and Maintenance training course for the equipment shall include, but not be limited to, the following:
- 25.2.1 Theory of operation
 - 25.2.2 Detailed overview of equipment
 - 25.2.3 Interlocks and Safety Features
 - 25.2.4 Installation and commissioning
 - 25.2.5 Preventative maintenance
 - 25.2.6 Maintenance manual review
 - 25.2.7 Testing, troubleshooting/fault-finding and configuration
 - 25.2.8 Repairs
 - 25.2.9 Practical Demonstration.
- 25.3 Another training course, an Engineering Training course, specifically aimed at the Protection and SCADA Engineering personnel for the setting up of the equipment shall also be provided and shall include, but not be limited to, the following:
- 25.3.1 Theory of operation
 - 25.3.2 Detailed overview of equipment
 - 25.3.3 Interlocks and Safety Features
 - 25.3.4 Setup and Configuration of the Controller:
 - 25.3.4.1 Relay and protection settings
 - 25.3.4.2 RTU and SCADA and control settings
 - 25.3.5 Installation and commissioning
 - 25.3.6 Testing, troubleshooting/fault-finding and configuration of Controller
 - 25.3.7 Repairs to Controller
 - 25.3.8 Practical Demonstration
- 25.4 The training details submitted with the Tender shall include a description of the contents and duration of the course and the prerequisites, if any, required of course participants. The outlines shall be in sufficient detail to evaluate the course material.
- 25.5 The training instructors shall be South African based staff members of the OEM or their Agent and shall have been certified by the OEM as training instructors in the particular equipment offered.
- 25.6 The instructors shall have a complete and thorough knowledge of the equipment and course materials and shall have proven prior experience in conducting the specified training.
- 25.7 As the training may need to be conducted on more than one occasion during the contract period the training interventions shall neither require nor be priced to be conducted by overseas equipment specialists. Training interventions that are excessively priced will not be awarded without full justification and detailed breakdown of costing by the Tenderer.

- 25.8 Each course participant shall receive a copy of the training manuals and other documentation used during the training courses.
- 25.9 All training will be undertaken at the Employer's premises.
- 25.10 The operations and maintenance training course shall be given to classes of maximum size of 15 individuals and the training course per class shall be conducted and completed over a single, full day.
- 25.11 The full operations and maintenance training intervention shall thus cover five separate classes and be completed in a single week of five working days (Monday to Friday), with a maximum expected attendance of 75 individuals.
- 25.12 The price tendered in the Pricing Schedule for the operations and maintenance training shall be for the full training intervention (i.e. One week (five working days) encompassing five repeats in succession of the single day course). The training price is not a price per person, nor a price per day.
- 25.13 The Engineering training course shall be given to classes of maximum size of 15 individuals (Engineers and Senior Technicians) and the training course per class shall be conducted and completed over three full days.
- 25.14 The full Engineering training intervention shall thus cover one class to be completed in a single intervention of three consecutive working days, with a maximum expected attendance of 20 individuals.
- 25.15 The price tendered in the Pricing Schedule for the Engineering training shall be for the full training intervention (i.e. Three working days encompassing a single intensive and comprehensive course). The training price is not a price per person, nor a price per day.
- 25.16 The price for each training intervention shall cover the complete training and include all preparation, travelling, accommodations and incidental costs including all course materials.
- 25.17 On completion of the training each candidate shall be provided with certification of attendance of the course, with copies of the certification being provided to the Employer.

26 QUANTITIES

- 26.1 Tenderers should note that the quantities in the table of anticipated annual usage quantities are anticipated quantities only for the purpose of indicating approximate usage levels. The Employer will order only those quantities that are actually required from time to time and may not order any quantity at all depending on project and customer demand.
- 26.2 Table of Anticipated Annual Usage quantities:

| Item No. | Description | SAP Commodity Code | Anticipated Annual Quantities Required |
|--|--|--------------------|--|
| Item Category A: POLE-MOUNTED RECLOSER UNITS | | | |
| A.1 | POLE-MOUNTED AUTO-RECLOSER 11kV, 400A, 12.5kA, complete with circuit breaker, controller, IRTU, weather-proof cubicle, Integral or attached MV power supply module and AR-controller interconnection cable | 200024843 | 12 |
| Item Category B: Training | | | |
| B.1 | Operation and Maintenance Training Intervention | -- | 2 |
| B.2 | Engineering Training Intervention | -- | 1 |

27 DELIVERY PERIOD

- 27.1 The specified delivery period per item is detailed in the Price Schedule.
- 27.2 Tenderers shall detail in the space provided in the Price Schedule the tendered delivery period per item. Tendered delivery periods that exceed the specified delivery period will be to the approval of the Engineer.

- 27.3 Tendered delivery periods that are considered by the Engineer to be excessive and that would have an adverse effect on the Employer's material stock planning and project execution may result in the Tender being deemed non-responsive.
- 27.4 The contracted delivery period shall be the specified delivery period or an alternative tendered delivery period that has been considered and formally approved by the Engineer at the time of tender award.
- 27.5 The Contractor shall deliver Goods ordered from time to time in accordance with this tender within the contracted delivery period unless specifically approved to the contrary by the Engineer.
- 27.6 The Contractor shall on placement of new purchase orders by the Employer prepare a detailed delivery schedule that complies with the contracted delivery period and submit this to the Engineer within 5 working days of the placement of the orders. The manufacturer shall confirm the calculated date as displayed on the official Purchase Order which will then become the firm delivery date with a factory inspection date as part of their order acknowledgement document that is returned within 5 working days of receiving the order to the CCT buyer that issued the order and to the Engineer.
- 27.7 In cases where large quantities of Goods are ordered simultaneously staggered deliveries that extend beyond the contracted delivery period will be considered provided that the anomaly is presented and a request for the approval of that delivery schedule has been submitted to the Engineer and it has then formally been approved by the Engineer, within 5 working days of receiving the order.
- 27.8 Contract deliveries that exceed the contracted delivery period and for which the extended delivery period has not been formally approved by the Engineer will be subject to penalties in accordance with the Special Conditions of Contract.

28 PARTICULARS

- 28.1 Tenderers shall submit with their tenders full particulars of the Goods offered and shall complete the Schedules attached hereto in full.
- 28.2 The Schedules shall be completed in full with full particulars and comprehensive technical descriptions of the Goods offered. Tenderers shall detail actual particulars, parameters or dimensions specific to the Goods offered and shall not simply refer to other standards or specifications.
- 28.3 Sufficient technical data, diagrams, schematics, dimensioned drawings and relevant information shall be submitted with the tender to enable the characteristics and merits of the Goods offered to be ascertained, including the design provisions. Drawings complying with the requirements laid out above shall accompany the tender submission.
- 28.4 The tenderer shall submit a complete list of modules, controllers cards and components which shall be priced as spares on the Pricing Schedule.
- 28.5 The manufacturers and the places of manufacture, testing and inspection of the various portions of the Works shall be stated in the Schedules together with full details of the location and capabilities of their service / repair facility situated closest to Cape Town. No changes to these particulars will be permitted after contract award except under exceptional circumstances and with detailed motivation by the Contractor. Such changes shall be subject to the written agreement of the Engineer
- 28.6 Tenderers who are not the Original Equipment Manufacturers (OEMs) of the Goods detailed in the Price Schedule shall provide a letter from the OEM of the relevant Goods verifying that they are an authorised reseller or distributor of that equipment in Schedule 13F. Such Tenderers shall include details of their experience as authorised resellers or distributors of the Goods detailed in the Price Schedule in Schedule 13C and of the OEM in manufacturing the offered goods in Schedule 13D.
- 28.7 Tenderers shall tender for a single manufacturer only per Goods item, either the Tenderer or a separate OEM as envisaged above. The Tenderer is required to commit to the single manufacturer per item for the full duration of the contract and is to provide the detailed particulars and drawings as listed above that are specific to that manufacturer.
- 28.8 Tenderers shall submit their Company Organogram, and in addition a Company Organogram for the OEM if the Tenderer is not the OEM. Organograms shall detail the structure of the Tenderer's and OEM's companies and the relationships between the tendering, manufacturing, technical support, quality assurance and administrative staff, departments, and duties within each company.
- 28.9 Tenderers shall submit a Quality Plan detailing the manufacturing and quality process, and shall include full particulars detailing their fabrication, welding, corrosion protection and painting processes. This should also include a schedule of the process with periods since the receipt of an official order from the

Employer that indicates when hold points would occur and when the Factory Inspection could be expected to be arranged.

- 28.10 Information should be submitted detailing the quantity of similar units, manufactured and supplied by the Tenderer and/or the OEM and in service in South Africa, as well as the details of existing users of the Goods tendered in Schedule 13D.
- 28.11 All apparatus should comply with this Specification. Any departures from the requirements of this Specification or non-compliance shall be stated by the Tenderer clause-by-clause in the schedules and may be accepted at the Engineer's discretion. Undisclosed non-compliance with requirements of the Specification shall result in the Contractor being bound to the requirements of the Specification. These departures shall be detailed and explained in in Schedule 13E.
- 28.12 No departure shall be implemented without the prior approval of the Engineer.
- 28.13 The Contractor shall be responsible for any discrepancies, errors or omissions in the particulars and guarantees, whether or not such particulars and guarantees have been approved by the Engineer.
- 28.14 All details given in this Specification and the drawings forming part of it have been carefully compiled but the onus is on the Tenderer to satisfy himself as to the accuracy thereof.

29 CONTRACT AWARD

Main and Alternative Contractors

- 29.1 Unless otherwise stated in the tender conditions, a contract will be concluded with the tenderer who scores the highest number of tender adjudication points.
- 29.2 The CCT intends to appoint two tenderers for each item, (the highest ranked tenderer (the "Main Contractor")) and in addition an "Alternative Contractor", (where possible offering goods from an alternative manufacturer) for the allocation of work. If insufficient responsive bids are received, the CCT reserves the right to appoint fewer tenderers, or not to appoint any tenderers at all.
- 29.3 Purchase Orders will in the first instance be placed by the CCT with the Main Contractor.
- 29.4 Should the Main Contractor not be able to meet the contractual commitments relating to a particular order or orders, either in terms of delivery performance or of compliance with the requirements of the specification, the Contractor shall advise the CCT within 5 working days of receipt of the order(s). The purchase order(s) will thereafter be cancelled and orders placed with the Alternative Contractor.
- 29.5 Should the Main Contractor continually fail to meet the contractual commitments the CCT reserves the right to initiate the Default process, during which the Contractor will be afforded an opportunity to address in consultation with the CCT his contract performance and failure to meet the contractual commitments.
- 29.6 During the course of any such Default process the CCT reserves the right to place orders with the Alternative Contractor instead of the Main Contractor and shall retain this right until such time as the Main Contractor has either corrected the non-compliance with the contractual commitments or has provided a proposal to correct the non-compliance with the contractual commitments that is to the satisfaction of the CCT.
- 29.7 In the event that the Main Contractor is formally placed in Default in terms of the specification the contract shall be placed with the Alternative Contractor for the balance of the contract period.
- 29.8 The contract period shall be for a period not exceeding 36 months from the commencement date of the contract.

29.9 Continuity of Equipment and Suppliers / Manufacturers

- 29.9.1 Contract award will be based upon the technical information supplied with the successful Tenderer's or Tenderers' submissions, and no changes in the equipment tendered or in the equipment Suppliers / Manufacturers will be permitted during the validity period of the contract. Changes sought by the Contractor due to exceptional circumstances should be requested formally by the Contractor and will be subject to the prior formal approval of the Engineer.

30 HEALTH AND SAFETY PLAN

- 30.1 The successful Tenderer(s) will be responsible for the safe loading, transport, delivery and off-loading of the goods strictly in accordance with the requirements of the Occupational Health and Safety Act and

all other relevant legislation. To this end the successful Tenderer(s) shall provide a detailed Health and Safety Plan to the City within two weeks of commencement of contract detailing the specific provisions put in place to ensure compliance in this regard.

31 TRADE NAMES OR PROPRIETARY PRODUCTS

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

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

32 EMPLOYMENT OF SECURITY PERSONNEL

- 32.1 All security staff employed by the supplier on behalf of the CCT or at any CCT property must be registered with Private Security Industry Regulatory Authority (PSiRA). Proof of such registration must be made available to the CCT’s agent upon request.

33 FORMS FOR CONTRACT ADMINISTRATION

- 33.1 The supplier shall complete, sign and submit with each invoice, the following:
- a) Monthly Project Labour Report (**Annex 3**).
 - b) B-BBEE Sub-Contract Expenditure Report (**Annex 4**).
 - c) Joint Venture Expenditure Report (**Annex 5**).
- 33.2 The Monthly Project Labour Report must include details of all labour (including that of sub-contractors) that are South African citizens earning less than R350.00 per day, as adjusted from time to time (excluding any benefits), who are employed on a temporary or contract basis on this contract in the month in question.
- 33.3 In addition to the Monthly Project Labour Report the Supplier shall simultaneously furnish the CCT’s Agent with copies of the employment contracts entered into with such labour, together with certified copies of identification documents as well as evidence of payments to such labour in the form of copies of payslips or payroll runs. If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it and proof of such acknowledgement shall be furnished to the CCT’s Agent.
- 33.4 The Monthly Project Labour Reports shall be completed and submitted in accordance with the instructions therein.
- 33.5 The B-BBEE Sub-Contract Expenditure Report is required for monitoring the supplier’s compliance with the sub-contracting conditions of the Preference Schedule.
- 33.6 The Joint Venture Expenditure Report is required for monitoring the joint venture’s/consortium/partnership compliance with the percentage contributions of the partners as tendered, where the joint venture/consortium/partnership has been awarded preference points in respect of its consolidated B-BBEE scorecard.

(14) MONTHLY PROJECT LABOUR REPORT (EXAMPLE)

ANNEX 1

CITY OF CAPE TOWN MONTHLY PROJECT LABOUR REPORT



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Instructions for completing and submitting forms

General

- 1 The Monthly Project Labour Reports must be completed in full, using typed, proper case characters; alternatively, should a computer not be available, handwritten in black ink.
- 2 Incomplete / incorrect / illegible forms will not be accepted.
- 3 Any conditions relating to targeted labour stipulated in the Contract (in the case of contracted out services or works) shall apply to the completion and submission of these forms.
- 4 This document is available in Microsoft Excel format upon request from the City's EPWP office, tel 021 400 9406, email EPWPLR@capetown.gov.za.

Project Details

- 5 If a field is not applicable insert the letters: NA
- 6 Only the Project Number supplied by the Corporate EPWP Office must be inserted.
The Project Number can be obtained from the Coordinator or Project Manager or from the e-mail address in point 4 above.
- 7 On completion of the contract or works project the anticipated end date must be updated to reflect the actual end date.

Beneficiary Details and Work Information

- 8 Care must be taken to ensure that beneficiary details correspond accurately with the beneficiary's ID document.

- 9 A new beneficiary is one in respect of which a new employment contract is signed in the current month. A certified ID copy must accompany this labour report on submission.
- 10 Was the beneficiary sourced from the City's job seeker database?
- 11 The contract end date as stated in the beneficiary's employment contract.
- 12 Where a beneficiary has not worked in a particular month, the beneficiary's name shall not be reflected on this form at all for the month in question.
- 13 Training will be recorded separately from normal working days and together shall not exceed the maximum of 23 days per month
- 14 Workers earning more than the maximum daily rate (currently R450 excluding any benefits) shall not be reflected on this form at all.

Submission of Forms

- 15 Signed hardcopy forms must be scanned and submitted to the City's project manager in electronic (.pdf) format, together with the completed form in Microsoft Excel format.
- 16 Scanned copies of all applicable supporting documentation must be submitted along with each monthly project labour report. Copies of employment contracts and ID documents are only required in respect of new beneficiaries.
- 17 If a computer is not available hardcopy forms and supporting documentation will be accepted.

PROJECT DETAILS

Numbers in cells below e.g (6) refer to the relevant instruction above for completing and submitting forms

| | | | | | | | | | | | | | | | | |
|---|-----|---|-----|-----|-----|-----|-----|-----|-----|-----|-----|------|--|--|--|--|
| CONTRACT OR WORKS PROJECT NAME: (6) | | EPWP SUPPLIED PROJECT NUMBER: (6) | | | | | | | | | | | | | | |
| DIRECTORATE: | | DEPARTMENT: | | | | | | | | | | | | | | |
| CONTRACTOR OR VENDOR NAME: | | CONTRACTOR OR VENDOR E-MAIL ADDRESS: | | | | | | | | | | | | | | |
| CONTRACTOR OR VENDOR CONTACT PERSON: | | CONTRACTOR OR VENDOR TEL. NUMBER: | | | | | | | | | | | | | | |
| | | CELL WORK | | | | | | | | | | | | | | |
| PROJECT LABOUR REPORT CURRENT MONTH (mark with "X") | | | | | | | | | | | | | | | | |
| JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | YEAR | | | | |
| | | | | | | | | | | | | | | | | |

| | | | | | | | | | | | | | | | |
|---|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| ACTUAL START DATE (yyyy/mm/dd) | | | | | | | | ANTICIPATED / ACTUAL END DATE (yyyy/mm/dd) (7) | | | | | | | |
| | | | | | | | | | | | | | | | |
| TOTAL PROJECT EXPENDITURE / VALUE OF WORK DONE TO-DATE (INCLUDING ALL COSTS, BUT EXCLUDING VAT) | | | | | | | | | | | | | | | |
| R | | | | | | | | | | | | | | | |

ANNEX 1 (continued)

MONTHLY PROJECT LABOUR REPORT

BENEFICIARY DETAILS AND WORK INFORMATION



| | | | | | | | | | | | | |
|--|--|--|--|-------------|--|--------------|--|--------------|--|--|--|--|
| CONTRACT OR WORKS PROJECT NUMBER: | | | | Year | | Month | | Sheet | | | | |
| | | | | | | | | 1 of | | | | |

| | (8) | (8) | (8) | (9) | | | (10) | | (11) | (12) | (13) | (14) |
|-----|------------|---------|-----------|-----------------------|--------------|----------------|---------------------------|------------------------------|----------------------------|---|---------------|-----------------------------|
| No. | First name | Surname | ID number | New Beneficiary (Y/N) | Gender (M/F) | Disabled (Y/N) | Job seeker database (Y/N) | Contract start date (DDMMYY) | Contract end date (DDMMYY) | No. days worked this month (excl. training) | Training days | Rate of pay per day (R – c) |
| 1 | | | | | | | | | | | | |
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|--|------|--|-----------|--|
| Declared by Contractor or Vendor to be true and correct: | Name | | Signature | |
| | Date | | | |

| | | | | |
|--|------|--|-----------|--|
| Received by Employer's Agent / Representative: | Name | | Signature | |
| | Date | | | |