



CITY OF TSHWANE METROPOLITAN MUNICIPALITY

TENDER NUMBER:

EED 08-2022.23

TENDER DESCRIPTION:	TENDER FOR DISASSEMBLING, REPAIRING AND RELOCATION OF CITY OF TSHWANE 275/132/33 kV TRANSFORMERS FROM ONE POINT TO ANOTHER COMPLETE WITH ALL ACCESSORIES AND RETROFITS TO ITS ORIGINAL CONDITION IN ALL RESPECT ON AN AS AND WHEN REQUIRE BASIS FOR THE PERIOD OF THREE (3) YEARS
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NAME OF BIDDER:

CSD NUMBER:

VENDOR NUMBER (WHERE APPLICABLE)

Prepared by:
City of Tshwane Metropolitan Municipality
Tshwane House
320 Madiba Street
Pretoria CBD
0002
Tel: 012 358 9999

BID CLOSING DATE

02 December 2022

Only bidders registered on the central supplier database (CSD) and with a CSD number will be considered for this tender, as this is a requirement from the National Treasury.

“Note: Bidders are required to submit electronic copies of the bid either by memory stick/USB flash drive/CD/DVD together with the hard copy of the Bid/Proposals”



CITY OF TSHWANE METROPOLITAN MUNICIPALITY

DEPARTMENT: ENERGY AND ELECTRICITY

Bids are hereby invited from suppliers for the following bid:

Bid number	Description	Department	Contact person	Compulsory briefing session	Closing date
EED 08-2022.23	TENDER FOR DISASSEMBLING, REPAIRING AND RELOCATION OF CITY OF TSHWANE 275/132/33 kV TRANSFORMERS FROM ONE POINT TO ANOTHER COMPLETE WITH ALL ACCESSORIES AND RETROFITS TO ITS ORIGINAL CONDITION IN ALL RESPECT ON AN AS AND WHEN REQUIRE BASIS FOR THE PERIOD OF THREE (3) YEARS	Energy and Electricity	Nelly D. Moselane	Date: 11 November 2022 Time: 10:00 Venue: Sub-Transmission Depot Ce-De-Wet building No. 1 Francis Baard Street Pretoria	02 December 2022 at 10:00

THE DOCUMENT IS DOWNLOADABLE ON THE TSHWANE WEBSITE (www.tshwane.gov.za) and on the E-tender portal.

Each tender shall be enclosed in a sealed envelope that bears the correct identification details and shall be placed in the tender box located at:

“Note: Bidders are required to submit electronic copies of the bid either by memory stick/USB flash drive/CD/DVD together with the hard copy of the Bid/Proposals”

**Tshwane House
320 Madiba Street
Pretoria CBD
0002**

Documents must be deposited in the bid box not later than 10:00 on 02 December 2022

Bidders must contact the following officials for any enquiries:

- Technical enquiries: Nelly D. Moselane (012 358 0334 or nellyba2@tshwane.gov.za)
- Supply chain enquiries: Mulondi Nemaembeni (012 358 6636 or mulondin@tshwane.gov.za)

Bids will remain valid for a period of 90 days after the closing date.

Bids received after the closing date and time will not be considered. The City of Tshwane does not bind itself to accept the lowest or any other bid in whole or in part.

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VERY IMPORTANT NOTICE ON DISQUALIFICATIONS

A bid that does not comply with the peremptory requirements stated hereunder will be regarded as not being an “acceptable bid”, and such a bid will be rejected. An “acceptable bid” means any bid which, in all respects, complies with the conditions of the bid and the specifications as set out in the bid documents, including the conditions as specified in the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and related legislation as published in *Government Gazette 22549*, dated 10 August 2001, in terms of which provision is made for this policy.

1. If any pages have been removed from the bid document and have therefore not been submitted or if a copy of the original bid document has been submitted.
2. If the bid document is completed using a pencil. Only black ink must be used to complete the bid document.
3. The bidder attempts to influence or has in fact influenced the evaluation and/or awarding of the contract.
4. The bid has been submitted after the relevant closing date and time.
5. If any bidder who, during the last five years, has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
6. The accounting officer must ensure that, irrespective of the procurement process followed, no award may be given to a person –
 - (a) who is in the service of the state;
 - (b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or

€ who is an advisor or consultant contracted to the municipality in respect of a contract that would cause a conflict of interest.
7. Bid offers will be rejected if the bidder or any of his/her directors are listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004) as a person prohibited from doing business with the public sector.
8. Bid offers will be rejected if the bidder has abused the City of Tshwane supply chain management system.
9. Failure to complete and sign the certificate of independent determination or disclosure of wrong information.

Failure to comply with the above will lead to immediate disqualification.

Bidder

CERTIFICATE OF AUTHORITY FOR SIGNATORY

Status of concern submitting tender (delete whichever is not applicable):

COMPANY/PARTNERSHIP/ONE-PERSON BUSINESS/CLOSE CORPORATION/JOINT VENTURE

1. COMPANY

If the bidder is a company, a certified copy of the resolution of the board of directors that is personally signed by the chairperson of the board, authorising the person who signs this bid to do so and to sign any contract resulting from this bid, and any other documents and correspondence in connection with this bid or contract on behalf of the company, must be submitted with this bid.

An example is shown below:

By resolution of the board of directors on 20.....,
Mr/Ms has been duly
authorised to sign all documents in connection with
Bid Number

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS

DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1.

2.

B. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Residential address	Signature
.....
.....
.....

We, the undersigned partners in the business trading as, hereby authorise to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid or contract on our behalf.

.....
Signature	Signature	Signature

.....
Date	Date	Date

C. ONE-PERSON BUSINESS

I, the undersigned,, hereby confirm that I am the sole owner of the business trading as

.....
Signature	Date

D. CLOSE CORPORATION

In the case of a close corporation submitting a bid, a certified copy of the founding statement of such corporation shall be included with the bid with a resolution by its members, authorising a member or other official of the corporation to sign the documents and correspondence in connection with this bid or contract on behalf of the company.

An example is shown below:

By resolution of the members at the meeting on 20..... at
....., Mr/Ms, whose
signature appears below, has been duly authorised to sign all documents in
connection with Bid Number

SIGNED ON BEHALF OF THE CLOSE CORPORATION:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1.

 2.

E. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this bid offer in joint venture and hereby authorise Mr/Ms , authorised signatory of the company..... , acting in the capacity of the lead partner, to sign all documents in connection with the bid offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature: Name: Designation:

SPECIFICATION OR TERMS OF REFERENCE

ENERGY AND ELECTRICITY DEPARTMENT

BID NAME

TENDER FOR DISASSEMBLING, REPAIRING AND RELOCATION OF CITY OF TSHWANE 275/132/33 kV TRANSFORMERS FROM ONE POINT TO ANOTHER COMPLETE WITH ALL ACCESSORIES AND RETROFITS TO ITS ORIGINAL CONDITION IN ALL RESPECT ON AN AS AND WHEN REQUIRE BASIS FOR THE PERIOD OF THREE (3) YEARS

BID NUMBER

(EED 08-2022.23)

1. INTRODUCTION AND PURPOSE

The City of Tshwane is a licensed distributor of Electricity within Municipal boundaries of City of Tshwane (CoT). The electricity is purchased from Eskom at 275kV and is distributed across the City at 132kV from the in-feed stations to the primary substations. The purpose of this tender is to call for contractor to provide a service:

- (a) Transformer rigging and transport,
- (b) Testing of 275/132/33/11kV power transformers and rewind of windings, repairs and retrofit of power transformers on and offsite with new related equipment to original status.

2. BACKGROUND

Energy is lost in the process of transmitting electricity long distances, such as during the journey from a power plant to your home. City of Tshwane used transmission line for distribution of high voltage power.

This high voltage is too dangerous for home use and transmission transformers are found at Transmission substation and alternating current (AC) electrical energy is used. A transformer is an electrical device that trades voltage for current in a circuit, while not effecting the electrical power. This means it takes High voltage electricity with small current and changes it into low voltage with a high current, or vice versa.

Transformers have become essential for the transmission, distribution, and utilization of Alternating Current (AC) electrical energy in all application of power.

Voltage is stepped down before it enters your home – once again using transformers. A “step down” transformer changes 11 kilovolts- (kV) to 415 –volt and electricity power is distributed by means of a cables or power line that you use

in your house. Then, the current is either used at that level for devices like light bulbs, or it is converted to DC using an AC/DC adapter for devices like laptop computers.

3. PROJECT SCOPE

On site Test and repair

The scope of work for this on-site works includes functional testing of transformer as well as the oil handling for repair of Transformer.

Tshwane to provide free issue oil, Only if Tshwane cannot provide free issue oil the contractor is to provide Virgin oil as per **BOQ no.6 in section1, BOQ no.6 in section2 and BOQ no.5 in section3, oil handling**

The oil handling and assembling and dismantle of transformer to prep Transformer to be moved off site when repair cannot be done on site.

Oil purification to be done according to SANS 555 (IEC60296)

Off-site (workshop) Test and repair

The scope of work for this off-site works includes functional testing of transformer as well as the oil handling for repair of Transformer.

This includes but is not limited to:

Functional tests

Tap changer test / repair

De – Tank / Tank of active part

Winding repair / new winding on primary and secondary as well as Tertiary winding

Drying process.

3.1.1 **Routine Test** (Reports to be included, All test to be Witnessed by CoT)

Please Note Final Test includes:

- Voltage ratio test
- Voltage vector relationship
- Winding resistance
- No load Loss and current measurements
- Short – circuit (SC) impedance and load loss
- Lightning impulse test
- Applied voltage test (AV)
- Induced over voltage withstand test (three phase)
- Capacitance and dissipation factor (Tan Delta)
- Insulation resistance

- Ratio and polarity of internal current transformer
- Magnetising current at reduced voltage
- Operation of on load tap changer
- Auxiliary equipment
- SFRA (sweep frequency resistance analysis)

3.1.2 **Type test** (Reports to be included, All test to be Witnessed by CoT)

- Summary of temperature rise test report
- Setting of winding temperature resistance
- Sound level

3.1.3 **Special Test** (Reports to be included, All test to be Witnessed by CoT)

- Zero sequence impedance

A. **Overview of the Works**

The contractor and sub-contractors must be fully trained, experienced and competent to carry out the work according to the tender/contract and articles of agreement of the OHS-Act (Act 85 of 93) or the latest act. No training and/or supervising will be supplied by the municipality. Only Original Equipment Manufacturer (OEM) will be used.

From time to time the City of Tshwane need to transport 275/132/33/11kV power transformers from one substation/site to a new substation/site in the City of Tshwane supply area,

- I. This specification covers the requirements for dismantle, rigging on to and off transport vehicle, transport to new location, rigging/erection into new position, reassemble, test and commission on site.
- II. Retrofit, inspection, analysis, and repair faulty power transformers on site and in approved workshop (Offsite) where applicable to restore a transformer to its original condition in all respect (Current, Voltage and Impedance).

The contractor shall be responsible to carry out the following work

- a) Dismantle/Reassemble power transformer on site.
- b) Rigging power transformer; on/of
- c) Transport power transformers;
- d) Retrofit, Inspection, Analysis and Repair power transformer in factory if minor repair work can't be performed on site.

B. Reference Documents (The Latest Edison)

- a) PT 61/61 -2007 City of Tshwane Power transformer Specification
- b) SANS 555/IEC296 Transformer oil Specification
- c) IEC – 422 Transformer maintenance Specification
- d) Standards for uniformity in construction procurement July 2015

C. Standards

The service provider must comply to the following standards and shall be read in conjunction with this specification where no particular specification clause is referred to with respect to any item of equipment to be supplied/repair, the latest issue/amendment of the relevant SANS specification or NRS, IEC or BS specification shall be adhered to (in the same order).

Table1. Expected compliance standards (as amended)

STANDARD CODE	DESCRIPTION
SANS 60076-1:2011	Power transformers Part 1: General
SANS 60076-3:2011	Power transformers Part 3: Insulation levels, dielectric tests and external clearances in air
SANS 60270:2000	High-voltage test techniques - Partial discharge measurements
SANS 60076-1:2011	Winding resistance test
SANS 60076-1:2011	Voltage ratio and check of phase displacement
SANS 60076-1:2011	Measurement of short circuit impedance and load losses
SANS 60076-1:2011	No-load loss and current measurements
SANS 60076-2:2011	Temperature rise tests
SANS 60076-3:2014	Dielectric (Impulse Test)
SANS 60076-3:2014	Dielectric (Short Duration AC)
SANS 60076-3:2014	Dielectric (Separate Source)
SANS 60076-3:2014	Dielectric (Long Duration AC - partial discharge)
SANS 60142/60076	On-load tap-changer tests
SANS 60076-1:2011	Measurement of insulation resistance to earth and between windings
SANS 60076-1:2011	Determination of capacitances, windings to earth & between windings

SANS 60076-10	Acoustic noise level measurement
SANS 600446:2004	Testing of current transformers
SANS 60137:2010	Bushing tests
SANS 60076-5:2006	Short-circuit withstand tests
SANS 60076-1:2011	Zero sequence impedance measurement
SANS 780	Oil immersed Power Transformer.
SANS 70/IEC 76	Power Transformers
SANS 218:2010	Radio interference measurements
SANS 1207	Insulation Co – ordination
SANS 474:2006	Voltage transformer
	Road Traffic Act 29 of 1989(as amended)
	Environmental Conservation Act 73 of 1989
SANS 555(IEC60296)	Oil Purification

D. The abbreviations used in the document are listed below and shall apply throughout the document:

Table 2. Abbreviation

Abbreviation	Definition
CB	Circuit breaker
CLO	Community liaison officer
CoT	City of Tshwane
HV	High Voltage
IMF	Infrastructure Maintenance Framework
kV	Kilo Volts
DD	Deputy Director for the maintenance unit or his delegate
NER	Neutral Earthing Resistors
PM	Power Management (Network Control and Management)
PT	Power Transformer (inclusive 5MVA to 300MVA)
OEM	Original Equipment Manufacturer.
OHSA	Occupational Health and Safety Act (1993)

OLTC	On-load tap changers
ORHVS	Operating Regulations for High Voltage Systems
SP	Service provider
SFRA	Sweep Frequency Response Analysis
BOQ	Bill Off Quantities
AC	Alternative Current
DC	Direct Current
BOQ	Bill of Quantities

3.1. A. TECHNICAL SCOPE OF WORK: DISMANTLE/ REASSEMBLE POWER TRANSFORMERS ON SITE

General

- a Only certified personnel with written permission and where determined by law, with a valid driver's licence, may be allowed to operate any electrical, diesel or petrol driven overhead crane, hydraulic or electrical hoisting equipment, self-driven forklift, tractor or any other crane or vehicle. No employee of the contractor may perform any overhead work or work on an overhead crane hoisting equipment or work near cranes or crane rail; before:
 - i. An agreement was concluded with City of Tshwane.
 - ii. Approval has been obtained from City of Tshwane to perform the work.
 - iii. All applicable danger – and warning symbolic signs are put into position, or exemption, if applied for, in operation
- b For each crane or hoisting equipment used, the contractor must submit a valid and recent test certificate or other form of the last examination of the machine or equipment, to City of Tshwane.
- c The contractor shall be fully responsible for any loss or damage to cranes, hoisting equipment, plant, machine, or equipment brought onto site by the contractor.
- d Any components that are not required in the maintenance workshop shall be stored in the prescribe manner on site. All pipes, radiators, conservators, all other components that have transformer oil running through them, shall be

purged with dry nitrogen gas and sealed with airtight gasket and blanking plates.

- e All bolt holes in every flange must be utilised. All parts excluding those items that are usually in contact with the ground must be stored off the ground on structure of the ground.
- f Before fitting components to a transformer, these should be cleaned and flushed with new oil (Contractor to provide oil). All corrosion shall be removed and made good.

It is the contractor's responsibility to secure the surrounding area where the transformer construction is required i.e. the ground stability for rigging and transport vehicle

3.1. B DISMANTLE AND RIGGING ONTO AND OFF OF TRANSPORT VEHICLE

- a. Remove and secure all supply, control and connection cables to and from the PT. (City of Tshwane cable personnel will remove the 11kV single core cable from the cable end box)
- b. Remove all Current transformers.
- c. Transfer transformer oil to a clean, drip free and safe container that is design for this purpose.
- d. Remove bushing and pack in secure transport box (provided by contractors).
- e. Remove all cooling banks (radiators') and seal, refer to item "f" below.
- f. Cover all open covers that communicate with the atmosphere and shall be sealed using bolted and gasket blanking plates, or captive screwed caps, or plugs as the case may be.
- g. The PT tank shall be sealed for transport to prevent breathing; the transformer shall be maintained continuously under positive pressure with dry air of at least 10 kPa during transport and storage until final installation.
- h. A pressure gauge and non-return valve, fitted directly to the transformer tank and suitably mechanically protected, shall be attached to each transformer to facilitate checking of gas pressure during transit and on site.
- i. If another gas, such as nitrogen is used, appropriate safety labelling shall be provided.

- j. The pressure and the temperature at the time of filling shall be documented as part of the quality system.

3.1. C. REASSEMBLE OF UNIT AT SELECTED SUBSTATION/SITE

- a. Reassemble (erection) shall be the reverse process from dismantling and shall include off-loading, lifting, handling, positioning by the contractor, oil filling and installation of the transformer, together with the provision of all materials and ancillary equipment necessary for completing the installation. All work to be in accordance with the relevant safety standards.
- b. Reassemble shall include filtering of oil and any drying-out (by use of purification plant and vacuum unit) and testing and checking procedures that are necessary to ensure that the PT is ready for operation before handing over, together with the provision of the necessary materials, apparatus, and instruments for these processes.
- c. All PT shall be oil filled under vacuum.
- d. Oil impregnation or drying under vacuum shall be done with the transformer and oil at a temperature of at least 60 °C. The duration of the treatment shall be such that its results of the in-moisture content is as specified in the transformer manual (OEM).
- e. The results of all the site tests done during commissioning shall be documented and hand over to City of Tshwane. These tests shall include the verification of:
 - i. voltage ratios on all three phases for each tap position.
 - ii. the vector groups.
 - iii. measure insulation, HV to tank MV to tank HV to MV (5kV);
 - iv. a functional test for all alarm and trip contacts.
 - v. CT insulation, HV to tank at 5kV, secondary to tank at 1kV, max magnetising curve the cores to be used, ratio tests for all taps and polarity.
 - vi. the fan and oil pump directions and operation of starting and overload protection relays.
 - vii. the control/power cabling insulation (min 1 kV);
 - viii. the correct operation and indication of tap-changers and timing checks.

- ix. the correct position of all valves in the oil circuits.
- x. nameplate impedance to be verified.
- xi. wiring to the marshalling Interface Box terminals and to the tap change mechanism box
- xii. terminals.
- xiii. verify winding and oil thermometer accuracies
- xiv. contractor must carry out Tan Delta tests on all bushings
- xv. Disconnect the transformer core earth and megger to tank to ensure that the core is not bonded to the tank, 1kV max. Ensure reconnecting of the core earth on completion of testing.
- xvi. main tank and tap changer oil levels to be checked.
- xvii. check to see if the main tank to conservator valve is open.
- xviii. Sweep Frequency Response Analysis (SFRA);
- xix. check/replace silica gel.
- f. The results of the above tests shall be documented, signed off as part of the quality process and included in the transformer documents.
- g. All the tests to be witnessed by City of Tshwane.
- h. All equipment provided for erection shall be removed from site when erection is completed, and the site cleaned of any debris and oil spillage.

3.1. D. ACCELEROMETER LIMITS (IMPACT RECORDERS)

- a An accelerometer shall be attached to the top of each transformer tank as well as the active part for the duration of the transport process.
- b The accelerometer shall record continuously the acceleration of the transformer in three directions perpendicular to each other of which the main direction shall be in the direction of transport.
- c These recordings shall be date and time printed/stamped.
- d The recording shall continue until the unit is in its final position. The traces shall be inspected as part of the quality process.
- e All recordings/findings to handed over to CoT

3.1. E. TRANSPORT BY ROAD TO SELECTED SUBSTATION/SITE

- a It shall be the contractor's responsibility to make all arrangements for transport to the site with the appropriate authorities.
- b The transport arrangements shall include any necessary extensions and/or improvements to road routes, bridges, and civil works, and also the assurance that any abnormal loads comprising the transformers, their transporters, ancillary apparatus and plant and equipment required for erection shall pass without obstruction throughout the selected route.
- c The dimensions of the transformer shall be such that when packed for transport, it will comply with the requirements of the loading and clearance restrictions for the approved route.
- d Where transport weight limitations permit the transformer can be transported with oil, the transformers shall be transported with sufficient oil to cover the core and windings during all transport and storage conditions. When not permissible transport of transformer to be under positive pressure of 10kPA (dry air). Provision to be made for transport of oil separately.
- e Full details of the proposed method of transport shall be submitted for approval.
- f Every precaution shall be taken to ensure that the transformer arrives at site in a satisfactory condition so that, after proper oil processing and filling, the transformer can be put into service without the necessity for extensive drying out, provided that oil quality requirements are met.
- g The costs of any necessary extensions and/or improvements to existing facilities for transporting to site and escort and permit fees shall be included in the contractor's prices.
- h All transformers 5 MVA and above shall be transported without the following items attached:
 - i. Radiators
 - ii. Conservator
 - iii. Piping
 - iv. Bushings
 - v. Silica gel breather including silica-gel.

3.2. GENERAL SCOPE FOR TEST AND REPAIRS POWER TRANSFORMER

3.2. A TEST, ANALYSIS, INSPECTION AND REPORT ON ALL PARTS.

This specification is only general, details requirement for the inspection and report for the repair, refurbishment and testing of units that have failed during service, or have been taken out of service due to potential risk of failure will be agreed on as recommended by technical team. The report/recommendation includes all repairs to transformer and refurbishment identified inclusive total repair cost.

3.2. B. DEGREE OF POLYMERISATION (DP)

This test is done on sample of the cellulose insulation of the active part to determine to what extent the fibres of the cellulose insulation have deteriorated. It is important that a representative sample be taken for analysis. The evaluation of the result is still more of an art than science and should therefore only be done by experienced organisation and written recommendations requested.

3.2. C. MECHANICAL STRENGTHS OF CONDUCTOR

When a unit fails resulting in axial distortion of windings, the elongation strength of the conductor shall be tested and checked with the original design requirements. This will then establish whether the failure can be attributed to conductor of sub-standard mechanical strength.

3.2. D. OIL SAMPLE TESTS

There are several tests that can be done on the oil in the transformer to narrow the cause and/or position of the failure inside a transformer. These tests include dissolved gas analysis (DGA), moisture content, electrical strength and acidity. The result of these tests and the previous history should be available when a failure investigation is conducted. The contractor shall state what tests he intends to do.

3.2. E. QUALITY TESTS

These tests should be performed after repair or refurbishments to prove the compliance to the original specification and point out any deviations from the original.

3.2.F. ROUTINE TESTS AS PER IEC 76

Low voltage tests to be done as a reference for comparison of original values and for reference at site for commissioning tests. Low voltage tests are as follows:

Impedance measurements

Ratio confirmation

Vector group confirmation

Megger -;

- i. Core to earth

- ii. HV-Earth
- iii. LV-Earth
- iv. HV-LV
- v. HV-MV
- vi. MV-Earth
- vii. LV-MV
- e) CT polarity check
- f) Magnetising current measurement
- g) Zero sequence impedance measurement
- h) Tan delta test on bushings
- i) Tan Delta test on transformer oil
- j) Sweep Frequency Response Analysis (SFRA)
- k) Moisture in insulation (sample block)
- l) Winding resistance

3.2. G HV TESTING

Power transformers that have undergone repairs and re-energised in the network are exposed to the same stresses as new units. For this very reason, it is important that the quality of the repairs/refurbishment be checked by High voltage testing of each unit. Our recommendation with regards to the testing of repair transformers as follows (OEM can take priority over this statement):

a. Category 1: Units with $U_m \geq 300\text{kV}$ (maximum system voltage (U_m))

All transformers in this category to be tested in accordance with Method ii of IEC 76-3. The acceptance criteria shall be the same as for new transformers ie. Partial discharge not to exceed 300pC at $U_2 = 1,5 \text{ pu}$ of U_m , with the five second pre-stress voltage $U^1 = \sqrt{3} \times U_m / \sqrt{3}$ between line and neutral terminals.

The absolute level of measured PD can be reviewed in light of experience with the test level on “old insulation”, but in any event there should be no signs of “increase” over the 30minute period of the test. No measurable partial discharge should occur up to $1,1 \times U_m / \sqrt{3}$.

For lightning impulse and switching surge tests, with complementing induced over voltage test in the case of method ii test procedure, a 75% test level is recommended.

These levels would serve as a check on a combination of old and new insulation and would still be above the protective levels of the associated surge arrestors. These test levels should apply even where new windings are involved as inevitable in such repairs there will be a mixture of old and new insulation.

b. Category 2: Units with U < 300kV

For this category only method I test according to IEC 76-3 applies with a recommended test level of 75% of that applicable to new transformers.

The test shall be assumed to be successful if no collapse of test voltage occurs.

If a particular unit was tested to method (iii) after manufacture, this method may be used to test the repair unit as well.

The complementing lightning impulse test levels shall also be 75% of the original values. These test levels should apply even where new windings are involved.

3.3 PHASE B – REQUIREMENTS FOR THE ACTIVE PART REPAIRS/REFURBISHMENT

Unless otherwise stated by the City of Tshwane, the following parameters of the retrofit/repaired unit should be the same as for the original unit:

Test report readings on unit

- a) Ratio (kV/kV/kV)
- b) Rating (MVA/MVA)
- c) Vector group
- d) Impedance voltages on all taps and winding
- e) Tapping range \pm %
- f) No load losses in kW
- g) Load losses in kW
- h) Winding resistance on all phases and windings
- i) Insulation levels (impulse & power frequency)
- j) Temperature rise of the unit
- k) Audible sound level
- l) Individual component and total masses
- m) Dimensions
- n) Oil capacity (tan delta)
- o) Oil tightness, and
- p) Short circuit withstand capability

3.3. A. INDIVIDUAL COMPONENTS

Where damage components need replacement, the same components as used by original manufacturer are to be used as replacement, unless the design or qualities of

such components are subject to City of Tshwane approval. Where different components are offered due to economic reasons these are also to City of Tshwane approval.

3.3.B “DEVIATION” IF OEM DOES NOT EXISTS

Where required by the City of Tshwane, the compliance with the original parameters of the unit will be proved by testing report. Any deviations are subjected to City of Tshwane approval. Should any of these parameters differ then the acceptance is subject to City of Tshwane approval together with the updating of records.

3.3 C WINDING ARRANGEMENT

For all two winding transformers the winding arrangement (reference from the transformer core) shall be MV-winding, HV-winding and Regulating winding.

For autotransformers the winding arrangement (reference from the transformer core) shall be Tertiary winding, Common winding, regulating winding & Series winding.

3.3. D WINDING INSULATION

The paper used shall be of the thermally upgraded type (Kraft). The axial spacers for disk windings shall be at least 3mm.

3.3. E BRACING OF WINDINGS

All winding insulation shall be processed to ensure that there will be no detrimental shrinkage after assembly. Windings shall be provided with clamping arrangements that will distribute the clamping forces evenly over the ends of the winding. Unless otherwise approved, winding clamping arrangements shall permit adjustment of the pressure and the taking up of shrinkage that may occur in service. The bracing of the windings and connections shall be such that these parts shall safely withstand the cumulative effects of stresses that may occur during handling, transportation, installation and service, including line-to-line and line-to-ground faults.

Full details of the winding clamping arrangements, and their adjustment in or out of the tank, together with relevant drawings and values, shall be submitted for approval and shall form part of the transformer manual.

a. METHODS of making winding connections

All connections shall be rounded off to prevent sharp edges.

b. Soldered and brazed connections

Soft solder shall not be used in making winding connections. If brazed connections are used all traces of acidity shall be eliminated on completion of the process.

c. Welded connections and joints in winding body

All welded copper connections shall be made by the metal-inert gas method or other specifically approved method. This applies particularly to conductor joints in the body of windings. All such joints shall be properly controlled by an approved quality control procedure.

d. Bolted connections

The mating faces of bolted connections shall be appropriately finished and prepared for achieving good, long lasting, electrically stable and remake-able contacts. All nuts shall be locked by standard machined lock nuts, or by using approved locking plates.

e. Crimped connections and other methods

Connections made by “compression” and “cold-welding” techniques may be used where the particular method has been approved by the purchaser. All compression fittings shall be the correct size for the conductors and the correctly sized compression dies shall be used. Winding termination interfaces with bushings shall be designed to allow for repeatable and safe connection under site conditions without jeopardising the in-service integrity of the transformer. The winding-end termination, insulation system and transport fixings shall be so designed that the integrity of the insulation system is not easily compromised during repeated work in this area. Allowances shall be made for accommodating up to 100 mm tolerances on bushing axial dimensions and the fact that bushings may have to be rotated to get oil level inspection gauges to face in a direction that allow easy inspection from ground level. In particular, rotation or straining of insulated connections shall be avoided during the fastening of conductor pads from the winding onto the termination surfaces of the bushing. Suitable inspection and access facilities into the tank shall be provided to minimize the possibility of creating faults during the installation of bushings.

3.3. F. COATING OF INTERIOR SURFACES

The interior surfaces of the tank, the cover and the cooling equipment shall be clean and dry immediately prior to filling the transformer with oil. Interior surfaces (other than those of cooling tubes and headers) above a line that lies at least 50 mm below the oil level that corresponds to an oil temperature of 20 °C shall be corrosion-protected by varnishing, priming or painting, using materials that are not affected by, or will not adversely affect the electrical or chemical properties of, the insulating oil.

NOTE temporarily protect the remainder of the interior surfaces from corrosion (by varnishing, oiling or applying a corrosion preventative) until the transformer is filled with oil.

3.3. G COATING OF EXTERIOR SURFACES

All transformer tanks and accessories (excluding radiators) shall be zinc-metal sprayed (DS10), followed by a primer and final coat (DS9) in accordance with SANS 1091.

All external surfaces, with the exception of the oil conservators shall be finished with an outer coat of enamel of colour in accordance with SANS 1091: **Cloud Grey** (NCS - 2305-R99B). The conservators shall be finished with an outer coat of colour in accordance with SANS 1091: Cloud White (NCS – 0704-G38Y).

3.3.H. NUTS AND BOLTS

All nuts and washers shall have stainless steel grade of 304.

All bolts shall have a stainless-steel grade of 316.

3.3.I. CONTROL/PRESSURE RELIEF DEVICES

Since the specification of the operating values are subjected to change, the latest copy of the transformer specification should be consulted to verify the required operating value. In cases of difference, a device with an operating value corresponding to the latest revision of the transformer specification should be fitted to repaired unit.

3.3.J. GAS AND OIL ACTUATED RELAYS (BUCHHOLTZ)

The latest copy of the transformer specification should be adhered to and relays that are not complying with this specification should not be used. New relays are subject to approval by City of Tshwane.

3.3.k. WINDING AND OIL TEMPERATURE INDICATORS

The latest transformer specification requirements shall apply.

3.3.L. CONSERVATORS

These should be painted white for all sizes of transformers. Conservator bags and oil level indicators shall be retrofitted in specified in the schedule.

3.3.M. TAP CHANGERS (compartment to main tank)

Tap-changer compartments shall be tested for oil tightness and leaks shall be repaired. Synthetic resin bonded paper cylinders shall be replaced with a fibre glass cylinder. Tap changer spares/components as requested in the price schedules.

3.3.N. BUSHINGS

Bushings are hermetical sealed units. These should not be open unless they are leaking or the Tan - delta test indicate deterioration of the oil or moisture in the insulation. Oil sample should only be taken if the Tan - delta test indicates high values.

3.3. O.OIL HANDLING CONTRACTOR RESPONSIBILITIES:

- a) CoT shall be given three days' notice and shall supervise the transfer of transformer oil.
- b) Transfer of oil from the PT to a clean storage container.
- c) Maintain the PT under positive pressure using dry air after oil removal.
- d) Supply virgin insulating oil shall comply with the equipment (transformer) manufacturer's requirement and shall be passed through a filter before use. Purification of the oil and shall take oil samples for testing (Oil shall comply with the following requirements before it is pumped back into the transformer): temp 62 ° C; moisture content shall be less than 6ppm. Note: "refer to the section under vacuum filling before transferring oil in power transformers").
- e) Tshwane to provide free issue oil, only if Tshwane cannot provide free issue oil the contractor is to provide Virgin oil as per **BOQ no.6 in section1, BOQ no.6 in section2 and BOQ no.5 in section3, oil handling**

3.4. PROCEDURES FOR WORKING IN "LIVE" SUBSTATION SWITCHYARDS

- a) The contractor shall take cognizance of the following: De energizing/switching of electrical equipment is subject to PM operational requirements. Operational requirements may dictate that the contractor shall carry out work over weekends or outside normal working hours.
- b) Access and or work to the equipment shall only commence once a work permit is issue and sign by all personnel on site.
- c) The contractor shall submit an application one week in advance for the following:
 - Work/isolation Permit to enter a security area
 - Appointment of a competent person to supervise workers near electrical equipment in accordance to the requirements of OHS act (detail to be provided in returnable documentation)
 - The OHS act requirement and duties are the responsibilities of the contractor.

3.5. BARRICADING OF EQUIPMENT ON SITE

- (a) The contractor must make provision for safety nets.
- (b) The contractor is responsible for erecting of the safety nets on site according to the Health and safety act regulations and maintains the net and safety area.
- (c) All personnel shall work strictly according to the Health and safety act regulations in the area that is indicated by temporary safety barriers.

3.6. CLEANING OF SITE

- (a) The contractor must keep the site clean at all times.
- (b) The Contractor shall be responsible for all importation and carting away of surplus/waste material on his cost after completion of the work.

3.7 SUPPLY AND INSTALLATION OF NEW GASKETS AND O-RINGS

- a) Remove all traces of old gasket from both surfaces to be sealed.
- b) Inspect surfaces for cracks, gouge or scour marks that will allow oil to seep through, repair using suitable filler where required.
- c) Supply and install new gasket 6 – 10 mm-nebar-corkrite and o-rings where applicable.
- d) Check that new gasket fits joint and holes coincide with studs or bolt holes.
- e) Assemble the joint and gasket evenly, clamp the gasket until it is compressed by about 25% to 30% i.e. clamp to about 70% to 75% of the nominal thickness.
- f) Trim off excess gasket protruding from the clamped joint.
- g) Take precautions to prevent equipment and tools from falling into the transformer/tap changer.

3.8. VACUUM FILLING OF TRANSFORMERS

- a) Connect an equalizer hose between the transformer tank and tap changer to protect diaphragm.
- b) Connect the vacuum hose to the conservator breather pipe or to the filling hole.
- c) Attach the oil supply pipe to the bottom drain valve of the transformer tank.
- d) Check the transformer diagram and rating plate for any limitations with regard to the amount of vacuum that may be applied.
- e) Where no vacuum is obtained, guidance is given on the R & D plate and the voltage is 44kV or less, then vacuum must be applied while monitoring the deflection of a major tank stiffener as follows:
 - I. Measure the length of the stiffener in meters.
 - II. Multiply the length by 10. This is the maximum deflection in millimetres that will be permitted when drawing a vacuum on the tank and the pump must be switched off when this deflection is obtained. Restart the vacuum pump when the deflection drops below this value.
- a) Apply maximum vacuum for all transformers having a voltage of 66kV and above in which case the requirements of above may be ignored.
- b) Draw vacuum for at least 24 hours.

- c) When maximum vacuum is obtained, start the oil feed pump and open the drain valve to admit oil into the tank.
- d) Close the drain valve and stop the oil pump.
- e) Stop the vacuum pump and allow the tank to reach normal atmospheric pressure.
- f) Check the deflection along the stiffener and if this has not returned to normal apply a very low nitrogen pressure starting at 25kPa and increase this to no more than 75kPa to allow the deflection to reduce to normal.
- g) Top up the oil to the correct level as indicated by the conservator oil level indicator.
- h) Bleed all bushings in accordance with the specification (See Bushings & Bleeding).

3.9. CABLE END BOXES

- a) CoT shall be given three days' notice before any work on the cable end boxes is required.
- b) Contractor/bidder will do the oil drain in the cable end box and disconnect the cables. This includes cable end boxes on the primary and secondary sides of the transformer.
- c) CoT shall conduct an inspection on the bushings and gaskets before the covers are installed or placed back in position again.
- d) The contractor shall fill the cable end boxes with oil after the contractor work has been completed.
- e) The gaskets on single core cable glands shall be replaced.
- f) Wooden/Alternative cable support clamp of single core cables shall be replaced when necessary.
- g) The cable rack/structure for the single core cables shall be painted (black).
- h) The red, blue and yellow phases on the single core cables shall be taped with the different colours to identify the phases correctly.
- i) Replace all gaskets on the bushings in the cable end boxes with 6mm-nebar-corkrite as specified by the CoT as well as the cable end box.
- j) The conversion from old oil termination box to new dry termination box will be design and approved by CoT.
- k) Where applicable all work on bushings shall be conducted under CoT supervision.

3.10. NEUTRAL EARTHING RESISTORS (NER)

- a) The NER manhole cover should be taken off and all internal packing removed.

- b) Wash the inside of the tank with clean water and all the interior surfaces, including the insulator, rubbed over with a clean well washed lint free cloth to remove any dust or solids.
- c) Rinse the inside of the tank with distilled water.
- d) Paint inside with OEM requirements.
- e) Replace the manhole cover, sealing the gasket with water-proof sealing compound.
- f) The tank should then be filled with distilled water.
- g) Calculate the resistance value required at the commissioning temperature.
- h) Prepare setting solution by mixing equal quantities of pure sodium carbonate and distilled water.

3.11. RATING AND DIAGRAM PLATES

A separate nameplate must be made up to identify that the unit has been repaired. This plate must be of the same corrosion free material as the original diagram and rating. The following information is required on this additional plate:

- a) Date that the unit has been repaired
- b) The name of the repair shop contractor that repaired or refurbished the unit
- c) The date of final tests after repairs(month/year)
- d) Details of the repair (i.e. Replaced A winding and HV Bushings)
- e) To which specification was the repair done
- f) Date of expire of guarantee.

3.12. SUBMISSION OF THE TESTS RESULTS AND DOCUMENTATIONS DURING AND AFTER CONSTRUCTION PROSES

All original test result on site shall be handed in writing to CoT within 72 hours after completion. Three copies of the official test certificates and details of repairs work are required by City of Tshwane from the contractor before handover/completion project.

4. STAGES OF EVALUATION

Stage 1: Administrative Compliance
 Stage 2: Local Content and Production
 Stage 3: Mandatory requirements
 Stage 4: Functionality Criteria
 Stage 5: Preferential Points System

4.1 ADMINISTRATIVE COMPLIANCE

All the bids will be evaluated against the administrative responsiveness requirements as set out in the list of returnable documents.

4.2 LOCAL CONTENT AND PRODUCTION

The tenderers will be evaluated on the compliance of the minimum threshold for local production and content for the required goods. Bidders must complete MBD6.2 and its annexure to comply with the minimum threshold. Exemption letters must be obtained from Department of Trade and Industry in case bidder cannot meet the minimum threshold. Failure to comply with the minimum threshold or submission of exemption letter will result in disqualification of the bidder.

DESCRIPTION	LOCAL CONTENT %
Copper windings	90%
Steel	100%

NOTE:

Bidders should first complete Annexure D. After completing Annexure D, bidders should complete Annexure E and then consolidate the information on Annexure C. **Annexure C should be fully completed and signed and then submitted with the bid documentation at the closing date and time of the bid in order to substantiate the Annexure made in paragraph (c) below.** Annexures D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Annexures C, D and E with the actual values for the duration of the contract.

4.3 MANDATORY REQUIREMENTS

- Submit valid certificate of a safety course accreditation (ORHVS). Operating Regulations for High Voltage Systems
- The tenderers must submit plan of how they intend to use EME's or QSE's for sub-contracting. The plan must be submitted with the tender.

4.4 FUNCTIONALITY CRITERIA

CRITERIA	SUB-CRITERIA	SCALE	WEIGHT	HIGH POSSIBLE SCORE
Experience on disassemble /assemble of power transformer and rigging on and off a suitable vehicle. (The tenderer must submit copy of testimonials or signed reference letter from clients to be attached signed copies of project completion certificates. The letters must be of 33/11kV or higher rated power transformer)	1-2 projects successfully completed	2	5	25
	3-4 projects successfully completed	4		
	5 or more projects successfully completed	5		
Experience in testing and commissioning of power transformers, current transformers and Tap changers (The tenderer must submit copies of testimonials or signed reference letter from clients to be attached signed copies of project completion certificates. Letters must be from tests on 10MVA power transformers or bigger)	1- 2 projects successfully completed	2	5	35
	3-4 projects successfully completed	4		
	5 or more projects successfully completed	7		
List experience on repairs of 33/11kV,132/11kV power transformers to its original design and status. Submit proof where similar projects successfully been completed. (The tenderer must submit copies of testimonials or signed reference letter from clients to be attached signed copies of project completion certificates.)	1- 2 projects successfully completed	1	5	25
	3-4 projects successfully completed	3		
	5 or more projects successfully completed	5		
Local Economic Participation (Location of Business)	Outside Gauteng	1		

contractor should submit Rate and Taxes (not owing more than 90 days) in the name of the business or Director of the company or proof of lease agreement	Gauteng	2	5	15
	City of Tshwane	3		
HIGHEST POSSIBLE SCORE				100

Bids that do not achieve a minimum score of **70 points (out of 100)** for functionality will not be evaluated further.

4.5 PREFERENCE POINT SYSTEM

Preferential points to be used will be the 90/10 points system in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) Regulations 2017.

- 90 points for price
- 10 points for B-BBEE status (service provider to submit the certified copy of the B-BBEE level rating certificate).

5. SUBCONTRACTING

Empowerment of local economy.

The successful SP shall subcontract a minimum of 30% of the work to EME's or QSE's. The tendered rates shall take into account the appointment of EME's or QSE's.

Failure to subcontract minimum of 30% of the work to EME's or QSE's shall be construed as breach of contract and shall result in termination of the contract.

Preference will be given to the EME's or QSE's within the boundaries of City of Tshwane. The City of Tshwane reserves the right to accept or reject the sub-contracted entity.

EME's – Exempt Micro Enterprises

QSE's – Qualifying Small Enterprises

The following items must be subcontracted to EME's or QSE's:

- **Dismantle/Re - assemble power transformer on site.**
- **Rigging power transformer; on/off**
- **Transport power transformers**

The SP must submit documentary proof on a quarterly basis to the City of Tshwane indicating the subcontracting figures for purchasing orders delivered.

It is the SP's responsibility to make sure that sub-contracting of any portion of the work must not affect the quality of service and goods expected by The City of Tshwane from the service provider.

The SP must make sure that the subcontractors are competent, the SP shall be held responsible for any incompetent work done by the subcontractors.

The main contractor must make provision for supervision for of subcontractors.

6. VALIDITY PERIOD

The validity period for the tender after closure is 90 days.

7. PRICE SCHEDULE

7.1. SECTION 1

ITEM NO	DESCRIPTION				
1	Dismantle/assemble (Erection) power				
1.1	Dismantle and assemble on site (NER/NEC to be included)				
		Unit	Price (a)	Qty (b)	Total (axb)
a	Transformer/unit 5MVA	ea		5	
b	Transformer/unit 10 MVA	ea		5	
c	Transformer/unit 20MVA	ea		10	
SUB-TOTAL EXCLUDING VAT					
VAT (15%)					
TOTAL INCLUDING VAT					
1.2	Rigging on/off- to transport vehicle (NER/NEC to be included)				
		Unit	Price (a)	Qty (b)	Total (axb)
a)	Transformer/unit 5MVA	ea		5	
b)	Transformer/unit 10 MVA	ea		5	
c)	Transformer/unit 20MVA	ea		10	
SUB-TOTAL EXCLUDING VAT					
VAT (15%)					
TOTAL INCLUDING VAT					
1.3	Transport by Road to selected Substation/site (NER/NEC to be included)				
		Unit	Price (a)	Qty (b)	Total (axb)
a)	Transformer/unit 5MVA	Per km		5	
b)	Transformer/unit 10 MVA	Per km		5	
c)	Transformer/unit 20MVA	Per km		10	

SUB-TOTAL EXCLUDING VAT					
VAT (15%)					
TOTAL INCLUDING VAT					
2.	<u>On Site Test for Transformer 5 MVA</u>				
2.1	Test, Report and repair	Unit	Price (a)	Qty (b)	Total (axb)
a)	Voltage ratios on all three phases for each tap position	ea.		5	
b)	Determine the vector group	ea.		5	
c)	Measure insulation, HV to tank MV to tank HV to MV (5kV)	ea.		5	
d)	Functional test for all alarm and trip contacts	ea.		5	
e)	CT insulation, HV to tank at 5kV, secondary to tank at 1kV, max magnetising curve the cores to be used, ratio tests for all taps and polarity	ea.		5	
f)	The fan and oil pump directions and operation of starting and overload protection relays	ea.		5	
g)	The control/power cabling insulation (min 1 kV)	ea.		5	
h)	The correct operation and indication of tap-changers and timing checks	ea.		5	
i)	Tan delta test on oil	ea.		5	
j)	Nameplate impedance to be verified	ea.		5	
k)	Wiring to the marshalling Interface Box terminals and to the tap change mechanism box terminals	ea.		5	

l)	Verify winding and oil thermometer accuracies	ea.		5	
m)	Tan Delta tests on all bushings	ea.		5	
n)	Disconnect the transformer core earth and megger to tank to ensure that the core is not bonded to the tank, 1kV max.	ea.		5	
o)	Main tank and tap changer oil level indicators to be checked accuracy	ea.		5	
p)	Sweep Frequency Response Analysis (SFRA)	ea.		5	
q)	Supply and Replace silica gel	ea.		5	
r)	Conduct oil and gas analysis (DGA)	ea		5	
s)	Conduct Furan analysis	ea		5	
SUB-TOTAL EXCLUDING VAT					
VAT (15%)					
TOTAL INCLUDING VAT					

NOTE: If not OEM please supply Quote from the OME and your handling fee

2.2	<u>On Site repair for Transformer 5 MVA</u>	Unit	Price (a)	Qty (b)	Total (axb)
a)	Re-gasket tank and parts (valves, pumps, inspection plate, coolers etc.)	ea.		5	
b)	Supply and install new gasket. (6mm nebar) (Width 1.2m)	m		10	
c)	Supply and install new gasket. (10mm nebar) (Width 1.2m)	m		10	

d)	Inspect and pressure test all coolers/radiator	ea		5	
e)	Supply and fit new Radiator's valve	ea.		20	
f)	Supply, install new Buchholz relay (Transformer)	ea.		5	
g)	Supply and install new pressure relief valve complete with wiring. (PRV)	ea.		5	
h)	Rewire all associated control cables.(on transformer)	p/trans		5	
i)	Re-gasket and replace all seals/ O-rings on conservator gauges and conservator tank	ea.		5	
j)	Provide new white coating to conservator	ea.		5	
k)	Check and service "Dry-keep" tank	ea.		5	
l)	Inspect and overhaul diverter switch	ea		5	
m)	Replace all faulty parts of the diverter switch (see 3.3)	ea		5	
n)	Test diverter tube for leaks	ea		5	
o)	Shot-blast and prime tank and conservator and coat with etch primer	ea		5	
p)	Assemble and re-tank diverter switch diverter for final reconnection to active part	ea		5	
q)	Supply, install and test new on-load Tap changer and connect using new HV harness (must pair with relay)	ea		5	
r)	Supply and install new Buchholz relay (Tap Changer)	ea.		5	
s)	Supply and install new pressure relief valve and <u>modify tank to suit</u>	ea.		5	

t)	Supply and replace with new HV bushing	ea.		5	
u)	Supply and replace with new HV bushing	ea.		5	
v)	Supply and replace with new LV bushing	ea.		5	
w)	Supply and replace with new HV Bushing CT's as per specification	ea.		5	
x)	Supply and replace with new LV neutral CT's as per specification	ea.		5	
y)	Supply and replace with HV neutral CT's as per specification	ea.		5	
z)	Supply and replace with new winding temperature gauges including probes	ea		5	
aa)	Supply and replace with new Oil temperature gauges including probes	ea		5	
bb)	Seal weld lid	p/trans		5	
cc)	Supply and replace with new Mechanical drive mechanism Tap changer	ea.		5	
dd)	Record transitional resistor value and compare with name plate.	ea.		5	
ee)	Supply and replace with new radiators valves	ea		10	
ff)	Supply and replace with new radiators	ea.		10	
SUB-TOTAL EXCLUDING VAT					
VAT (15%)					
TOTAL INCLUDING VAT					
NOTE: If not OEM please supply Quote from the OME and your handling fee					

2.3	Off Site / Factory Repair and Test 5MVA				
	Test, Report and repair	Unit	Price (a)	Qty (b)	Total (axb)
a)	Voltage ratios on all three phases for each tap position	ea.		5	
b)	Determine the vector group	ea.		5	
c)	Measure insulation, HV to tank MV to tank HV to MV (5kV)	ea.		5	
d)	Functional test for all alarm and trip contacts	ea.		5	
e)	CT insulation, HV to tank at 5kV, secondary to tank at 1kV, max magnetising curve the cores to be used, ratio tests for all taps and polarity	ea.		5	
f)	The fan and oil pump directions and operation of starting and overload protection relays	ea.		5	
g)	The control/power cabling insulation (min 1 kV)	ea.		5	
h)	The correct operation and indication of tap-changers and timing checks	ea.		5	
i)	Tan delta test on oil	ea.		5	
j)	Nameplate impedance to be verified	ea.		5	
k)	Wiring to the marshalling Interface Box terminals and to the tap change mechanism box terminals	ea.		5	
l)	Verify winding and oil thermometer accuracies	ea.		5	
m)	Tan Delta tests on all bushings	ea.		5	
n)	Disconnect the transformer core earth and megger to tank	ea.		5	

	to ensure that the core is not bonded to the tank, 1kV max.				
o)	Main tank and tap changer oil level indicators to be checked accuracy	ea.		5	
p)	Sweep Frequency Response Analysis (SFRA)	ea.		5	
q)	Record harness connection data	ea		5	
r)	De-tank active part and assess	ea		5	
s)	Conduct DP analysis on Paper	ea		5	
t)	Inspect all coolers (Radiators)	ea		5	
u)	Inspect all pressure relief valves	ea		5	
v)	Inspect conservator	ea		5	
w)	Inspect all valves and piping	ea		5	
x)	Conduct test on all bushings. Tan delta test	ea		5	
y)	Take oil sample from bushing and test (if applicable)	ea		5	
z)	Inspect on-load tap changer	ea		5	
aa)	Inspect mechanical drive mechanism Tap changer	ea		5	
bb)	Record transitional resistor value and compare with name	ea		5	
cc)	Inspect all contacts and shafts for wear and defects	ea		5	
dd)	Disconnect harness, release pressure, remove top core	ea		5	
ee)	Provide detailed report (To determine if repair or assemble back to previous state)	ea.		5	
ff)	Tank and final assembly to its original state for transport (provided we are not carrying on with the repairs)	p/trans		5	

gg)	Rewind <u>all</u> coils using new bright annealed, high-conductive copper covered with kraft paper	Per kg		5	
hh)	Fit coil insulation, press coil to size, dry-out coils and impregnate, assemble coils onto core and stack top core yoke	ea		5	
ii)	Pre tank inspection and Test (to be witnessed by CoT)	ea		5	
jj)	Final tanking and assembling of transformer.	ea		5	
kk)	Seal weld lid	p/trans		5	
ll)	Routine Test (<u>See scope of work 3.1.1</u>)	p/trans		5	
mm)	Type Test (<u>See scope of work 3.1.2</u>)	p/trans		5	
nn)	Special Test (<u>See scope of work 3.1.3</u>)	p/trans		5	
SUB-TOTAL EXCLUDING VAT					
VAT (15%)					
TOTAL INCLUDING VAT					
If not OEM please supply Quote from the OME and your handling fee					
3.0	<u>On Site Test for Transformer 10 MVA</u>				
3.1	Test, Report and repair	Unit	Price (a)	Qty (b)	Total(axb)
a)	Voltage ratios on all three phases for each tap position	ea.		5	
b)	Determine the vector group	ea.		5	
c)	Measure insulation, HV to tank MV to tank HV to MV (5kV)	ea.		5	
d)	Functional test for all alarm and trip contacts	ea.		5	
e)	CT insulation, HV to tank at 5kV, secondary to tank at 1kV, max magnetising curve the cores to	ea.		5	

	be used, ratio tests for all taps and polarity				
f)	The fan and oil pump directions and operation of starting and overload protection relays	ea.		5	
g)	The control/power cabling insulation (min 1 kV)	ea.		5	
h)	The correct operation and indication of tap-changers and timing checks	ea.		5	
i)	Tan delta test on oil	ea.		5	
j)	Nameplate impedance to be verified	ea.		5	
k)	Wiring to the marshalling Interface Box terminals and to the tap change mechanism box terminals	ea.		5	
l)	Verify winding and oil thermometer accuracies	ea.		5	
m)	Tan Delta tests on all bushings	ea.		5	
n)	Disconnect the transformer core earth and megger to tank to ensure that the core is not bonded to the tank, 1kV max.	ea.		5	
o)	Main tank and tap changer oil level indicators to be checked accuracy	ea.		5	
p)	Sweep Frequency Response Analysis (SFRA)	ea.		5	
q)	Supply and Replace silica gel	ea.		5	
r)	Conduct oil and gas analysis (DGA)	ea		5	

s)	Conduct Furan analysis	ea		5	
SUB-TOTAL EXCLUDING VAT					
VAT (15%)					
TOTAL INCLUDING VAT					

NOTE: If not OEM please supply Quote from the OME and your handling fee

3.2	<u>On Site repair for Transformer 10 MVA</u>	Unit	Price (a)	Qty (b)	Total (axb)
a) a	Re-gasket tank and parts (valves, pumps, inspection plate, coolers etc.)	ea.		5	
b)	Supply and install new gasket. (6mm nebar) (Width 1.2m)	m		10	
c)	Supply and install new gasket. (10mm nebar) (Width 1.2m)	/m		10	
d)	Inspect and pressure test all coolers/radiator	ea		5	
e)	Supply and fit new Radiator's valve	ea.		10	
f)	Supply, install new Buchholz relay (Transformer)	ea.		5	
g)	Supply and install new pressure relief valve complete with wiring. (PRV)	ea.		5	
h)	Rewire all associated control cables (on transformer)	p/trans		5	
i)	Re-gasket and replace all seals/ O-rings on conservator gauges and conservator tank	ea.		5	
j)	Provide new white coating to conservator	ea.		5	
k)	Check and service "Dry-keep" tank	ea.		5	

l)	Inspect and overhaul diverter switch	ea		5	
m)	Replace all faulty parts of the diverter switch (see 3.3)	ea		5	
n)	Test diverter tube for leaks	ea		5	
o)	Shot-blast and prime tank and conservator and coat with etch primer	ea		5	
p)	Assemble and re-tank diverter switch diverter for final reconnection to active part	ea		5	
q)	Supply, install and test new on-load Tap changer and connect using new HV harness (must pair with relay)	ea		5	
r)	Supply and install new Buchholz relay (Tap changer)	ea.		5	
s)	Supply and install new pressure relief valve and <u>modify tank to suit</u>	ea.		5	
t)	Supply and replace with new HV bushing	ea.		6	
u)	Supply and replace with new HV bushing	ea.		6	
v)	Supply and replace with new LV bushing	ea.		5	
w)	Supply and replace with new HV Bushing CT's as per specification	ea.		5	
x)	Supply and replace with new LV neutral CT's as per specification	ea.		5	
y)	Supply and replace with HV neutral CT's as per specification	ea.		5	
z)	Supply and replace with new winding temperature gauges including probes	ea		5	

aa)	Supply and replace with new Oil temperature gauges including probes	ea		5	
bb)	Seal weld lid	p/trans		5	
cc)	Supply and replace with new Mechanical drive mechanism Tap changer	ea.		5	
dd)	Record transitional resistor value and compare with name plate.	ea.		5	
ee)	Supply and replace with new radiators valves	ea		5	
ff)	Supply and replace with new radiators	ea.		5	
SUB-TOTAL EXCLUDING VAT					
VAT (15%)					
TOTAL INCLUDING VAT					

3.3	Off Site / Factory Repair and Test 10 MVA				
	Test, Report and repair	Unit	Price (a)	Qty (b)	Total (axb)
a)	Voltage ratios on all three phases for each tap position	ea.		5	
b)	Determine the vector group	ea.		5	
c)	Measure insulation, HV to tank MV to tank HV to MV (5kV)	ea.		5	
d)	Functional test for all alarm and trip contacts	ea.		5	
e)	CT insulation, HV to tank at 5kV, secondary to tank at 1kV, max magnetising curve the cores to be used, ratio tests for all taps and polarity	ea.		5	
f)	The fan and oil pump directions and operation of starting and overload protection relays	ea.		5	

g)	The control/power cabling insulation (min 1 kV)	ea.		5	
h)	The correct operation and indication of tap-changers and timing checks	ea.		5	
i)	Tan delta test on oil	ea.		5	
j)	Nameplate impedance to be verified	ea.		5	
k)	Wiring to the marshalling Interface Box terminals and to the tap change mechanism box terminals	ea.		5	
l)	Verify winding and oil thermometer accuracies	ea.		5	
m)	Tan Delta tests on all bushings	ea.		5	
n)	Disconnect the transformer core earth and megger to tank to ensure that the core is not bonded to the tank, 1kV max.	ea.		5	
o)	Main tank and tap changer oil level indicators to be checked accuracy	ea.		5	
p)	Sweep Frequency Response Analysis (SFRA)	ea.		5	
q)	Record harness connection data	ea		5	
r)	De-tank active part and assess	ea		5	
s)	Conduct DP analysis on Paper	ea		5	
t)	Inspect all coolers (Radiators)	ea		5	
u)	Inspect all pressure relief valves	ea		5	
v)	Inspect conservator	ea		5	
w)	Inspect all valves and piping	ea		5	
x)	Conduct test on <u>all bushings</u> . LV bushings	ea		5	
y)	Take oil sample from bushing and test (if applicable)	ea		5	

z)	Inspect on-load tap changer	ea		5	
aa)	Inspect mechanical drive mechanism Tap changer	ea		5	
bb)	Record transitional resistor value and compare with name	ea		5	
cc)	Inspect all contacts and shafts for wear and defects	ea		5	
dd)	Disconnect harness, release pressure, remove top core clamps and unstuck top yoke	ea		5	
ee)	Provide detailed report (To determine if repair or assemble back to previous state)	ea.		5	
ff)	Tank and final assembly to its original state for transport (provided we are not carrying on with the repairs)	p/trans		5	
gg)	Rewind all coils using new bright annealed, high-conductive copper covered with kraft paper	Per kg		5	
hh)	Fit coil insulation, press coil to size, dry-out coils and impregnate, assemble coils onto core and stack top core yoke	ea		5	
ii)	Pre tank inspection and Test (to be witnessed by CoT)	ea		5	
jj)	Final tanking and assembling of transformer.	ea		5	
kk)	Seal weld lid	p/trans		5	
ll)	Routine Test (See scope of work 3.1.1)	p/trans		5	
mm)	Type Test (See scope of work 3.1.2)	p/trans		5	
nn)	Special Test (See scope of work 3.1.3)	p/trans		5	
SUB-TOTAL EXCLUDING VAT					
VAT (15%)					
TOTAL INCLUDING VAT					
If not OEM please supply Quote from the OME and your handling fee					

4	<u>On Site Test for Transformer 20 MVA</u>				
4.1	Test, Report and repair	Unit	Price (a)	Qty (b)	Total(axb)
a)	Voltage ratios on all three phases for each tap position	ea.		5	
b)	Determine the vector group	ea.		5	
c)	Measure insulation, HV to tank MV to tank HV to MV (5kV)	ea.		5	
d)	Functional test for all alarm and trip contacts	ea.		5	
e)	CT insulation, HV to tank at 5kV, secondary to tank at 1kV, max magnetising curve the cores to be used, ratio tests for all taps and polarity	ea.		5	
f)	The fan and oil pump directions and operation of starting and overload protection relays	ea.		5	
g)	The control/power cabling insulation (min 1 kV)	ea.		5	
h)	The correct operation and indication of tap-changers and timing checks	ea.		5	
i)	On Site Test for Transformer 20 MVA				
j)	Test, Report and repair	Unit			
k)	Tan delta test on oil	ea.		5	
l)	Nameplate impedance to be verified	ea.		5	
m)	Wiring to the marshalling Interface Box terminals and to the tap change mechanism box terminals	ea.		5	

n)	Verify winding and oil thermometer accuracies	ea.		5	
o)	Tan Delta tests on all bushings	ea.		5	
p)	Disconnect the transformer core earth and megger to tank to ensure that the core is not bonded to the tank, 1kV max.	ea.		5	
q)	Main tank and tap changer oil level indicators to be checked accuracy	ea.		5	
r)	Sweep Frequency Response Analysis (SFRA)	ea.		5	
s)	Supply and Replace silica gel	ea.		5	
t)	Conduct oil and gas analysis (DGA)	ea		5	
u)	Conduct Furan analysis	ea		5	
SUB-TOTAL EXCLUDING VAT					
VAT (15%)					
TOTAL INCLUDING VAT					
NOTE: If not OEM please supply Quote from the OME and your handling fee					

4.2	<u>On Site repair for Transformer 20 MVA</u>	Unit	Price (a)	Qty (b)	Total(axb)
a)	Re-gasket tank and parts (valves, pumps, inspection plate, coolers etc.)	ea.		5	
b)	Supply and install new gasket. (6mm nebar) (Width 1.2m)	m		10	
c)	Supply and install new gasket. (10mm nebar) (Width 1.2m)	m		10	
d)	Inspect and pressure test all coolers/radiator	ea		5	
e)	Supply and fit new Radiator's valve	ea.		20	
f)	Supply, install new Buchholz relay (transformer)	ea.		5	
g)	Supply and install new pressure relief valve complete with wiring. (PRV)	ea.		5	
h)	Rewire all associated control cables.(on transformer)	p/trans		5	
i)	Re-gasket and replace all seals/ O-rings on conservator gauges and conservator tank	ea.		5	
j)	Provide new white coating to conservator	ea.		5	
k)	Check and service "Dry-keep" tank	ea.		5	
l)	Inspect and overhaul diverter switch	ea		5	
m)	Replace all faulty parts of the diverter switch (see 3.3)	ea		5	
n)	Test diverter tube for leaks	ea		5	
o)	Shot-blast and prime tank and conservator and coat with etch primer	ea		5	

p)	Assemble and re-tank diverter switch diverter for final reconnection to active part	ea		5	
q)	Supply, install and test new on-load Tap changer and connect using new HV harness (must pair with relay)	ea		5	
r)	Supply and install new Buchholz relay (tap changer)	ea.		5	
s)	Supply and install new pressure relief valve and <u>modify tank to suit</u>	ea.		5	
t)	Supply and replace with new HV bushing	ea.		5	
u)	Supply and replace with new HV bushing	ea.		5	
v)	Supply and replace with new LV bushing	ea.		5	
w)	Supply and replace with new HV Bushing CT's as per specification	ea.		5	
x)	Supply and replace with new LV neutral CT's as per specification	ea.		5	
y)	Supply and replace with HV neutral CT's as per specification	ea.		5	
z)	Supply and replace with new winding temperature gauges including probes	ea		5	
aa)	Supply and replace with new Oil temperature gauges including probes	ea		5	
bb)	Seal weld lid	p/trans		7	
cc)	Supply and replace with new Mechanical drive mechanism Tap changer	ea.		5	
dd)	Record transitional resistor value and compare with name plate.	ea.		5	

ee)	Supply and replace with new radiators valves	ea		10	
ff)	Supply and replace with new radiators	ea.		5	
SUB-TOTAL EXCLUDING VAT					
VAT (15%)					
TOTAL INCLUDING VAT					
If not OEM please supply Quote from the OME and your handling fee					
4.3	Off Site / Factory Repair and Test 20 MVA				
	Test, Report and repair	Unit	Price (a)	Qty (b)	Total(axb)
a)	Voltage ratios on all three phases for each tap position	ea.		5	
b)	Determine the vector group	ea.		5	
c)	Measure insulation, HV to tank MV to tank HV to MV (5kV)	ea.		5	
d)	Functional test for all alarm and trip contacts	ea.		5	
e)	CT insulation, HV to tank at 5kV, secondary to tank at 1kV, max magnetising curve the cores to be used, ratio tests for all taps and polarity	ea.		5	
f)	The fan and oil pump directions and operation of starting and overload protection relays	ea.		5	
g)	The control/power cabling insulation (min 1 kV)	ea.		5	
h)	The correct operation and indication of tap-changers and timing checks	ea.		5	
i)	Tan delta test on oil	ea.		5	
j)	Nameplate impedance to be verified	ea.		5	

k)	Wiring to the marshalling Interface Box terminals and to the tap change mechanism box terminals	ea.		5	
l)	Verify winding and oil thermometer accuracies	ea.		5	
m)	Tan Delta tests on all bushings	ea.		5	
n)	Disconnect the transformer core earth and megger to tank to ensure that the core is not bonded to the tank, 1kV max.	ea.		5	
o)	Main tank and tap changer oil level indicators to be checked accuracy	ea.		5	
p)	Sweep Frequency Response Analysis (SFRA)	ea.		5	
q)	Record harness connection data	ea		5	
r)	De-tank active part and assess	ea		5	
s)	Conduct DP analysis on Paper	ea		5	
t)	Inspect all coolers (Radiators)	ea		5	
u)	Inspect all pressure relief valves	ea		5	
v)	Inspect conservator	ea		5	
w)	Inspect all valves and piping	ea		5	
x)	Conduct test on all bushings. Tan delta test	ea		5	
y)	Take oil sample from bushing and test (if applicable)	ea		5	
z)	Inspect on-load tap changer	ea		5	
aa)	Inspect mechanical drive mechanism Tap changer	ea		5	
bb)	Record transitional resistor value and compare with name	ea		5	
cc)	Inspect all contacts and shafts for wear and defects	ea		5	
dd)	Disconnect harness, release pressure, remove top core	ea		5	

ee)	Provide detailed report (To determine if repair or assemble back to previous state)	ea.		5	
ff)	Tank and final assembly to its original state for transport (provided we are not carrying on with the repairs)	p/trans		5	
gg)	Rewind all coils using new bright annealed, high-conductive copper covered with kraft paper	Per kg		5	
hh)	Fit coil insulation, press coil to size, dry-out coils and impregnate, assemble coils onto core and stack top core yoke	ea		5	
ii)	Pre tank inspection and Test (to be witnessed by CoT)	ea		5	
jj)	Final tanking and assembling of transformer.	ea		5	
kk)	Seal weld lid	p/trans		5	
ll)	Routine Test (<u>See scope of work 3.1.1</u>)	p/trans		5	
mm)	Type Test (<u>See scope of work 3.1.2</u>)	p/trans		5	
nn)	Special Test (<u>See scope of work 3.1.3</u>)	p/trans		5	
SUB-TOTAL EXCLUDING VAT					
VAT (15%)					
TOTAL INCLUDING VAT					
If not OEM please supply Quote from the OME and your handling fee					
5	ON SITE – Supply, replace and Commission Tap Changer complete with motor drive (only price on applicable Tap changer For MVA rating)	Unit	Price (a)	Qty (b)	Total(axb)
a)	ABB – UZERN 250/300 (Complete) (contact set +gasket set+motor drive)	ea.		5	

b)	ABB – UZERN 250/300 contact set	ea.		5	
c)	ABB – UZERN 250/300 gasket set	ea.		5	
d)	Motor drive	ea.		5	
e)	ABB – UZELN 150/200 (Complete) (contact set +gasket set+motor drive)	ea.		5	
f)	ABB – UZELN 150/200 contact set	ea.		5	
g)	ABB – UZELN 150/200 gasket set	ea.		5	
h)	Motor drive	ea.		5	
i)	ABB – UBBERN 200/400 (Complete) (contact set +gasket set+motor drive)	ea.		5	
j)	ABB – UBBERN 200/400 contact set	ea.		5	
k)	gasket set	ea.		5	
l)	Motor drive	ea.		5	
m)	ABB – UBBRN 150/350 (Complete) (contact set +gasket set+motor drive)	ea.		5	
n)	ABB – UBBRN 150/350 contact set	ea.		5	
o)	gasket set	ea.		5	
p)	Motor drive	ea.		5	
q)	ABB – UCGRT 650/600K (Kwagga) (Complete) (contact set +gasket set+motor drive)	ea.		5	
r)	ABB – UCGRT 650/600K contact set	ea.		5	

s)	gasket set	ea.		5	
t)	Motor drive	ea.		5	
u)	ASEA – UCCRN 500/800 (Kwagga) (Complete) (contact set +gasket set+motor drive)	ea.		5	
v)	ASEA – UCCRN 500/800 contact set	ea.		5	
w)	gasket set	ea.		5	
x)	Motor drive	ea.		5	
y)	ASEA – BUE1 (Kwagga) (Complete) (contact set +gasket set+motor drive)	ea.		5	
z)	ASEA – BUE1 contact set	ea.		5	
aa)	gasket set	ea.		5	
bb)	Motor drive	ea.		5	
cc)	ASEA – UCBRT 550 600 (Njala) (Complete) (contact set +gasket set+motor drive)	ea.		5	
dd)	ASEA – UCBRT 550 600 contact set	ea.		5	
ee)	gasket set	ea.		5	
ff)	Motor drive	ea.		5	
gg)	MR – V III Y200 (Complete) (contact set +gasket set+motor drive)	ea.		5	
hh)	MR – V III Y200 contact set	ea.		5	
ii)	gasket set	ea.		5	
jj)	Motor drive	ea.		5	
kk)	MR – D III 200 (Complete) (contact set +gasket set+motor drive)	ea.		5	

ll)	MR – D III 200 contact set	ea.		5	
mm)	gasket set	ea.		5	
nn)	Motor drive	ea.		5	
oo)	MR – V V III 250Y – 40 – 10193WR (Complete) (contact set +gasket set+motor drive)	ea.		5	
pp)	MR – V V III 250Y – 40 – 10193WR contact set	ea.		5	
qq)	gasket set	ea.		5	
rr)	Motor drive	ea.		5	
ss)	MR – D III 200Y5214121W (Complete) (contact set +gasket set+motor drive)	ea.		5	
tt)	MR – D III 200Y5214121W contact set	ea.		5	
uu)	gasket set	ea.		5	
vv)	Motor drive	ea.		5	
ww)	FERANTI – DS2 (Complete) (contact set +gasket set+motor drive)	ea.		5	
xx)	FERANTI – DS2 contact set	ea.		5	
yy)	gasket set	ea.		5	
zz)	Motor drive	ea.		5	
aaa)	ASSOCIATED – TAPCH – AT317-44/300RR3 (Complete) (contact set +gasket set+motor drive)	ea		5	
bbb)	ASSOCIATED – TAPCH – AT317-44/300RR3 contact set	ea		5	
ccc)	gasket set	ea		5	

ddd)	Motor drive	ea		5	
SUBTOTAL EXCLUDING VAT					
VAT (15%)					
TOTAL INCLUDING VAT					
6	ON SITE - Oil Handling				
	(Contractor to supply clean suitable Container for oil storage for duration of repairs)	Unit	Price (a)	Qty (b)	Total(axb)
a)	Transfer of oil to and from Transformer into storage Tank	P/litre		200 000 Litre	
b)	Transport of oil from site to CoT Storage Facility (C.de Wet)	P/litre		50 000 Litre	
c)	Supply New Virgin Oil (BULK) only when CoT cannot provide free issue oil)	P/litre		100 000 Litre	
d)	Supply New Virgin Oil (210 litre drum) only when CoT cannot provide free issue oil)	P/Drum		50	
e)	Conduct oil and gas analysis (DGA)	ea		150	
f)	Conduct Furan analysis	ea		250	
SUB-TOTAL EXCLUDING VAT					
VAT (15%)					
TOTAL INCLUDING VAT					

7	GENERAL REQUIREMENTS	Unit	Price (a)	Qty (b)	Total(axb)
a)	New transformer name plate (5MVA to 20MVA)	Ea.			
b)	Handling Fee/Strip and quote	hr		20	
c)	Coating of exterior surface	m ²		300	
d)	Coating of interior surfaces	m ²		300	
e)	Convert oil termination box (G38) to dry type termination box (20MVA)	Ea		50	
f)	Supply new bushing turret box to extend new bushing	Ea.		6	
g)	Supply new Silica – gel	Kg		200	
h)	Supply new Silica- gel breathers SA200-10	ea.		50	
i)	Supply new Silica- gel breathers SA200-3	ea.		100	
j)	Safety Officer to be appointed according OHS act for on-site work only.	hr		20	
k)	A comprehensive, documented Health and Safety Plan is to be drawn up	ea		2	
l)	Monitoring of compliance on site	ea		10	
m)	Scrap copper price must be provided and indicated as a savings where applicable (per kg)	P/Kg		1000	
n)	High pressure wash the transformer to remove all oil and dirt from the transformer as well as the plinth	each		45	
o)	Oil purification (per lt)	p/lt		1 million	
p)	Oil regeneration (per lt)	p/Lt		100 000 Liter	
q)	Supply and install new HV bushing (GOB 550/800)145KV	ea.		9	
r)	Or Suitable Alternative	ea.		9	

s)	Supply and install new HV bushing (GOB 550/1200)145KV	ea.		9	
t)	Or Suitable Alternative	ea.		9	
u)	Supply and install new HV bushing (GOB 650/1250)145KV	ea.		9	
v)	Or Suitable Alternative	ea.		9	
w)	Supply and install new HV bushing (GOE	ea.		9	
x)	Or Suitable Alternative	ea.		9	
y)	Supply and install new HV bushing (GOE 650/1600)145KV	ea.		9	
z)	Or Suitable Alternative	ea.		9	
aa)	Supply and install new HV bushing (GOM 1050/725/0.6)275KV	ea.		9	
bb)	Or Suitable Alternative	ea		9	
cc)	Supply and install new LV bushing	ea.		9	
dd)	Supply and install new HV Bushing CT's as per specification	ea.		9	
ee)	Supply and install new LV neutral CT's as per specification	ea.		9	
ff)	Supply and install HV neutral CT's as per specification	ea.		9	
SUB-TOTAL EXCLUDING VAT					
VAT (15%)					
TOTAL INCLUDING VAT					

SUMMARY FOR SECTION 1

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7.2. SECTION 2

ITEM NO	DESCRIPTION				
1	Dismantle/assemble (Erection) power				
1.1	Dismantle and assemble on site (NER/NEC to be included)				
		Unit	Price (a)	Qty (b)	Total (axb)
a)	Transformer/unit 35 MVA	ea		10	
b)	Transformer/unit 40MVA	ea		5	
c)	Transformer/unit 75MVA	ea		5	
SUB-TOTAL EXCLUDING VAT					
VAT (15%)					
TOTAL INCLUDING VAT					
1.2	Rigging on/off- to transport vehicle (NER/NEC to be included)				
		Unit	Price (a)	Qty (b)	Total (axb)
a)	Transformer/unit 35 MVA	ea		10	
b)	Transformer/unit 40MVA	ea		5	
c)	Transformer/unit 75MVA	ea		5	
SUB-TOTAL EXCLUDING VAT					
VAT (15%)					
TOTAL INCLUDING VAT					
1.3	Transport by Road to selected Substation/site (NER/NEC to be included)				

		Unit	Price (a)	Qty (b)	Total (axb)
a)	Transformer/unit 35MVA	Per km		5	
b)	Transformer/unit 40 MVA	Per km		5	
c)	Transformer/unit 75 MVA	Per km		5	
d)	Transformer/unit 20MVA	Per km		10	
e)	Transformer/unit 35 MVA	Per km		10	
f)	Transformer/unit 40MVA	Per km		5	
g)	Transformer/unit 75MVA	Per km		5	
h)	Transformer/unit 250MVA	Per km		2	
i)	Transformer/unit 315MVA	Per km		2	
SUB-TOTAL EXCLUDING VAT					
VAT (15%)					
TOTAL INCLUDING VAT					

2	<u>On Site Test for Transformer 35 MVA</u>				
2.1	Test, Report and repair	Unit	Price (a)	Qty (b)	Total (axb)
a)	Voltage ratios on all three phases for each tap position	ea.		10	
b)	Determine the vector group	ea.		10	
c)	Measure insulation, HV to tank MV to tank HV to MV (5kV)	ea.		10	
d)	Functional test for all alarm and trip contacts	ea.		10	
e)	CT insulation, HV to tank at 5kV, secondary to tank at 1kV, max magnetising curve the cores to be used, ratio tests for all taps and polarity	ea.		10	
f)	The fan and oil pump directions and operation of starting and overload protection relays	ea.		10	

g)	The control/power cabling insulation (min 1 kV)	ea.		10	
h)	The correct operation and indication of tap-changers and timing checks	ea.		10	
i)	Tan delta test on oil	ea.		10	
j)	Nameplate impedance to be verified	ea.		10	
k)	Wiring to the marshalling Interface Box terminals and to the tap change mechanism box terminals	ea.		10	
l)	Verify winding and oil thermometer accuracies	ea.		10	
m)	Tan Delta tests on all bushings	ea.		10	
n)	Disconnect the transformer core earth and megger to tank to ensure that the core is not bonded to the tank, 1kV max.	ea.		10	
o)	Main tank and tap changer oil level indicators to be checked accuracy	ea.		10	
p)	Sweep Frequency Response Analysis (SFRA)	ea.		10	
q)	Supply and Replace silica gel	ea.		10	
r)	Conduct oil and gas analysis (DGA)	ea		10	
s)	Conduct Furan analysis	ea		10	
SUB-TOTAL EXCLUDING VAT					
VAT (15%)					

TOTAL INCLUDING VAT					
NOTE: If not OEM please supply Quote from the OME and your handling fee					
2.2	<u>On Site repair for Transformer 35 MVA</u>	Unit	Price (a)	Qty (b)	Total (axb)
a)	Re-gasket tank and parts (valves, pumps, inspection plate, coolers etc.)	ea.		5	
b)	Supply and install new gasket. (6mm nebar) (Width 1.2m)	m		10	
c)	Supply and install new gasket. (10mm nebar) (Width 1.2m)	/m		10	
d)	Inspect and pressure test all coolers/radiator	ea		5	
e)	Supply and fit new Radiator's valve	ea.		5	
f)	Supply, install new Buchholz relay (Transformer)	ea.		5	
g)	Supply and install new pressure relief valve complete with wiring. (PRV)	ea.		5	
h)	Rewire all associated control cables.(on transformer)	p/trans		5	
i)	Re-gasket and replace all seals/ O-rings on conservator gauges and conservator tank	ea.		5	
j)	Provide new white coating to conservator	ea.		5	
k)	Check and service "Dry-keep" tank	ea.		5	
l)	Inspect and overhaul diverter switch	ea		5	
m)	Replace all faulty parts of the diverter switch (see 3.3)	ea		5	
n)	Test diverter tube for leaks	ea		5	

o)	Shot-blast and prime tank and conservator and coat with etch primer	ea		5	
p)	Assemble and re-tank diverter switch diverter for final reconnection to active part	ea		5	
q)	Supply, install and test new on-load Tap changer and connect using new HV harness (must pair with relay)	ea		5	
r)	Supply and install new Buchholz relay (tap changer)	ea.		5	
s)	Supply and install new pressure relief valve and modify tank to suit	ea.		5	
t)	Supply and replace with new HV bushing (GOB550)	ea.		5	
u)	Supply and replace with new HV bushing (GOB650)	ea.		5	
v)	Supply and replace with new LV bushing	ea.		5	
w)	Supply and replace with new HV Bushing CT's as per specification	ea.		5	
x)	Supply and replace with new LV neutral CT's as per specification	ea.		5	
y)	Supply and replace with HV neutral CT's as per specification	ea.		5	
z)	Supply and replace with new winding temperature gauges including probes	ea		5	
aa)	Supply and replace with new Oil temperature gauges including probes	ea		5	
bb)	Seal weld lid	sum		7	
cc)	Supply and replace with new Mechanical drive mechanism Tap changer	ea.		5	

dd)	Record transitional resistor value and compare with name plate.	ea.		5	
ee)	Supply and replace with new radiators valves	ea		5	
ff)	Supply and replace with new radiators	ea.		5	
SUB-TOTAL EXCLUDING VAT					
VAT (15%)					
TOTAL INCLUDING VAT					
NOTE: If not OEM please supply Quote from the OME and your handling fee					
2.3	Off Site / Factory Repair and Test 35MVA				
	Test, Report and repair	Unit	Price (a)	Qty (b)	Total (axb)
a)	Voltage ratios on all three phases for each tap position	ea.		5	
b)	Determine the vector group	ea.		5	
c)	Measure insulation, HV to tank MV to tank HV to MV (5kV)	ea.		5	
d)	Functional test for all alarm and trip contacts	ea.		5	
e)	CT insulation, HV to tank at 5kV, secondary to tank at 1kV, max magnetising curve the cores to be used, ratio tests for all taps and polarity	ea.		5	
f)	The fan and oil pump directions and operation of starting and overload protection relays	ea.		5	
g)	The control/power cabling insulation (min 1 kV)	ea.		5	
h)	The correct operation and indication of tap-changers and timing checks	ea.		5	

i)	Tan delta test on oil	ea.		5	
j)	Nameplate impedance to be verified	ea.		5	
k)	Wiring to the marshalling Interface Box terminals and to the tap change mechanism box terminals	ea.		5	
l)	Verify winding and oil thermometer accuracies	ea.		5	
m)	Tan Delta tests on all bushings	ea.		5	
n)	Disconnect the transformer core earth and megger to tank to ensure that the core is not bonded to the tank, 1kV max.	ea.		5	
o)	Main tank and tap changer oil level indicators to be checked accuracy	ea.		5	
p)	Sweep Frequency Response Analysis (SFRA)	ea.		5	
q)	Record harness connection data	ea		5	
r)	De-tank active part and assess	ea		5	
s)	Conduct DP analysis on Paper	ea		5	
t)	Inspect all coolers (Radiators)	ea		5	
u)	Inspect all pressure relief valves	ea		5	
v)	Inspect conservator	ea		5	
w)	Inspect all valves and piping	ea		5	
x)	Conduct test on all bushings. LV	ea		5	
y)	Take oil sample from bushing and test(if applicable)	ea		5	
z)	Inspect on-load tap changer	ea		5	
aa)	Inspect mechanical drive mechanism Tap changer	ea		5	
bb)	Record transitional resistor value and compare with name	ea		5	

cc)	Inspect all contacts and shafts for wear and defects	ea		5	
dd)	Disconnect harness, release pressure, remove top core clamps and unstuck top yoke	ea		5	
ee)	Provide detailed report (To determine if repair or	ea.		5	
ff)	Tank and final assembly to its original state for transport (provided we are not carrying on with the repairs)	p/trans		5	
gg)	Rewind all coils using new bright annealed, high-conductive copper covered with kraft paper	Per kg		5	
hh)	Fit coil insulation, press coil to size, dry-out coils and impregnate, assemble coils onto core and stack top core yoke	ea		5	
ii)	Pre tank inspection and Test (to be witnessed by CoT)	ea		5	
jj)	Final tanking and assembling of transformer.	ea		5	
kk)	Seal weld lid	p/trans		5	
ll)	Routine Test (See scope of work 3.1.1)	p/trans		5	
mm)	Type Test (See scope of work 3.1.2)	p/trans		5	
nn)	Special Test (See scope of work 3.1.3)	p/trans		5	
SUB-TOTAL EXCLUDING VAT					
VAT (15%)					
TOTAL INCLUDING VAT					
NOTE: If not OEM please supply Quote from the OME and your handling fee					
3	<u>On Site Test for Transformer 40 MVA</u>				
3.1	Test, Report and repair	Unit	Price (a)	Qty (b)	Total (axb)
a)	Voltage ratios on all three phases for each tap position	ea.		5	

b)	Determine the vector group	ea.		5	
c)	Measure insulation, HV to tank MV to tank HV to MV (5kV)	ea.		5	
d)	Functional test for all alarm and trip contacts	ea.		5	
e)	CT insulation, HV to tank at 5kV, secondary to tank at 1kV, max magnetising curve the cores to be used, ratio tests for all taps and polarity	ea.		5	
f)	The fan and oil pump directions and operation of starting and overload protection relays	ea.		5	
g)	The control/power cabling insulation (min 1 kV)	ea.		5	
h)	The correct operation and indication of tap-changers and timing checks	ea.		5	
i)	Tan delta test on oil	ea.		5	
j)	Nameplate impedance to be verified	ea.		5	
k)	Wiring to the marshalling Interface Box terminals and to the tap change mechanism box terminals	ea.		5	
l)	Verify winding and oil thermometer accuracies	ea.		5	
m)	Tan Delta tests on all bushings	ea.		5	
n)	Disconnect the transformer core earth and megger to tank to ensure that the core is not bonded to the tank, 1kV max.	ea.		5	

o)	Main tank and tap changer oil level indicators to be checked accuracy	ea.		5	
p)	Sweep Frequency Response Analysis (SFRA)	ea.		5	
q)	Supply and Replace silica gel	ea.		5	
r)	Conduct oil and gas analysis (DGA)	ea		5	
s)	Conduct Furan analysis	ea		5	
SUB-TOTAL EXCLUDING VAT					
VAT (15%)					
TOTAL INCLUDING VAT					
NOTE: If not OEM please supply Quote from the OME and your handling fee					
3.2	<u>On Site repair for Transformer 40 MVA</u>	Unit	Price (a)	Qty (b)	Total (axb)
a)	Re-gasket tank and parts (valves, pumps, inspection plate, coolers etc.)	ea.		3	
b)	Supply and install new gasket. (6mm nebar) (Width 1.2m)	m		10	
c)	Supply and install new gasket. (10mm nebar) (Width 1.2m)	m		10	
d)	Inspect and pressure test all coolers/radiator	ea		3	
e)	Supply and fit new Radiator's valve	ea.		10	
f)	Supply, install new Buchholz relay (Transformer)	ea.		3	
g)	Supply and install new pressure relief valve complete with wiring. (PRV)	ea.		3	

h)	Rewire all associated control cables.(on transformer)	p/trans		3	
i)	Re-gasket and replace all seals/O-rings on conservator gauges and conservator tank	ea.		3	
j)	Provide new white coating to conservator	ea.		3	
k)	Check and service "Dry-keep" tank	ea.		3	
l)	Inspect and overhaul diverter switch	ea		3	
m)	Replace all faulty parts of the diverter switch (see 3.3)	ea		3	
n)	Test diverter tube for leaks	ea		3	
o)	Shot-blast and prime tank and conservator and coat with etch primer	ea		3	
p)	Assemble and re-tank diverter switch diverter for final reconnection to active part	ea		3	
q)	Supply, install and test new on-load Tap changer and connect using new HV harness (must pair with relay)	ea		3	
r)	Supply and install new Buchholz relay (Tap changer)	ea.		3	
s)	Supply and install new pressure relief valve and <u>modify tank to suit</u>	ea.		3	
t)	Supply and replace with new HV bushing (GOB550)	ea.		3	
u)	Supply and replace with new HV bushing (GOB650)	ea.		3	
v)	Supply and replace with new LV bushing	ea.		3	
w)	Supply and replace with new HV Bushing CT's as per specification	ea.		3	

x)	Supply and replace with new LV neutral CT's as per specification	ea.		3	
y)	Supply and replace with HV neutral CT's as per specification	ea.		3	
z)	Supply and replace with new winding temperature gauges including probes	ea		3	
aa)	Supply and replace with new Oil temperature gauges including probes	ea		3	
bb)	Seal weld lid	p/trans		3	
cc)	Supply and replace with new Mechanical drive mechanism Tap changer	ea.		3	
dd)	Record transitional resistor value and compare with name plate.	ea.		3	
ee)	Supply and replace with new radiators valves	ea		10	
ff)	Supply and replace with new radiators	ea.		3	
SUB-TOTAL EXCLUDING VAT					
VAT (15%)					
TOTAL INCLUDING VAT					
NOTE: If not OEM please supply Quote from the OME and your handling fee					
3.3	Off Site / Factory Repair and Test 40 MVA				
	Test, Report and repair	Unit	Price (a)	Qty (b)	Total (axb)
a)	Voltage ratios on all three phases for each tap position	ea.		5	
b)	Determine the vector group	ea.		5	
c)	Measure insulation, HV to tank MV to tank HV to MV (5kV)	ea.		5	

d)	Functional test for all alarm and trip contacts	ea.		5	
e)	CT insulation, HV to tank at 5kV, secondary to tank at 1kV, max magnetising curve the cores to be used, ratio tests for all taps and polarity	ea.		5	
f)	The fan and oil pump directions and operation of starting and overload protection relays	ea.		5	
g)	The control/power cabling insulation (min 1 kV)	ea.		5	
h)	The correct operation and indication of tap-changers and timing checks	ea.		5	
i)	Tan delta test on oil	ea.		5	
j)	Nameplate impedance to be verified	ea.		5	
k)	Wiring to the marshalling Interface Box terminals and to the tap change mechanism box terminals	ea.		5	
l)	Verify winding and oil thermometer accuracies	ea.		5	
m)	Tan Delta tests on all bushings	ea.		5	
n)	Disconnect the transformer core earth and megger to tank to ensure that the core is not bonded to the tank, 1kV max.	ea.		5	
o)	Main tank and tap changer oil level indicators to be checked accuracy	ea.		5	
p)	Sweep Frequency Response Analysis (SFRA)	ea.		5	
q)	Record harness connection data	ea		5	
r)	De-tank active part and assess	ea		5	

s)	Conduct DP analysis on Paper	ea		5	
t)	Inspect all coolers (Radiators)	ea		5	
u)	Inspect all pressure relief valves	ea		5	
v)	Inspect conservator	ea		5	
w)	Inspect all valves and piping	ea		5	
x)	Conduct test on all bushings. LV	ea		5	
y)	Take oil sample from bushing and test (if applicable)	ea		5	
z)	Inspect on-load tap changer	ea		5	
aa)	Inspect mechanical drive mechanism Tap changer	ea		5	
bb)	Record transitional resistor value and compare with name plate.	ea		5	
cc)	Inspect all contacts and shafts for wear and defects	ea		5	
dd)	Disconnect harness, release pressure, remove top core clamps and unstuck top yoke	ea		5	
ee)	Provide detailed report (To determine if repair or assemble back to previous state)	ea.		5	
ff)	Tank and final assembly to its original state for transport (provided we are not carrying on with the repairs)	p/trans		5	
gg)	Rewind all coils using new bright annealed, high- conductive copper covered with kraft paper	Per kg		5	
hh)	Fit coil insulation, press coil to size, dry-out coils and impregnate, assemble coils onto core and stack top core yoke	ea		5	
ii)	Pre tank inspection and Test (to be witnessed by CoT)	ea		5	
jj)	Final tanking and assembling of transformer.	ea		5	
kk)	Seal weld lid	p/trans		5	

ll)	Routine Test (<u>See scope of work 3.1.1)</u>)	p/trans		5	
mm)	Type Test (<u>See scope of work 3.1.2)</u>)	p/trans		5	
nn)	Special Test (<u>See scope of work 3.1.3)</u>)	p/trans		5	
SUB-TOTAL EXCLUDING VAT					
VAT (15%)					
TOTAL INCLUDING VAT					
NOTE: If not OEM please supply Quote from the OME and your handling fee					
4	<u>On Site Test for Transformer 75 MVA</u>				
4.1	Test, Report and repair	Unit	Price (a)	Qty (b)	Total (axb)
a)	Voltage ratios on all three phases for each tap position	ea.		5	
b)	Determine the vector group	ea.		5	
c)	Measure insulation, HV to tank MV to tank HV to MV (5kV)	ea.		5	
d)	Functional test for all alarm and trip contacts	ea.		5	
e)	CT insulation, HV to tank at 5kV, secondary to tank at 1kV, max magnetising curve the cores to be used, ratio tests for all taps and polarity	ea.		5	
f)	The fan and oil pump directions and operation of starting and overload protection relays	ea.		5	
g)	The control/power cabling insulation (min 1 kV)	ea.		5	
h)	The correct operation and indication of tap-changers and timing checks	ea.		5	
i)	Tan delta test on oil	ea.		5	

j)	Nameplate impedance to be verified	ea.		5	
k)	Wiring to the marshalling Interface Box terminals and to the tap change mechanism box terminals	ea.		5	
l)	Verify winding and oil thermometer accuracies	ea.		5	
m)	Tan Delta tests on all bushings	ea.		5	
n)	Disconnect the transformer core earth and megger to tank to ensure that the core is not bonded to the tank, 1kV max.	ea.		5	
o)	Main tank and tap changer oil level indicators to be checked accuracy	ea.		5	
p)	Sweep Frequency Response Analysis (SFRA)	ea.		5	
q)	Supply and Replace silica gel	ea.		5	
r)	Conduct oil and gas analysis (DGA)	ea		5	
s)	Conduct Furan analysis	ea		5	
SUB-TOTAL EXCLUDING VAT					
VAT (15%)					
TOTAL INCLUDING VAT					
NOTE: If not OEM please supply Quote from the OME and your handling fee					
4.2	<u>On Site repair for Transformer 75 MVA</u>	Unit	Price (a)	Qty (b)	Total (axb)

a)	Re-gasket tank and parts (valves, pumps, inspection plate, coolers etc.)	ea.		5	
b)	Supply and install new gasket. (6mm nebar) (Width 1.2m)	m		10	
c)	Supply and install new gasket. (10mm nebar) (Width 1.2m)	m		10	
d)	Inspect and pressure test all coolers/radiator	ea		5	
e)	Supply and fit new Radiator's valve	ea.		5	
f)	Supply, install new Buchholz relay (transformer)	ea.		5	
g)	Supply and install new pressure relief valve complete with wiring. (PRV)	ea.		5	
h)	Rewire all associated control cables (on transformer)	p/trans		5	
i)	Re-gasket and replace all seals/O-rings on conservator gauges and conservator tank	ea.		5	
j)	Provide new white coating to conservator	ea.		5	
k)	Check and service "Dry-keep" tank	ea.		5	
l)	Inspect and overhaul diverter switch	ea		5	
m)	Replace all faulty parts of the diverter switch (see 3.3)	ea		5	
n)	Test diverter tube for leaks	ea		5	
o)	Shot-blast and prime tank and conservator and coat with etch primer	ea		5	
p)	Assemble and re-tank diverter switch diverter for final reconnection to active part	ea		5	
q)	Supply, install and test new on-load Tap changer and connect	ea		5	

	using new HV harness (must pair with relay)				
r)	Supply and install new Buchholz relay (tap changer)	ea.		5	
s)	Supply and install new pressure relief valve and <u>modify tank to suit</u>	ea.		5	
t)	Supply and replace with new HV bushing	ea.		5	
u)	Supply and replace with new HV bushing	ea.		5	
v)	Supply and replace with new LV bushing	ea.		5	
w)	Supply and replace with new HV Bushing CT's as per specification	ea.		5	
x)	Supply and replace with new LV neutral CT's as per specification	ea.		5	
y)	Supply and replace with HV neutral CT's as per specification	ea.		5	
z)	Supply and replace with new winding temperature gauges including probes	ea		5	
aa)	Supply and replace with new Oil temperature gauges including probes	ea		5	
bb)	Seal weld lid	p/trans		5	
cc)	Supply and replace with new Mechanical drive mechanism Tap changer	ea.		5	
dd)	Record transitional resistor value and compare with name plate.	ea.		5	
ee)	Supply and replace with new radiators valves	ea		5	
ff)	Supply and replace with new radiators	ea.		5	

SUB-TOTAL EXCLUDING VAT					
VAT (15%)					
TOTAL INCLUDING VAT					
NOTE: If not OEM please supply Quote from the OME and your handling fee					
4.3	Off Site / Factory Repair and Test 75 MVA				
	Test, Report and repair	Unit	Price (a)	Qty (b)	Total (axb)
a)	Voltage ratios on all three phases for each tap position	ea.		5	
b)	Determine the vector group	ea.		5	
c)	Measure insulation, HV to tank MV to tank HV to MV (5kV)	ea.		5	
d)	Functional test for all alarm and trip contacts	ea.		5	
e)	CT insulation, HV to tank at 5kV, secondary to tank at 1kV, max magnetising curve the cores to be used, ratio tests for all taps and polarity	ea.		5	
f)	The fan and oil pump directions and operation of starting and overload protection relays	ea.		5	
g)	The control/power cabling insulation (min 1 kV)	ea.		5	
h)	The correct operation and indication of tap-changers and timing checks	ea.		5	
i)	Tan delta test on oil	ea.		5	
j)	Nameplate impedance to be verified	ea.		5	
k)	Wiring to the marshalling Interface Box terminals and to the tap change mechanism box terminals	ea.		5	

l)	Verify winding and oil thermometer accuracies	ea.		5	
m)	Tan Delta tests on all bushings	ea.		5	
n)	Disconnect the transformer core earth and megger to tank to ensure that the core is not bonded to the tank, 1kV max.	ea.		5	
o)	Main tank and tap changer oil level indicators to be checked accuracy	ea.		5	
p)	Sweep Frequency Response Analysis (SFRA)	ea.		5	
q)	Record harness connection data	ea		5	
r)	De-tank active part and assess	ea		5	
s)	Conduct DP analysis on Paper	ea		5	
t)	Inspect all coolers (Radiators)	ea		5	
u)	Inspect all pressure relief valves	ea		5	
v)	Inspect conservator	ea		5	
w)	Inspect all valves and piping	ea		5	
x)	Conduct test on all bushings. Tan delta test	ea		5	
y)	Take oil sample from bushing and test(if applicable)	ea		5	
z)	Inspect on-load tap changer	ea		5	
aa)	Inspect mechanical drive mechanism Tap changer	ea		5	
bb)	Record transitional resistor value and compare with name plate.	ea		5	
cc)	Inspect all contacts and shafts for wear and defects	ea		5	
dd)	Disconnect harness, release pressure, remove top core clamps and unstuck top yoke	ea		5	

ee)	Provide detailed report (To determine if repair or assemble back to previous state)	ea.		5	
ff)	Tank and final assembly to its original state for transport (provided we are not carrying on with the repairs)	p/trans		5	
gg)	Rewind all coils using new bright annealed, high-conductive copper covered with kraft paper	Per kg		5	
hh)	Fit coil insulation, press coil to size, dry-out coils and impregnate, assemble coils onto core and stack top core yoke	ea		5	
ii)	Pre tank inspection and Test (to be witnessed by CoT)	ea		5	
jj)	Final tanking and assembling of transformer.	ea		5	
kk)	Seal weld lid	p/trans		5	
ll)	Routine Test (See scope of work 3.1.1)	p/trans		5	
mm)	Type Test (See scope of work 3.1.2)	p/trans		5	
nn)	Special Test (See scope of work 3.1.3)	p/trans		5	
SUB-TOTAL EXCLUDING VAT					
VAT (15%)					
TOTAL INCLUDING VAT					

NOTE: If not OEM please supply Quote from the OME and your handling fee

5	ON SITE – Supply, replace and Commission Tap Changer complete with motor drive (only price on applicable Tap changer For MVA rating)	Unit	Price (a)	Qty (b)	Total (axb)
eee)	ABB – UZERN 250/300 (Complete) (contact set +gasket set+motor drive)	ea.		5	
fff)	ABB – UZERN 250/300 contact set	ea.		5	

ggg)	ABB – UZERN 250/300 gasket set	ea.		5	
hhh)	Motor drive	ea.		5	
iii)	ABB – UZELN 150/200 (Complete) (contact set +gasket set+motor drive)	ea.		5	
jjj)	ABB – UZELN 150/200 contact set	ea.		5	
kkk)	ABB – UZELN 150/200 gasket set	ea.		5	
lll)	Motor drive	ea.		5	
mmm)	ABB – UBBERN 200/400 (Complete) (contact set +gasket set+motor drive)	ea.		5	
nnn)	ABB – UBBERN 200/400 contact set	ea.		5	
ooo)	gasket set	ea.		5	
ppp)	Motor drive	ea.		5	
qqq)	ABB – UBBRN 150/350 (Complete) (contact set +gasket set+motor drive)	ea.		5	
rrr)	ABB – UBBRN 150/350 contact set	ea.		5	
sss)	gasket set	ea.		5	
ttt)	Motor drive	ea.		5	
uuu)	ABB – UCGRT 650/600K (Kwagga) (Complete) (contact set +gasket set+motor drive)	ea.		5	
vvv)	ABB – UCGRT 650/600K contact set	ea.		5	
www)	gasket set	ea.		5	
xxx)	Motor drive	ea.		5	

yyy)	ASEA – UCCRN 500/800 (Kwagga) (Complete) (contact set +gasket set+motor drive)	ea.		5	
zzz)	ASEA – UCCRN 500/800 contact set	ea.		5	
aaaa)	gasket set	ea.		5	
bbbb)	Motor drive	ea.		5	
cccc)	ASEA – BUE1 (Kwagga) (Complete) (contact set +gasket set+motor drive)	ea.		5	
dddd)	ASEA – BUE1 contact set	ea.		5	
eeee)	gasket set	ea.		5	
ffff)	Motor drive	ea.		5	
gggg)	ASEA – UCBRT 550 600 (Njala) (Complete) (contact set +gasket set+motor drive)	ea.		5	
hhhh)	ASEA – UCBRT 550 600 contact set	ea.		5	
iiii)	gasket set	ea.		5	
jjjj)	Motor drive	ea.		5	
kkkk)	MR – V III Y200 (Complete) (contact set +gasket set+motor drive)	ea.		5	
llll)	MR – V III Y200 contact set	ea.		5	
mmmm)	gasket set	ea.		5	
nnnn)	Motor drive	ea.		5	
oooo)	MR – D III 200 (Complete) (contact set +gasket set+motor drive)	ea.		5	
pppp)	MR – D III 200 contact set	ea.		5	
qqqq)	gasket set	ea.		5	

rrrr)	Motor drive	ea.		5	
ssss)	MR – V V III 250Y – 40 – 10193WR (Complete) (contact set +gasket set+motor drive)	ea.		5	
tttt)	MR – V V III 250Y – 40 – 10193WR contact set	ea.		5	
uuuu)	gasket set	ea.		5	
vvvv)	Motor drive	ea.		5	
wwwv)	MR – D III 200Y5214121W (Complete) (contact set +gasket set+motor drive)	ea.		5	
xxxx)	MR – D III 200Y5214121W contact set	ea.		5	
yyyy)	gasket set	ea.		5	
zzzz)	Motor drive	ea.		5	
aaaaa)	FERANTI – DS2 (Complete) (contact set +gasket set+motor drive)	ea.		5	
bbbbb)	FERANTI – DS2 contact set	ea.		5	
ccccc)	gasket set	ea.		5	
ddddd)	Motor drive	ea.		5	
eeeee)	ASSOCIATED – TAPCH – AT317-44/300RR3 (Complete) (contact set +gasket set+motor drive)	ea		5	
fffff)	ASSOCIATED – TAPCH – AT317-44/300RR3 contact set	ea		5	
ggggg)	gasket set	ea		5	
hhhhh)	Motor drive	ea		5	
SUB-TOTAL EXCLUDING VAT					

VAT (15%)					
TOTAL INCLUDING VAT					
6	ON SITE - Oil Handling				
	(Contractor to supply clean suitable Container for oil storage for duration of repairs)	Unit	Price (a)	Qty (b)	Total (axb)
a)	Transfer of oil to and from Transformer into storage Tank	P/litre		200 000 Litre	
b)	Transport of oil from site to CoT Storage Facility (C.de Wet)	P/litre		50 000 Litre	
c)	Supply New Virgin Oil (BULK) only when CoT cannot provide free issue oil)	P/litre		100 000 Litre	
d)	Supply New Virgin Oil (210 litre drum) only when CoT cannot provide free issue oil)	P/Drum		50	
e)	Conduct oil and gas analysis (DGA)	ea		150	
f)	Conduct Furan analysis	ea		250	
SUB-TOTAL EXCLUDING VAT					
VAT (15%)					
TOTAL INCLUDING VAT					
7	GENERAL REQUIREMENTS	Unit	Price (a)	Qty (b)	Total (axb)
a)	New transformer name plate (5MVA to 315MVA	Ea.			

b)	Handling Fee/Strip and quote	hr		20	
c)	Coating of exterior surface	m ²		300	
d)	Coating of interior surfaces	m ²		300	
e)	Convert oil termination box (G38) to dry type termination box (35MVA and 40MVA transformers)	Ea		50	
f)	Supply new bushing turret box to extend new bushing	Ea.		6	
g)	Supply new Silica – gel	Kg		200	
h)	Supply new Silica- gel breathers SA200-10	ea.		50	
i)	Supply new Silica- gel breathers SA200-3	ea.		100	
j)	Safety Officer to be appointed according OHS act for on-site work only.	hr		20	
k)	A comprehensive, documented Health and Safety Plan is to be drawn up	ea		2	
l)	Monitoring of compliance on site	ea		1	
m)	Scrap copper price must be provided and indicated as a savings where applicable (per kg)	P/Kg		1000	
n)	High pressure wash the transformer to remove all oil and dirt from the transformer as well as the plinth	each		45	
o)	Oil purification (per lt)	p/lt		1 million	
p)	Oil regeneration (per lt)	p/Lt		100 000 Liter	

q)	Supply and install new HV bushing (GOB 550/800)145KV	ea.		9	
r)	Or Suitable Alternative	ea.		9	
s)	Supply and install new HV bushing (GOB 550/1200)145KV	ea.		9	
t)	Or Suitable Alternative	ea.		9	
u)	Supply and install new HV bushing (GOB 650/1250)145KV	ea.		9	
v)	Or Suitable Alternative	ea.		9	
w)	Supply and install new HV bushing (GOE	ea.		9	
x)	Or Suitable Alternative	ea.		9	
y)	Supply and install new HV bushing (GOE 650/1600)145KV	ea.		9	
z)	Or Suitable Alternative	ea.		9	
aa)	Supply and install new HV bushing (GOM 1050/725/0.6)275KV	ea.		9	
bb)	Or Suitable Alternative	ea		9	
cc)	Supply and install new LV bushing	ea.		9	
dd)	Supply and install new HV Bushing CT's as per specification	ea.		9	
ee)	Supply and install new LV neutral CT's as per specification	ea.		9	
ff)	Supply and install HV neutral CT's as per specification	ea.		9	
SUB-TOTAL EXCLUDING VAT					

VAT (15%)				
TOTAL INCLUDING VAT				

SUMMARY FOR SECTION 2

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7.3 SECTION 3

ITEM NO	DESCRIPTION				
1	Dismantle/assemble (Erection) power				
1.1	Dismantle and assemble on site (NER/NEC to be included)				
		Unit	Price (a)	Qty (b)	Total (axb)
a)	Transformer/unit 250 MVA	ea		5	
b)	Transformer/unit 315 MVA	ea		5	
SUBTOTAL EXCLUDING VAT					
VAT (15%)					
TOTAL INCLUDING VAT					
1.2	Rigging on/off- to transport vehicle (NER/NEC to be included)				
		Unit	Price (a)	Qty (b)	Total (axb)
a)	Transformer/unit 250 MVA	ea		5	
b)	Transformer/unit 315 MVA	ea		5	
SUBTOTAL EXCLUDING VAT (Item 1.2)					
VAT (15%)					
TOTAL INCLUDING VAT					
1.3	Transport by Road to selected Substation/site (NER/NEC to be included)				
		Unit	Price (a)	Qty (b)	Total (axb)
a)	Transformer/unit 250 MVA	Per km		5	
b)	Transformer/unit 315 MVA	Per km		5	
SUB-TOTAL EXCLUDING VAT					
VAT (15%)					

TOTAL INCLUDING VAT					
2	On Site Test for Transformer 250 MVA				
2.1	Test, Report and repair	Unit	Price (a)	Qty (b)	Total (axb)
a	Voltage ratios on all three phases for each tap position	ea.		4	
b	Determine the vector group	ea.		4	
c	Measure insulation, HV to tank MV to tank HV to MV (5kV)	ea.		4	
d	Functional test for all alarm and trip contacts	ea.		4	
e	CT insulation, HV to tank at 5kV, secondary to tank at 1kV, max magnetising curve the cores to be used, ratio tests for all taps and polarity	ea.		4	
f	The fan and oil pump directions and operation of starting and overload protection relays	ea.		4	
g	The control/power cabling insulation (min 1 kV)	ea.		4	
h	The correct operation and indication of tap-changers and timing checks	ea.		4	
i	Tan delta test on oil	ea.		4	
j	Nameplate impedance to be verified	ea.		4	
k	Wiring to the marshalling Interface Box terminals and to the tap change mechanism box terminals	ea.		4	

l	Verify winding and oil thermometer accuracies	ea.		4	
m	Tan Delta tests on all bushings	ea.		4	
n	Disconnect the transformer core earth and megger to tank to ensure that the core is not bonded to the tank, 1kV max.	ea.		4	
o	Main tank and tap changer oil level indicators to be checked accuracy	ea.		4	
p	Sweep Frequency Response Analysis (SFRA)	ea.		4	
q	Supply and Replace silica gel	ea.		4	
r	Conduct oil and gas analysis (DGA)	ea		4	
s	Conduct Furan analysis	ea		4	
SUBTOTAL EXCLUDING VAT					
VAT (15%)					
TOTAL INCLUDING VAT					
NOTE: If not OEM please supply Quote from the OME and your handling fee					
2.2	<u>On Site repair for Transformer 250 MVA</u>	Unit	Price (a)	Qty (b)	Total (axb)
a)	Re-gasket tank and parts (valves, pumps, inspection plate, coolers etc.)	ea.		4	
b)	Supply and install new gasket. (6mm nebar) (Width 1.2m)	m		20	

c)	Supply and install new gasket. (10mm nebar) (Width 1.2m)	m		20	
d)	Inspect and pressure test all coolers/radiator	ea		4	
e)	Supply and fit new Radiator's valve	ea.		4	
f)	Supply, install new Buchholz relay (Transformer)	ea.		4	
g)	Supply and install new pressure relief valve complete with wiring. (PRV)	ea.		4	
h)	Rewire all associated control cables.(on transformer)	p/trans		4	
i)	Re-gasket and replace all seals/ O-rings on conservator gauges and conservator tank	ea.		4	
j)	Provide new white coating to conservator	ea.		4	
k)	Check and service "Dry-keep" tank	ea.		4	
l)	Inspect and overhaul diverter switch	ea		4	
m)	Replace all faulty parts of the diverter switch (see 3.3)	ea		4	
n)	Test diverter tube for leaks	ea		4	
o)	Shot-blast and prime tank and conservator and coat with etch primer	ea		4	
p)	Assemble and re-tank diverter switch diverter for final reconnection to active part	ea		4	
q)	Supply, install and test new on- load Tap changer and connect using new HV harness (must pair with relay)	ea		4	
r)	Supply and install new Buchholz relay (Tap changer)	ea.		4	

s)	Supply and install new pressure relief valve and <u>modify tank to suit</u>	ea.		4	
t)	Supply and replace with new HV bushing	ea.		4	
u)	Supply and replace with new HV bushing	ea.		4	
v)	Supply and replace with new LV bushing	ea.		4	
w)	Supply and replace with new HV Bushing CT's as per specification	ea.		4	
x)	Supply and replace with new LV neutral CT's as per specification	ea.		4	
y)	Supply and replace with HV neutral CT's as per specification	ea.		4	
z)	Supply and replace with new winding temperature gauges including probes	ea		4	
aa)	Supply and replace with new Oil temperature gauges including probes	ea		4	
bb)	Seal weld lid	p/trans		4	
cc)	Supply and replace with new Mechanical drive mechanism Tap changer	ea.		4	
dd)	Record transitional resistor value and compare with name plate.	ea.		4	
ee)	Supply and replace with new radiators valves	ea		10	
ff)	Supply and replace with new radiators	ea.		4	
SUBTOTAL EXCLUDING VAT					
VAT (15%)					
TOTAL INCLUDING VAT					

NOTE: If not OEM please supply Quote from the OME and your handling fee

2.3	Off Site / Factory Repair and Test 250 MVA				
	Test, Report and repair	Unit	Price (a)	Qty (b)	Total (axb)
a)	Voltage ratios on all three phases for each tap position	ea.		5	
b)	Determine the vector group	ea.		5	
c)	Measure insulation, HV to tank MV to tank HV to MV (5kV)	ea.		5	
d)	Functional test for all alarm and trip contacts	ea.		5	
e)	CT insulation, HV to tank at 5kV, secondary to tank at 1kV, max magnetising curve the cores to be used, ratio tests for all taps and polarity	ea.		5	
f)	The fan and oil pump directions and operation of starting and overload protection relays	ea.		5	
g)	The control/power cabling insulation (min 1 kV)	ea.		5	
h)	The correct operation and indication of tap-changers and timing checks	ea.		5	
i)	Tan delta test on oil	ea.		5	
j)	Nameplate impedance to be verified	ea.		5	
k)	Wiring to the marshalling Interface Box terminals and to the tap change mechanism box terminals	ea.		5	

l)	Verify winding and oil thermometer accuracies	ea.		5	
m)	Tan Delta tests on all bushings	ea.		5	
n)	Disconnect the transformer core earth and megger to tank to ensure that the core is not bonded to the tank, 1kV max.	ea.		5	
o)	Main tank and tap changer oil level indicators to be checked accuracy	ea.		5	
p)	Sweep Frequency Response Analysis (SFRA)	ea.		5	
q)	Record harness connection data	ea		5	
r)	De-tank active part and assess	ea		5	
s)	Conduct DP analysis on Paper	ea		5	
t)	Inspect all coolers (Radiators)	ea		5	
u)	Inspect all pressure relief valves	ea		5	
v)	Inspect conservator	ea		5	
w)	Inspect all valves and piping	ea		5	
x)	Conduct test on all bushings. LV	ea		5	
y)	Take oil sample from bushing and test(if applicable)	ea		5	
z)	Inspect on-load tap changer	ea		5	
aa)	Inspect mechanical drive mechanism Tap changer	ea		5	
bb)	Record transitional resistor value and compare with name plate.	ea		5	
cc)	Inspect all contacts and shafts for wear and defects	ea		5	

dd)	Disconnect harness, release pressure, remove top core	ea		5	
ee)	Provide detailed report (To determine if repair or assemble back to previous state)	ea.		5	
ff)	Tank and final assembly to its original state for transport (provided we are not carrying on with the repairs)	p/trans		5	
gg)	Rewind all coils using new bright annealed, high-conductive copper covered with kraft paper	Per kg		5	
hh)	Fit coil insulation, press coil to size, dry-out coils and impregnate, assemble coils onto core and stack top core yoke	ea		5	
ii)	Pre tank inspection and Test (to be witnessed by CoT)	ea		5	
jj)	Final tanking and assembling of transformer.	ea		5	
kk)	Seal weld lid	p/trans		5	
ll)	Routine Test (<u>See scope of work 3.1.1</u>)	p/trans		5	
mm)	Type Test (<u>See scope of work 3.1.2</u>)	p/trans		5	
nn)	Special Test (<u>See scope of work 3.1.3</u>)	p/trans		5	
SUB-TOTAL EXCLUDING VAT					
VAT (15%)					
TOTAL INCLUDING VAT					
If not OEM please supply Quote from the OME and your handling fee					
3	On Site Test for Transformer 315 MVA				
3.1	Test, Report and repair	Unit	Price (a)	Qty (b)	Total (axb)
a)	Voltage ratios on all three phases for each tap position	ea.		4	

b)	Determine the vector group	ea.		4	
c)	Measure insulation, HV to tank MV to tank HV to MV (5kV)	ea.		4	
d)	Functional test for all alarm and trip contacts	ea.		4	
e)	CT insulation, HV to tank at 5kV, secondary to tank at 1kV, max magnetising curve the cores to be used, ratio tests for all taps and polarity	ea.		4	
f)	The fan and oil pump directions and operation of starting and overload protection relays	ea.		4	
g)	The control/power cabling insulation (min 1 kV)	ea.		4	
h)	The correct operation and indication of tap-changers and timing checks	ea.		4	
i)	Tan delta test on oil	ea.		4	
j)	Nameplate impedance to be verified	ea.		4	
k)	Wiring to the marshalling Interface Box terminals and to the tap change mechanism box terminals	ea.		4	
l)	Verify winding and oil thermometer accuracies	ea.		4	
m)	Tan Delta tests on all bushings	ea.		4	
n)	Disconnect the transformer core earth and megger to tank to ensure that the core is not bonded to the tank, 1kV max.	ea.		4	

o)	Main tank and tap changer oil level indicators to be checked accuracy	ea.		4	
p)	Sweep Frequency Response Analysis (SFRA)	ea.		4	
q)	Supply and Replace silica gel	ea.		4	
r)	Conduct oil and gas analysis (DGA)	ea		4	
s)	Conduct Furan analysis	ea		4	
SUBTOTAL EXCLUDING VAT					
VAT (15%)					
TOTAL INCLUDING VAT					
NOTE: If not OEM please supply Quote from the OME and your handling fee					
3.2	<u>On Site repair for Transformer 315 MVA</u>	Unit	Price (a)	Qty (b)	Total (axb)
a)	Re-gasket tank and parts (valves, pumps, inspection plate, coolers etc.)	ea.		4	
b)	Supply and install new gasket. (6mm nebar) (Width 1.2m)	m		20	
c)	Supply and install new gasket. (10mm nebar) (Width 1.2m)	m		20	
d)	Inspect and pressure test all coolers/radiator	ea		4	
e)	Supply and fit new Radiator's valve	ea.		4	
f)	Supply, install new Buchholz relay (Transformer)	ea.		4	
g)	Supply and install new pressure relief valve complete with wiring. (PRV)	ea.		4	

h)	Rewire all associated control cables.(on transformer)	p/trans		4	
i)	Re-gasket and replace all seals/ O-rings on conservator gauges and conservator tank	ea.		4	
j)	Provide new white coating to conservator	ea.		4	
k)	Check and service "Dry-keep" tank	ea.		4	
l)	Inspect and overhaul diverter switch	ea		4	
m)	Replace all faulty parts of the diverter switch (see 3.3)	ea		4	
n)	Test diverter tube for leaks	ea		4	
o)	Shot-blast and prime tank and conservator and coat with etch primer	ea		4	
p)	Assemble and re-tank diverter switch diverter for final reconnection to active part	ea		4	
q)	Supply, install and test new on-load Tap changer and connect using new HV harness (must pair with relay)	ea		4	
r)	Supply and install new Buchholz relay (Tap changer)	ea.		4	
s)	Supply and install new pressure relief valve and <u>modify tank to suit</u>	ea.		4	
t)	Supply and replace with new HV bushing	ea.		4	
u)	Supply and replace with new HV bushing	ea.		4	
v)	Supply and replace with new LV bushing	ea.		4	
w)	Supply and replace with new HV Bushing CT's as per specification	ea.		4	

x)	Supply and replace with new LV neutral CT's as per specification	ea.		4	
y)	Supply and replace with HV neutral CT's as per specification	ea.		4	
z)	Supply and replace with new winding temperature gauges including probes	ea		4	
aa)	Supply and replace with new Oil temperature gauges including probes	ea		4	
bb)	Seal weld lid	p/trans		4	
cc)	Supply and replace with new Mechanical drive mechanism Tap changer	ea.		4	
dd)	Record transitional resistor value and compare with name plate.	ea.		4	
ee)	Supply and replace with new radiators valves	ea		10	
ff)	Supply and replace with new radiators	ea.		4	
SUBTOTAL EXCLUDING VAT					
VAT (15%)					
TOTAL INCLUDING VAT					
NOTE: If not OEM please supply Quote from the OME and your handling fee					
3.3	Off Site / Factory Repair and Test 315 MVA				
	Test, Report and repair	Unit	Price (a)	Qty (b)	Total (axb)
a)	Voltage ratios on all three phases for each tap position	ea.		5	
b)	Determine the vector group	ea.		5	
c)	Measure insulation, HV to tank MV to tank HV to MV (5kV)	ea.		5	

d)	Functional test for all alarm and trip contacts	ea.		5	
e)	CT insulation, HV to tank at 5kV, secondary to tank at 1kV, max magnetising curve the cores to be used, ratio tests for all taps and polarity	ea.		5	
f)	The fan and oil pump directions and operation of starting and overload protection relays	ea.		5	
g)	The control/power cabling insulation (min 1 kV)	ea.		5	
h)	The correct operation and indication of tap-changers and timing checks	ea.		5	
i)	Tan delta test on oil	ea.		5	
j)	Nameplate impedance to be verified	ea.		5	
k)	Wiring to the marshalling Interface Box terminals and to the tap change mechanism box terminals	ea.		5	
l)	Verify winding and oil thermometer accuracies	ea.		5	
m)	Tan Delta tests on all bushings	ea.		5	
n)	Disconnect the transformer core earth and megger to tank to ensure that the core is not bonded to the tank, 1kV max.	ea.		5	
o)	Main tank and tap changer oil level indicators to be checked accuracy	ea.		5	
p)	Sweep Frequency Response Analysis (SFRA)	ea.		5	
q)	Record harness connection data	ea		5	
r)	De-tank active part and assess	ea		5	

s)	Conduct DP analysis on Paper	ea		5	
t)	Inspect all coolers (Radiators)	ea		5	
u)	Inspect all pressure relief valves	ea		5	
v)	Inspect conservator	ea		5	
w)	Inspect all valves and piping	ea		5	
x)	Conduct test on all bushings. LV	ea		5	
y)	Take oil sample from bushing and test(if applicable)	ea		5	
z)	Inspect on-load tap changer	ea		5	
aa)	Inspect mechanical drive mechanism Tap changer	ea		5	
bb)	Record transitional resistor value and compare with name plate.	ea		5	
cc)	Inspect all contacts and shafts for wear and defects	ea		5	
dd)	Disconnect harness, release pressure, remove top core	ea		5	
ee)	Provide detailed report (To determine if repair or assemble back to previous state)	ea.		5	
ff)	Tank and final assembly to its original state for transport (provided we are not carrying on with the repairs)	p/trans		5	
gg)	Rewind all coils using new bright annealed, high- conductive copper covered with kraft paper	Per kg		5	
hh)	Fit coil insulation, press coil to size, dry-out coils and impregnate, assemble coils onto core and stack top core yoke	ea		5	
ii)	Pre tank inspection and Test (to be witnessed by CoT)	ea		5	

jj)	Final tanking and assembling of transformer.	ea		5	
kk)	Seal weld lid	p/trans		5	
ll)	Routine Test (See scope of work 3.1.1)	p/trans		5	
mm)	Type Test (See scope of work 3.1.2)	p/trans		5	
nn)	Special Test (See scope of work 3.1.3)	p/trans		5	
SUB-TOTAL EXCLUDING VAT					
VAT (15%)					
TOTAL INCLUDING VAT					
NOTE: If not OEM please supply Quote from the OME and your handling fee					
4	ON SITE – Supply, replace and Commission Tap Changer complete with motor drive (only price on applicable Tap changer For MVA rating)	Unit	Price (a)	Qty (b)	Total (axb)
a)	ABB – UZERN 250/300 (Complete) (contact set +gasket set+motor drive)	ea.		5	
b)	ABB – UZERN 250/300 contact set	ea.		5	
c)	ABB – UZERN 250/300 gasket set	ea.		5	
d)	Motor drive	ea.		5	
e)	ABB – UZELN 150/200 (Complete) (contact set +gasket set+motor drive)	ea.		5	
f)	ABB – UZELN 150/200 contact set	ea.		5	
g)	ABB – UZELN 150/200 gasket set	ea.		5	
h)	Motor drive	ea.		5	

i)	ABB – UBBERN 200/400 (Complete) (contact set +gasket set+motor drive)	ea.		5	
j)	ABB – UBBERN 200/400 contact set	ea.		5	
k)	gasket set	ea.		5	
l)	Motor drive	ea.		5	
m)	ABB – UBBERN 150/350 (Complete) (contact set +gasket set+motor drive)	ea.		5	
n)	ABB – UBBERN 150/350 contact set	ea.		5	
o)	gasket set	ea.		5	
p)	Motor drive	ea.		5	
q)	ABB – UCGRT 650/600K (Kwagga) (Complete) (contact set +gasket set+motor drive)	ea.		5	
r)	ABB – UCGRT 650/600K contact set	ea.		5	
s)	gasket set	ea.		5	
t)	Motor drive	ea.		5	
u)	ASEA – UCCRN 500/800 (Kwagga) (Complete) (contact set +gasket set+motor drive)	ea.		5	
v)	ASEA – UCCRN 500/800 contact set	ea.		5	
w)	gasket set	ea.		5	
x)	Motor drive	ea.		5	
y)	ASEA – BUE1 (Kwagga) (Complete) (contact set +gasket set+motor drive)	ea.		5	
z)	ASEA – BUE1 contact set	ea.		5	
aa)	gasket set	ea.		5	

bb)	Motor drive	ea.		5	
cc)	ASEA – UCBRT 550 600 (Njala) (Complete) (contact set +gasket set+motor drive)	ea.		5	
dd)	ASEA – UCBRT 550 600 contact set	ea.		5	
ee)	gasket set	ea.		5	
ff)	Motor drive	ea.		5	
gg)	MR – V III Y200 (Complete) (contact set +gasket set+motor drive)	ea.		5	
hh)	MR – V III Y200 contact set	ea.		5	
ii)	gasket set	ea.		5	
jj)	Motor drive	ea.		5	
kk)	MR – D III 200 (Complete) (contact set +gasket set+motor drive)	ea.		5	
ll)	MR – D III 200 contact set	ea.		5	
mm)	gasket set	ea.		5	
nn)	Motor drive	ea.		5	
oo)	MR – V V III 250Y – 40 – 10193WR (Complete) (contact set +gasket set+motor drive)	ea.		5	
pp)	MR – V V III 250Y – 40 – 10193WR contact set	ea.		5	
qq)	gasket set	ea.		5	
rr)	Motor drive	ea.		5	
ss)	MR – D III 200Y5214121W (Complete) (contact set +gasket set+motor drive)	ea.		5	
tt)	MR – D III 200Y5214121W contact set	ea.		5	
uu)	gasket set	ea.		5	

vv)	Motor drive	ea.		5	
ww)	FERANTI – DS2 (Complete) (contact set +gasket set+motor drive)	ea.		5	
xx)	FERANTI – DS2 contact set	ea.		5	
yy)	gasket set	ea.		5	
zz)	Motor drive	ea.		5	
aaa)	ASSOCIATED – TAPCH – AT317-44/300RR3 (Complete) (contact set +gasket set+motor drive)	ea		5	
bbb)	ASSOCIATED – TAPCH – AT317-44/300RR3 contact set	ea		5	
ccc)	gasket set	ea		5	
ddd)	Motor drive	ea		5	
SUBTOTAL EXCLUDING VAT					
VAT (15%)					
TOTAL INCLUDING VAT					
5	ON SITE - Oil Handling				
	(Contractor to supply clean suitable Container for oil storage for duration of repairs)	Unit	Price (a)	Qty (b)	Total (axb)
a)	Transfer of oil to and from Transformer into storage Tank	P/litre		200 000 Litre	
b)	Transport of oil from site to CoT Storage Facility (C.de Wet)	P/litre		50 000 Litre	
c)	Supply New Virgin Oil (BULK) only when CoT cannot provide free issue oil)	P/litre		100 000 Litre	
d)	Supply New Virgin Oil (210 litre drum) only when CoT cannot provide free issue oil)	P/Drum		50	

e)	Conduct oil and gas analysis (DGA)	ea		150	
f)	Conduct Furan analysis	ea		250	
SUBTOTAL EXCLUDING VAT					
VAT (15%)					
TOTAL INCLUDING VAT					
6	GENERAL REQUIREMENTS	Unit	Price (a)	Qty (b)	Total (axb)
a)	New transformer name plate (5MVA to 315MVA	Ea.			
b)	Handling Fee/Strip and quote	hr		1	
c)	Coating of exterior surface	m ²		300	
d)	Coating of interior surfaces	m ²		300	
e)	Convert oil termination box (G38) to dry type termination box (20MVA,35MVA and 40MVA transformers)	Ea		50	
f)	Supply new bushing turret box to extend new bushing from	Ea.		6	
g)	Supply new Silica – gel	Kg		200	
h)	Supply new Silica- gel breathers SA200-10	ea.		50	
i)	Supply new Silica- gel breathers SA200-3	ea.		100	
j)	Safety Officer to be appointed according OHS act for on-site work only.	hr			
k)	A comprehensive, documented Health and Safety Plan is to be drawn up	ea		2	
l)	Monitoring of compliance on site	ea		1	
m)	Scrap copper price must be provided and indicated as a savings where applicable (per kg)	P/Kg		1000	

n)	High pressure wash the transformer to remove all oil and dirt from the transformer as well as the plinth	each		45	
o)	Oil purification (per lt)	p/lt		1 million	
p)	Oil regeneration (per lt)	p/Lt		100 000 Liter	
q)	Supply and install new HV bushing (GOB 550/800)145KV	ea.		9	
r)	Or Suitable Alternative	ea.		9	
s)	Supply and install new HV bushing (GOB 550/1200)145KV	ea.		9	
t)	Or Suitable Alternative	ea.		9	
u)	Supply and install new HV bushing (GOB 650/1250)145KV	ea.		9	
v)	Or Suitable Alternative	ea.		9	
w)	Supply and install new HV bushing (GOE 650/400)145KV	ea.		9	
x)	Or Suitable Alternative	ea.		9	
y)	Supply and install new HV bushing (GOE 650/1600)145KV	ea.		9	
z)	Or Suitable Alternative	ea.		9	
aa)	Supply and install new HV bushing (GOM 1050/725/0.6)275KV	ea.		9	
bb)	Or Suitable Alternative	ea		9	
cc)	Supply and install new LV bushing	ea.		9	
dd)	Supply and install new HV Bushing CT's as per specification	ea.		9	

ee)	Supply and install new LV neutral CT's as per specification	ea.		9	
ff)	Supply and install HV neutral CT's as per specification	ea.		9	
SUB-TOTAL EXCLUDING VAT					
VAT (15%)					
TOTAL INCLUDING VAT					

SUMMARY FOR SECTION 3

R.....

The indicate quantities on the BOQ are an estimate.

8. AWARD

This tender will be awarded per section

9. MARKET ANALYSIS

The city of Tshwane reserves the right to conduct market analysis. Should the city exercise this option, Where a tenderer offers a price that is deemed not to be viable to supply goods or services as required, written confirmation will be made with the tenderer if they will be able to deliver on the price, if a tenderer confirm that they cannot, The tenderer will be disqualified on the basis of being non-responsive. If they confirm that they can deliver, a tight contract to mitigate the risk of non-performance will be entered into with the service provider. Further action on failures by the supplier to deliver will be handled in terms of the contract including performance warnings and listing on the database of restricted suppliers.

The city further reserves the right to negotiate a market related price with a tenderer scoring the highest points. If the tenderer does not agree to a market-related price, the city reserves the right to negotiate a market-related price with the tenderer scoring the second highest points, if the tenderer scoring the second highest points does not agree

to a market-related price, negotiate a market-related price with the tenderer scoring the third highest points. If a market-related price is not agreed, the city reserves the right to cancel the tender

10 Strip and quote: Vendor will use Item 7 Price Schedule to quote

- a. Capability to identify the problem (investigation) to restore 275/132/33 / 11kV Transformer to full operational capability within strict deadlines and OEM requirements.
- b. Recommendation for repair cost will not exceed 60% of a new similar transformer replacing value.
- c. City of Tshwane reserve the right for final decision to repair Transformer based on information provided to CoT.
- d. Perform on site test and submit report;
- e. Rigging and transport to approved factory (based on report)
- f. Factory test and report back
- g. Strip accessories from tank inclusive oil, remove cover plate.
- h. Make provision for cover plate that are welded.
- i. Visually inspect inner tank and windings.
- j. De-tank windings.
- k. Strip Hv windings.
- l. Strip Lv windings.
- m. Quote for repair.
- n. The mechanical properties of insulating paper can be established by direct measurement of its tensile strength or degree of polymerization (DP). These properties are used to evaluate the end of reliable life of paper insulation.
- o. If repair cost exceed the recommended price the vender will assemble the transformer to its original state. To be scrap.

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CITY OF TSHWANE MUNICIPALITY					
BID NUMBER:	EED 08-2022.23	CLOSING DATE:	02 November 2022	CLOSING TIME:	10:00
DESCRIPTION	TENDER FOR DISASSEMBLING, REPAIRING AND RELOCATION OF CITY OF TSHWANE 275/132/33 Kv TRANSFORMERS FROM ONE POINT TO ANOTHER COMPLETE WITH ALL ACCESSORIES AND RETROFITS TO ITS ORIGINAL CONDITION IN ALL RESPECT ON AN AS AND WHEN REQUIRE BASIS FOR THE PERIOD OF THREE (3) YEARS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE
DEPOSITED IN THE BID BOX SITUATED AT
(STREET ADDRESS)

Tshwane House					
Supply Chain Management					
320 Madiba Street					
Pretoria CBD					
0002					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Supply Chain Management	CONTACT PERSON	Nelly D. Moselane
CONTACT PERSON	Mulondi Nemaembeni	TELEPHONE NUMBER	012 358 0334
TELEPHONE NUMBER	012 358 6636	FACSIMILE NUMBER	n/a
FACSIMILE NUMBER	n/a	EMAIL ADDRESS	nellyba2@tshwane.gov.za
EMAIL ADDRESS	mulondin@tshwane.gov.za		

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION	
1.1	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE
1.3	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA .	
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS		
3.1	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	YES <input type="checkbox"/> NO <input type="checkbox"/>
3.2	DOES THE ENTITY HAVE A BRANCH IN THE RSA?	YES <input type="checkbox"/> NO <input type="checkbox"/>
3.3	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	YES <input type="checkbox"/> NO <input type="checkbox"/>
3.4	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	YES <input type="checkbox"/> NO <input type="checkbox"/>
3.5	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	YES <input type="checkbox"/> NO <input type="checkbox"/>
<p>IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>		

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

PRICING SCHEDULE: FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder.....	Bid Number
Closing Time	Closing Date

OFFER TO BE VALID FOR DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	--

- Required by:
- At:
.....
- Brand and Model
- Country of Origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
*Delivery: Firm/Not firm
- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

* Delete if not applicable

PRICING SCHEDULE: NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder	Bid number
Closing Time	Closing Date

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	--

- Required by:
- At:
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- Delivery: *Firm/Not firm
- ** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
- * Delete if not applicable

PRICE ADJUSTMENTS

A. NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V) Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2.. = Each factor of the bid price eg. Labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated.....	Index..... Dated.....	Index..... Dated.....
Index..... Dated.....	Index..... Dated.....	Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

B. PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

ADJUSTMENT PERIODS	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE
1 st Adjustment	After 12 calendar months
2 nd Adjustment	After 24 calendar months

NB: Unless prior approval has been obtained from Supply Chain Management, no adjustment in contract prices will be made

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
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 bidder 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 bidder or his or her representative:
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, shareholder²)
 - 3.4 Company 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.
.....

¹ MSCM 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;
- € 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);
- € a 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.

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 bidder 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:

.....

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

Full Name	Identity Number	State Employee Number

.....

Signature

.....

Date

.....

Capacity

.....

Name of Bidder

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

1 Are you by law required to prepare annual financial statements for auditing? ***YES / NO**

2. If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? ***YES / NO**

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days. ***YES / NO**

2.2 If yes, provide particulars.

.....

3 Has any contract been awarded to you 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? ***YES / NO**

3.1 If yes, furnish particulars

.....

4.1 Will any portion of goods or services be sourced from outside ***YES / NO**

the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

**I, THE UNDERSIGNED (NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM
IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

3. GENERAL CONDITIONS

4. The following preference point systems are applicable to all bids:
- 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 The value of this bid is estimated **to exceed** R50 000 000 (all applicable taxes included) and therefore the **90/10** preference point system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contribution.
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTION	10
Total points for Price and B-BBEE must not exceed	100

- 1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- € **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- € **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) as amended by Act No 46 of 2013;
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** 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;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into

account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- € **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \\
 & \mathbf{or} &
 \end{array}$$

Where

P_s = Points scored for comparative price of bid under consideration
 P_t = Comparative price of bid under consideration
 P_{\min} = Comparative price of lowest acceptable bid

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

- 5.1 In terms of Regulation 5(2) and 6(2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- 5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

- 7.1 B-BBEE Status Level of Contribution: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

8. SUB-CONTRACTING

- 8.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 8.1.1. If yes, indicate:

i) What percentage of the contract will be subcontracted%

- ii) The name of the sub-contractor
- iii) The B-BBEE status level of the sub-contractor
- iv) Whether the sub-contractor is an EME.

(Tick applicable box)

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

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:

9.2 VAT number:

9.3 Company registration number:

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:

9.8 Total number of years the company/firm has been in business

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - € 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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
 - € forward the matter for criminal prosecution.

WITNESSES

5.

6.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE

ADDRESS:

.....

.....

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1 Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2 Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3 Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BEE.
- 1.4 A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5 The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

- 1.6 A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Description of services, works or goods Stipulated minimum threshold

TENDER FOR DISASSEMBLING, REPAIRING
AND RELOCATION OF CITY OF TSHWANE
275/132/33 Kv TRANSFORMERS FROM ONE
POINT TO ANOTHER COMPLETE WITH ALL
ACCESSORIES AND RETROFITS TO ITS
ORIGINAL CONDITION IN ALL RESPECT ON
AN AS AND WHEN REQUIRE BASIS FOR THE
PERIOD OF THREE (3) YEARS

DESCRIPTION	LOCAL CONTENT %
Copper windings	90%
Steel	100%

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

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

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.resbank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

**LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)**

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO. EED 08-2022.23

ISSUED BY: (Procurement Authority / Name of Institution): City of Tshwane
.....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names), do hereby declare, in my capacity as of (name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R

Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Annex C

Local Content Declaration - Summary Schedule

(C1)	Tender No.	EED 08-2022.23
(C2)	Tender description:	TENDER FOR DISASSEMBLING, REPAIRING AND RELOCATION OF CITY OF TSHWANE 275/132/33 kV TRANSFORMERS FROM ONE POINT TO ANOTHER COMPLETE WITH ALL ACCESSORIES AND RETROFITS TO ITS ORIGINAL CONDITION IN ALL RESPECT ON AN AS AND WHEN REQUIRE BASIS FOR THE PERIOD OF THREE (3) YEARS
(C3)	Designated product(s):	Copper windings and Steel
(C4)	Tender Authority:	
(C5)	Tendering Entity name:	
(C6)	Tender Exchange Rate:	<div>Pula</div> <div></div> <div>EU</div> <div></div> <div>GBP</div> <div></div>
(C7)	Specified local content %	

NOTE: VAT TO BE EXCLUDED FROM ALL CALCULATIONS

Calculation of local content

Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value- net of exempted imported content	Imported value	Local value	Local content % (per item)
------------------	---------------	--------------------------------	-------------------------	--	----------------	-------------	----------------------------

Tender summary

Tender Qty	Total tender value	Total exempted imported content	Total Imported content
------------	--------------------	---------------------------------	------------------------

(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
1	Copper windings										
2	Steel										

Signature of tenderer from Annex B

Date: _____

(C20) Total tender value		R
(C21) Total Exempt imported content		R
(C22) Total Tender value net of exempt imported content		R
(C23) Total Imported content		R
(C24) Total local content		R
(C25) Average local content % of tender		

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1)	Tender No.	EED 08-2023.23				NOTE: VAT TO BE EXCLUDED FROM ALL CALCULATIONS	
(D2)	Tender description:	TENDER FOR DISASSEMBLING, REPAIRING AND RELOCATION OF CITY OF TSHWANE 275/132/33 kV TRANSFORMERS FROM ONE POINT TO ANOTHER COMPLETE WITH ALL ACCESSORIES AND RETROFITS TO ITS ORIGINAL CONDITION IN ALL RESPECT ON AN AS AND WHEN REQUIRE BASIS FOR THE PERIOD OF THREE (3) YEARS					
(D3)	Designated Products:	Copper windings and Steel					
(D4)	Tender Authority:						
(D5)	Tendering Entity name:						
(D6)	Tender Exchange Rate:	Pula		EU			GBP

A. Exempted imported content

Calculation of imported content

Summary

Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
------------------	---------------------------------	----------------	-------------------	--	----------------------	------------------------	--------------------------------	---	----------------------------	------------	-------------------------

(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)

(D19) Total exempt imported value R

This total must correspond
with Annex C - C 21

B. Imported directly by the Tenderer				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)

				(D32) Total imported value by tenderer						R 0		
C. Imported by a 3rd party and supplied to the Tenderer				Calculation of imported content						Summary		
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value	
<i>(D33)</i>	<i>(D34)</i>	<i>(D35)</i>	<i>(D36)</i>	<i>(D37)</i>	<i>(D38)</i>	<i>(D39)</i>	<i>(D40)</i>	<i>(D41)</i>	<i>(D42)</i>	<i>(D43)</i>	<i>(D44)</i>	
										(D45) Total imported value by 3rd party		
										R		
D. Other foreign currency payments				Calculation of foreign currency payments				Summary of payments				
Type of payment	Local supplier making	Overseas beneficiary	Foreign currency	Tender Rate of Exchange					Local value of payments			

	the payment		value paid	
(D46)	(D47)	(D48)	(D49)	(D50)

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

Signature of tenderer from Annex B

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above

R

Date:

**This total must correspond
with Annex C - C 23**

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	EED 08-2022.23		NOTE: VAT TO BE EXCLUDED FROM ALL CALCULATIONS
(E2)	Tender description:	TENDER FOR DISASSEMBLING, REPAIRING AND RELOCATION OF CITY OF TSHWANE 275/132/33 kV TRANSFORMERS FROM ONE POINT TO ANOTHER COMPLETE WITH ALL ACCESSORIES AND RETROFITS TO ITS ORIGINAL CONDITION IN ALL RESPECT ON AN AS AND WHEN REQUIRE BASIS FOR THE PERIOD OF THREE (3) YEARS		
(E3)	Designated products:	Copper windings and Steel		
(E4)	Tender Authority:			
(E5)	Tendering Entity name:			

[illegible]

(E9) Total local products (Goods, Services and Works)		R

(E10) **Manpower costs** (Tenderer's manpower cost)

R

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.)

R

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.)

R

(E13) Total local content

R

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____

The exemption process that **the dtic** follows is that if there is a particular designated product and the minimum threshold for local content cannot be met for various reasons, bidders must apply for exemption (when the tender is still open, before closing date). After checking with the industry, **the dtic** will then decide whether or not to grant an exemption. This is per tender.

The exemption request must be on the **bidding company's signed letter-head** and cover the following:

- The procuring entity/government department/state owned company,
- Tender/bid number,
- Closing date,
- Item(s) for which the exemption is being requested for
- Description of the goods, services or works for which the requested exemption item will be used for and the local content that can be met,
- Reason(s) for the request.
- Attach specification issued by the procuring entity
- Supporting letters from local manufacturers/sub-suppliers (if applicable)

Please note that it takes 3-5 working days for **the dtic** to process exemption letters and no requests for exemptions will be considered after the tender has closed.

The request should be addressed to the attention of:

Dr. Tebogo Makube

Chief Director: Industrial Procurement Unit

The Department of Trade and Industry

Private Bag X84,

Pretoria,

Gauteng,

0001

The request should be forwarded through email to Dr Makube on TMakube@thedtic.gov.za and copy Ms Matidza (CMatidza@thedtic.gov.za)

CONTRACT FORM: PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to **CITY OF TSHWANE MUNICIPALITY** in accordance with the requirements and specifications stipulated in bid number **EED 08-2022.23** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1.

2.

DATE:

CONTRACT FORM: PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I in my capacity as accept your bid under reference number dated for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorized to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE:

CONTRACT FORM: RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number **EED 08-2022.23** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

CONTRACT FORM: RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as accept your bid under reference number dated..... for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper 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).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (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). 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.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors 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)? 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.	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors 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"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder 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"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder 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"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM
TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION
MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE
FALSE.**

.....
Signature

.....
Date

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid: **EED 08-2022.23**

TENDER FOR DISASSEMBLING, REPAIRING AND RELOCATION OF CITY OF TSHWANE 275/132/33 kV TRANSFORMERS FROM ONE POINT TO ANOTHER COMPLETE WITH ALL ACCESSORIES AND RETROFITS TO ITS ORIGINAL CONDITION IN ALL RESPECT ON AN AS AND WHEN REQUIRE BASIS FOR THE PERIOD OF THREE (3) YEARS

(Bid Number and Description)

in response to the invitation for the bid made by:

CITY OF TSHWANE MUNICIPALITY

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

³ Joint venture or consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

7. In particular, without limiting the generality of paragraphs 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 bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
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 bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature Date

.....
Position Name of Bidder

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

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 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 where an enterprise abroad is subsidized 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 recognized 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 of 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 consignees 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 market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is 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 organization 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.

1. 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 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 use of the goods or any part thereof by the purchaser.
7. Performance security	7.1	Within thirty (30) 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 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: <ul style="list-style-type: none"> (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 thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in 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 organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention 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 analyzed 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 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 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 SCC.
- 10.2 Documents to be submitted by the supplier are specified in 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, services	13.1	<p>The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods; (b) furnishing of tools required for 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	<p>As specified in 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:</p> <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (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 twelve (12) 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 eighteen (18) 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 SCC.

- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
 - 15.4 Upon receipt of such notice, the supplier shall, within the period specified in 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 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 SCC.
 - 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
 - 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
 - 16.4 Payment will be made in Rand unless otherwise stipulated in 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 quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract**
- 18.1 No variation in or modification of the terms of the contract shall be made **amendments** 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 contracts 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 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 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 or to have minor essential services executed if an emergency arises, 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 canceling 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 fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated

fourteen (14) 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 five (5) 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, No. 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 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 antidumping 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 subsidized 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 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

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 promptly notify the purchaser 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 amicably such dispute or difference by mutual consultation.
	27.2	If, after thirty (30) 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, <ul style="list-style-type: none"> (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 the supplier.
28. Limitation of liability	28.1	Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6; <p>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</p> <p>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.</p>
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 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, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license 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 No. 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 No. 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 ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)

DRAFT SERVICE-LEVEL AGREEMENT
ENTERED INTO BETWEEN
THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY

A municipality, as described in Section 2 of the Local Government: Municipal Systems Act, 2000 and as contemplated in Section 155 of the Constitution of the Republic of South Africa, 1996 as a category A municipality, or the Assignee, if applicable, herein represented by Mr Johann Mettler in his/her capacity as acting City Manager duly authorised thereto under and by virtue of a resolution passed on 26 January 2012, and who by his/her signature hereto warrants that he/she is properly authorised to sign this Agreement.

(Herein referred to as the "CITY")

AND

Registration number: _____

Herein represented by in his/her capacity as _____ is duly authorised thereto under and by virtue of a resolution of the board passed on , a copy of which is annexed as Annexure A, and who by his/her signature hereto warrants that he/she is properly authorised to sign this agreement.

(Herein referred to as the "SERVICE PROVIDER")

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ANNEXURE A: BOARD RESOLUTION

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RECORDAL:

WHEREAS the City requires various services to be provided or carried out and delivered at the service areas;

AND WHEREAS the City wishes to appoint the service provider;

AND WHEREAS the service provider wishes to provide such services;

AND WHEREAS the service provider has indicated that it has the necessary expertise, skills and capabilities to provide the service;

NOW THEREFORE, the parties have agreed to enter into this agreement, in terms of which the service provider shall provide the services in the service areas and/or delivery area, and provide maintenance and support thereof to the City in accordance with the terms and subject to the conditions of this agreement.

1. DEFINITIONS

Unless otherwise expressly stated, or if the context requires otherwise, the following words and expressions, when used in this agreement, including in this introduction, shall bear the following meanings ascribed to them:

1.1 “Agreement” means this service-level agreement and shall include any annexures, schedules, attachments, appendices and/or any addenda hereto or incorporated herein by reference, as amended from time to time;

1.2 “Business day” means any day from Monday to Friday, excluding public holidays, as defined in the Public Holidays Act, 1994 (Act 36 of 1994), as amended from time to time;

1.3 “Business week” means five consecutive business days, excluding public holidays as defined in the Public Holidays Act, 1994;

1.4 “City” means the City of Tshwane Metropolitan Municipality, a metropolitan municipality established in terms of Section 12 of the Local Government: Municipal Structures Act, 1998 (Act 117 of 1998);

1.5 “Contact persons” means persons identified by the parties as persons who are responsible for the execution of the agreement and whose names are set out in Clause 35 below and who can be substituted in writing from time to time;

1.6 “Contract price” means the amount reflected as the contract price in Clause 9 below;

1.7 “Contract period” means the contract period as reflected in Clause 6 below;

1.8 “Effective date”, notwithstanding the signature date, means _____;

1.9 “Intellectual property” means patents, designs, know-how, copyright, trademarks and all rights having an equivalent or similar effect which may exist anywhere in the world, introduced and required by either party to give effect to

their obligations under this agreement, owned in whole or in part by, or licenced to either party before the commencement date or developed after the commencement date, and includes all further additions and improvements to the intellectual property, otherwise pursuant to this agreement;

1.10 “Month” means a calendar month;

1.11 “Parties” means the City of Tshwane and the service provider and “party” means either of these, as the context requires;

1.12 “Services” means services to be provided by the service provider to the City as detailed in Clause 8 below;

1.13 “Service provider” means _____, a company duly incorporated in accordance with the company laws of the Republic of South Africa with _____ company registration number: _____;

1.14 “Signature date” means the date of signature of this agreement by the party signing last;

1.15 “Subcontract” means any contract, agreement or proposed contract between the service provider and any third party whereby that third party agrees to provide to the service provider the services or any part thereof;

1.16 “Subcontractor” means the third party with whom the service provider enters into a subcontract;

1.17 “Tax invoice” means the document, as required by Section 20 of the Value-added Tax Act, 1991 (Act 89 of 1991), as amended from time to time;

1.18 “VAT” means value-added tax, as defined in terms of the Value-added Tax Act, 1991.

2. INTERPRETATION

2.1 Headings and subheadings are inserted for information purposes only and shall not be used in the interpretation of this agreement.

2.2 Unless the context clearly indicates a contrary intention, any word that connotes –

2.2.1 any singular shall be deemed to include a reference to the plural and vice versa;

2.2.2 any one gender shall be deemed to include a reference to any other gender; and

2.2.3 a natural person shall be deemed to include a reference to a legal or juristic person.

2.3 The expiry or termination of this agreement shall not affect provisions of this agreement, which expressly provide that they will operate after any such expiry or termination of this agreement. Provisions of necessity shall continue to have been effective after such expiry or termination of this agreement, notwithstanding that the clauses themselves do not expressly provide for this.

2.4 The rule of interpretation that a written agreement shall be interpreted against the party responsible for the drafting or preparation of that agreement shall not apply.

2.5 Where figures are referred to in numerals and in words and there is any conflict between the two, the words shall prevail.

2.6 Any reference to any legislation is a reference to such legislation as at the signature date and as amended or re-enacted from time to time.

2.7 If any provision in a definition is a substantive provision that confers any rights or imposing any obligations on any party, then, notwithstanding that it is only in this interpretation clause, effect shall be given to it as if it were a substantive provision in this agreement.

3. APPOINTMENT

The City hereby appoints the service provider, who accepts such appointment, to provide the services in accordance with the terms and subject to the conditions of this agreement.

4. PURPOSE OF THE AGREEMENT

4.1 The purpose of this agreement is to –

4.1.1 formalise and regulate the working relationship between the parties;

4.1.2 set out the roles and responsibilities of the parties; and

4.1.3 define process and procedures to be followed by the parties.

5. RELATIONSHIP

Nothing in this agreement shall constitute or be deemed to constitute a partnership or joint venture between the parties. Furthermore, the service provider acknowledges

and agrees that its status under this agreement is that of an independent service provider and its status shall in no way be deemed to be that of an agent or employee of the City for any purpose whatsoever. The service provider shall have no authority or power to bind the City or to contract in the name of the City or create a liability against the City in any way or for any purpose.

6. DURATION

This agreement shall commence on the effective date and shall subsist for _____ years, unless terminated earlier, pursuant to Clause 32 below.

7. CONTACT PERSON

7.1 The work to be performed by the service provider hereunder will be supervised by City's contact person referred to in Clause 35 below.

7.2 The parties shall notify each other in writing from time to time of the details of the nominated contact person.

7.3 The contact persons shall liaise and update each other on the progress of the services rendered and shall endeavour to resolve and remedy any problems or disputes that may arise in relation to the services.

7.4 Either party may substitute a contact person at its discretion, provided that each party shall give the other party reasonable notice of such substitution and will provide replacement employees of equivalent ability.

7.5 Without derogating from the foregoing, should either party replace a contact person for any reason whatsoever, it shall ensure, to the greatest extent possible in the circumstances, that the suitable period of handover and overlap takes place, at its cost, between the new and the incumbent contact person.

8. SCOPE OF GENERAL SERVICES

The service provider shall, for the duration of this agreement, provide the services set out in the scope of work and in accordance with the deliverables and milestones attached hereto as Annexure B, including but not limited to the maintenance and support services, as provided for in Clause 20 below.

9. PRICE AND PAYMENT

9.1 The City shall pay to the service provider the contract price in the sum of R_____ (_____ rand), payable in accordance with the terms of the appointment letter, attached hereto as Annexure C, and subject to deliverables.

9.2 All payments under this agreement shall be made by electronic fund transfer or other forms of payment as the parties may agree upon from time to time, upon receipt of valid and undisputed tax invoices and month-end statements together with the supporting documentation from the service provider, once the undisputed tax invoices or such portion of the tax invoices which are undisputed become due and payable.

9.3 All amounts and other sums payable in terms of this agreement and schedules hereto will be stipulated exclusive of VAT, unless expressly stated otherwise.

9.4 Unless otherwise provided in the schedules, valid tax invoices shall be submitted together with a month-end statement. Payment against such month-end statement shall be made by the City within 30 (thirty) days after the date of receipt by the City of

the service provider's statement together with the relevant valid and undisputed tax invoice(s) and supporting documentation, but in any event no later than 90 (ninety) days of receipt of such statement.

9.5 Where the payment of any valid and undisputed tax invoice, or any part of the said tax invoice which is not in dispute, is not made by the due date, the service provider shall be entitled to charge interest on the outstanding amount, at the service provider's prime rate of interest in force, for the period from the due date of payment until the outstanding amount is fully paid.

9.6 There shall be no interest levied on a tax invoice that is in dispute between the parties.

9.7 The City shall pay the amount reflected on a tax invoice once the City's contact person has verified that the services set out in a schedule have been rendered and the tax invoice amount has been approved by the City.

9.8 All tax invoices shall be addressed to the City's contact person.

9.9 All payments shall be transferred by the City to the service provider electronically into the service provider's bank account, the details of which are as follows:

Bank: _____

Account type: _____

Account number: _____

Branch number: _____

9.10 Failure to comply with the clauses above may result in late payment of the total amount of an invoice by the service provider to the City. The City shall not be liable for any costs or damages suffered by the service provider as a result of such late payment.

10. PRICE RESTRUCTURING

10.1 The service provider shall be subject to a price review every year.

10.2 The City shall embark on a benchmarking exercise every 12 (twelve) months where the City shall benchmark the service provider's contract price against the prevailing market rates.

10.3 In the event that it emerges that the service provider's charges regarding the contract price and other charges under this agreement are materially higher than the reasonable benchmark ascertained by the City or that the City can acquire similar services of a like quality from another supplier at a total delivered cost that is lower than the total delivered cost of the services acquired hereunder from the service provider, the City shall have the right to notify the service provider of such total delivered cost and the service provider shall have an opportunity to adjust the contract price and any other charges hereunder, on

such a basis as to result in the same total delivered cost to the City, within 30 (thirty) calendar days of such notice.

10.4 If the service provider fails to do so or cannot legally do so, the City may –

10.4.1 acquire the services from such other supplier in which case the obligations, including, but not limited to, any purchase and sale requirements and/or commitments, if any, of the City and the service provider hereunder shall be reduced accordingly;

10.4.2 terminate this agreement without any penalty, liability or further obligation; or

10.4.3 continue under this agreement.

10.5 Within 30 (thirty) calendar days of a notice by the City or at any time the City so requests, the service provider shall certify in writing to the City that it is in compliance with this clause and shall provide all information that the City reasonably requests in order to verify such compliance.

11. SERVICE LEVELS

11.1 The service provider recognises that the City has entered into this agreement relying specifically on the service provider's representations regarding service levels including, inter alia –

11.1.1 capacity allocations in accordance with the service to be provided; and

11.1.2 all work to be performed and services rendered under this agreement shall comply with industry norms and best practice acceptable within the services industry and shall be executed by the service provider to the total satisfaction of the City.

11.2 The service provider shall provide suitably qualified and trained employees to provide the services to the City in terms of this agreement, and shall allocate, in its discretion, employee resources in accordance with the technical skill and knowledge required, provided that any exercise of such discretion by the service provider shall not negatively impact the provision of the services by the service provider to the City. The service provider shall also allocate employees with the technical skill and knowledge on-site at the City at all times during normal working hours, if the City so requires.

11.3 Among others, the service provider shall comply with and provide the services as set out in Clause 8 above.

12. WITHHOLDING OF PERFORMANCE

The service provider may not, under any circumstances, including, without limitation, non-payment by the City, withhold any services from the City during the currency of this agreement, unless it validly terminates this agreement, in terms of Clause 32 below.

13. PENALTY

13.1 Should the service provider fail to comply with its obligations in terms of this agreement, the City may –

13.1.1 exercise its rights in terms of Clause 31 below; or

13.1.2 impose a penalty on the service provider.

13.2 An election of any of the above by the City shall not mean that the City has waived any other rights which the City might have in law.

13.3 Should the City choose to impose a penalty on the service provider, the City shall provide the service provider with a written notice requiring the service provider to remedy the default within 7 (seven) days from the date of delivery of the notice.

13.4 Should the service provider fail to remedy the default within 7 (seven) days after receiving the notice, the City shall be entitled, without prejudice to any alternative or additional right of action or remedy available to the City and without further notice, to impose a penalty, which penalty shall be a deduction of 10% of the monthly contract

price for the contract period. For the avoidance of doubt, the penalty amount shall be 10% of the monies due for payment to the service provider monthly, in terms of Clause 9 above.

13.5 Should there be a dispute as to whether the failure to deliver was caused by the City or was the service provider's fault, such dispute shall be dealt with in accordance with Clause 33 below.

14. ACCESS

14.1 The City shall allow the service provider reasonable access to its premises, provided that –

14.1.1 access is related to the services to be provided by the service provider; and

14.1.2 the service provider adheres to all rules, regulations and instructions applicable at the City's premises.

14.2 The service provider is required to notify the City every month of employees who are to provide services at the service areas and/or delivery areas.

14.3 The City shall grant the service provider and/or its employees, referred in Clause 14.2 above, access to its premises to perform its obligations in terms of this agreement.

14.4 The service provider and its employees shall at all times, when entering the premises and/or service areas and/or delivery areas of the City, comply with all rules, laws, regulations and policies of the City.

15. ORDERS OF GOODS

15.1 The service provider's contact person shall advise the City in writing of the goods required to enable the service provider to render the services. On the order form, the service provider shall set out the quantity, description of goods and the anticipated date of delivery of the goods ("delivery date").

15.2 The City shall confirm the order in writing and authorise the service provider to order the goods necessary for the provision of the service.

15.3 All orders for goods ordered under Clause 15 shall be for the separate account of the City, the cost of which shall be invoiced to the City by the service provider upon confirmation of the order, in terms of Clause 15.2 above. The City shall not be obliged to order the goods from the service provider and shall be entitled to use any company that it deems most suitable for the provision of the goods.

16. DELIVERY OF GOODS

16.1 The service provider shall deliver the goods on the delivery date.

16.2 Should the service provider be unable to deliver the goods on the delivery date, the service provider shall inform the City of its inability to deliver the goods, the reason therefor, and shall provide the City with a reasonable alternative delivery date, which, in any event, shall not be more than 14 (fourteen) days from the original delivery date.

16.3 In the event that the service provider is unable to deliver the goods on the delivery date 3 (three) times in a period of 6 (six) months, the City shall be entitled to terminate this agreement by giving the service provider one (1) month's written notice to terminate.

16.4 Upon delivery of the goods by the service provider, the City's contact person shall sign the delivery document provided by the service provider as acknowledgement of receipt of the goods. Such acknowledgement of receipt shall not constitute an acceptance –

16.4.1 that the goods were received in good condition;

16.4.2 that the goods were free of any defects;

16.4.3 that the goods were fit for the purpose for which they were purchased; and/or

16.4.4 of any terms and conditions of the delivery document.

16.5 In the event that the City notifies the service provider, within 5 (five) business days, that the goods delivered are not in accordance with the order, the City shall be entitled to return the goods to the service provider at the service provider's cost and the service provider shall deliver the replacement goods ordered within 5 (five) business days of taking delivery of the defective goods.

17. DEFECTIVE GOODS OR LATENT PRODUCTS

17.1 The service provider shall verify whether the goods received are in order and without any defects.

17.2 In the event that the City realises that the goods have any defect, including (but not limited to) manufacture and/or latent defects, the City shall inform the service provider in writing within 5 (five) days of becoming aware of the defect ("Notice of Defect").

17.3 Upon receipt of the Notice of Defect, the service provider shall immediately deliver replacement goods to the City within 14 (fourteen) business days of receiving the Notice of Defect, referred to in Clause 17.2 above, and replace the defective goods.

17.4 The cost of returning and replacing the defective goods shall be borne by the service provider.

17.5 The service provider shall be responsible for the replacement amount of any parts of the goods that are to be replaced in terms of this agreement.

18. AMENDMENT OR CANCELLATION OF PURCHASE ORDER

The City is entitled to cancel an order, reschedule delivery of the goods or change the delivery area and delivery date on 14 (fourteen) days' written notice to the service provider.

19. INSPECTION

19.1 The City may, at any time, inspect the goods and/or service levels of the service provider in terms of this agreement.

19.2 If the City is, at any time, dissatisfied with the service levels, the City shall, within 7 (seven) days, notify the service provider in writing of the failure or default.

19.3 The service provider shall immediately upon receipt of written demand by the City remedy such failure or default, within 7 (seven) business days from the date of receipt of the notice, free of charge.

19.4 Should the service provider fail to remedy the failure or default referred to above, the City shall have the right to impose penalties as provided for in Clause 12 above or invoke the provisions of clauses and/or Clause 31 below.

19.4.1 To enable the City to determine whether the goods and/or services rendered in terms of this agreement are being complied with, the service provider shall –

19.4.1.1 provide the City with such information as it may reasonably require;

19.4.1.2 allow the City to inspect and take copies of any records of the service provider relating to the goods and/or services, including all hardware, software, data, information, visuals,

procedures, event logs, transaction logs, audit trails, books, records, contracts and correspondence; or

19.4.1.3 allow the City or its authorised representatives to conduct interviews with any of the service provider's employees, subject to reasonable notice being given to the service provider.

19.5 Service provider to provide reasonable assistance

19.5.1 Where any information is required for inspection in terms of this clause and the information is kept in a computer, the service provider shall give the City reasonable assistance required to facilitate inspection and obtain copies of the information in a visible and legible form or to inspect and check the operation of any computer and any associated apparatus or material that is or has been in use in connection with the keeping of the information.

19.5.2 Any information required to be provided to the City, pursuant to Clause 19, shall be provided by the service provider, as the case may be in such form (including a form otherwise than in writing) as the City may reasonably specify.

19.5.3 The cost of any inspection contemplated in terms of Clause 19 shall be for the account of the City unless any material irregularity or failure on the part of the service provider is determined by the City in the course of such inspection.

19.6 The inspection contemplated in this agreement will be conducted –

19.6.1 during normal business hours; and

19.6.2 where the circumstances justify it, on reasonable notice to the service provider, with the minimum interference in the provision of the services and the service provider's other operations.

20. MAINTENANCE AND SUPPORT

The essential and critical elements of the maintenance and support to be provided by the service provider to the City shall be detailed in the scope of work.

21. TRAINING

If required, the service provider shall, after delivery and installation of the goods, and as part of maintenance and support, ensure that the City's nominated employees, from time to time, receive the required and necessary training relating to the nature, purpose and appropriate use of the goods.

22. SERVICE PROVIDER'S WARRANTIES AND INDEMNITIES

22.1 Service warranties

22.1.1 The service provider warrants that, in relation to each service provided in terms of this agreement, –

22.1.1.1 it has full capacity and authority to enter into and perform this agreement, and that this agreement is executed by duly authorised representatives of the service provider;

22.1.1.2 it possesses or has access to the requisite knowledge, skill and experience to provide the services in an expert manner;

22.1.1.3 it will discharge its obligations under this agreement and any annexure, appendix or schedule hereto with all due skill, care and diligence;

22.1.1.4 all work performed and services rendered under this agreement shall comply with prevailing practice, standards and specifications within the industry;

22.1.1.5 it will be solely responsible for the payment of remuneration and associated benefits, if any, of its personnel and for withholding and remitting income tax for its personnel in conformance with any applicable laws and regulations;

22.1.1.6 the use or possession by the City of any materials will not subject the City to any claim for infringement of any intellectual property rights of any third party;

22.1.1.7 it will, with promptness and diligence, and in a skilful manner and in accordance with the practices and professional standards of operations, perform services and/or deliver goods;

22.1.1.8 its services and/or goods will, in all aspects, comply with industry norms and best practice to the satisfaction of the City with regard to materials and workmanship.

22.1.1.9 it will use and adopt any standards, processes and procedures required under this agreement.

22.1.1.10 it shall employ suitably qualified and trained employees to provide the services and/or goods to the City and it shall allocate employees in accordance with the technical skills and knowledge required.

22.1.1.11 the goods and/or services will be free from any defects in material and workmanship.

22.1.1.12 it will maintain and cause to be maintained the highest standard of workmanship and care in undertaking the services and/or processing the goods.

22.1.1.13 it will maintain and cause to be maintained the highest standard of care and diligence in providing the services, maintenance and support.

22.1.1.14 it will ensure that all applicable laws are observed.

22.1.1.15 without derogating from the generality of the foregoing, it will strictly adhere to any or all laws, regulations and accepted procedures with regard to health, hygiene and the maintaining of the environment in the manufacture, packaging, labelling, identification, storage and transportation of the goods; and

22.1.1.16 it guarantees that the goods shall be in good working condition for the warranty and/or maintenance period of the goods, and that the service provider shall be responsible for the costs of repair of the goods should the goods require to be repaired to their normal use.

22.2 Indemnity

22.2.1 The service provider hereby indemnifies the City against any claim which may be brought against the City by the service provider's personnel or a third party arising from the execution of this agreement or which arises against the City as a result of the service provider's breach of any of the provisions of this agreement. This is provided that the City notifies the service provider in writing within a reasonable time, and, in any event, no less than 14 (fourteen) business days of the City becoming aware of any such claim to enable the service provider to take steps to contest it. The City shall provide the service provider with such reasonable assistance as may be necessary to enable the service provider to defend the claim to the extent only that it is in a position to render such assistance. The service provider may, within 5 (five) business days of receipt of written notice from the City aforesaid, elect in writing to contest such a claim in the name of the City and shall be entitled to control the proceedings in regard thereto. This is provided that the service provider indemnifies the City against all and any costs (including attorney and own client costs) which may be incurred by or awarded against the City as a consequence of the defence of the claim.

23. SERVICE PROVIDER'S PERSONNEL

23.1 Liability for criminal acts of employees

The service provider shall be liable to the City for any loss that the City or any third party may suffer as a result of any theft, fraud or other criminal act of any employee of the service provider which arises within the course and scope of such employee's employment with the service provider.

23.2 Character of employees

23.2.1 Due to the confidential nature of certain aspects of the services and the position of trust which the service provider's employees will fulfil, the service provider hereby undertakes to use its best commercial endeavours to ensure that it only assigns to the City employees who are fit and proper persons, who display the highest standards of personal integrity and honesty, and who have not, to their knowledge, been convicted of any crime.

23.2.2 The service provider shall, at its own cost, conduct all reasonable background checks into its employees before using them to provide the services in terms of this agreement.

23.3 The City shall conduct all reasonable background checks into the service provider's employees from time to time, where it deems it necessary to do so.

24. STATUTORY AND EMPLOYMENT ISSUES

24.1 The service provider shall comply with all employment legislation

24.1.1 The service provider warrants that it has full knowledge of all relevant statutory, collective and other stipulations applicable to the relationship with its personnel and its relationship with the City. This includes, but is not limited to, the Labour Relations Act, 1995 (Act 66 of 1995), the Basic Conditions of Employment Act, 1977 (Act 75 of 1997), the Employment Equity Act, 1998 (Act 55 of 1998) and any other applicable employment legislation currently in force.

24.1.2 The service provider warrants further that it is not and will not in future be in contravention of any of the provisions of any such legislation and in the event of such contravention, the service provider shall immediately take all steps to remedy such contravention. If the City advises the service provider of any contravention of such

legislation in writing, the service provider shall, within 10 (ten) days after receipt of such notice, take all steps necessary to remedy such contravention and shall keep the City informed regarding the steps taken and the implementation and result thereof.

24.2 No employment

The service provider warrants that none of its personnel shall be regarded as employees of the City. The service provider shall assist to defend and bear all costs in the event that the City is required to defend a claim, whether civil or employment related, instituted against it by the service provider's personnel should the City defend the matter. The service provider hereby indemnifies the City against all and any costs (including attorney and own client costs) which may be incurred by or awarded against the City as a consequence of the defence of the claim.

24.3 Occupational Health and Safety Act, 1993

The service provider shall be responsible for ensuring compliance with all the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993)

and it indemnifies the City against any claim which may arise in respect of such act by its personnel against the City.

25. SUBCONTRACTING

25.1 The service provider may not subcontract the whole of or any portion of the services in terms of this agreement to any third party without the prior consent of the City.

25.2 In the event the service provider wishes to subcontract the whole of or any portion of the services in terms of this agreement, it shall apply to the City in writing for consent to do so.

25.3 In its application, the service provider shall give the name of the subcontractor, the subcontractor's obligations, the proposed date of commencement of the subcontract, which shall include the fees payable to the subcontractor, and a report of the background security check on the subcontractor's suitability, financial and otherwise.

25.4 The City may, in its sole and absolute discretion, refuse consent to subcontract. In the event the City approves the subcontracting of the whole of or any portion of the services in terms of this agreement, –

25.4.1 the service provider shall ensure that the subcontractor's BBBEE level is equal or better than that of the service provider, its price is competitive and it has the capacity to provide the service;

25.4.2 such subcontracting shall not absolve the service provider from the responsibility of achieving the service levels or complying with its obligations in terms of this agreement, and the service provider hereby indemnifies and holds the City harmless against any loss, harm or damage which the City may suffer as a result of such subcontracting;

25.4.3 the service provider shall, at all times, remain the sole point of contact for the City in respect of the acquisition of services by the City; and

25.4.4 no such subcontracting shall have any effect on the contract price and charges payable by the City to the service provider in terms of this agreement.

26. CONFIDENTIALITY

26.1 The service provider acknowledges that all information relating to the City's confidential business and technical information, data, documents or other information necessary or useful for the carrying on by the City of its business which shall include, but shall not be limited to, operating procedures, quality control procedures, approximate operation personnel requirements, descriptions, trade names and trademarks, know how, techniques, technology, information relating to clients, customers, suppliers and relevant authorities, copyright, trade secrets and all goodwill relating to the business and any other intellectual property rights, technical data and documents in whole or in part, used by the City in respect of its business ("confidential information") shall

remain confidential and shall not be made known unless the City has given written consent to do so.

26.2 The information provided by the City in the context of this agreement is confidential information and the service provider shall take all reasonable measures to keep the information confidential and will only use the information for the purpose for which it was provided.

26.3 The service provider undertakes to not disclose any such confidential information. However, there will be no obligation of confidentiality or restriction on use where –

26.3.1 the information is publicly available, or becomes publicly available otherwise than by action of the receiving party;

26.3.2 the information was already known to the receiving party (as evidenced by its written records) prior to its receipt under this or any previous agreement between the parties or their affiliates; or

26.3.3 the information was received from a third party not in breach of an obligation of confidentiality.

27. INTELLECTUAL PROPERTY RIGHTS

27.1 All intellectual property rights of the contractor and/or third party vest in the contractor and/or third party, as appropriate.

27.2 All rights in the City name and logo remain the absolute property of the City.

27.3 The contractor warrants that no aspect of the services provided in terms thereof will infringe any patent, design, copyright, trademark, trade secret or other proprietary right of any third party.

27.4 The contractor shall promptly notify the City, in writing, of any infringement or apparent or threatened infringement or any circumstances which may potentially give rise to an infringement, or any actions, claims or demands in relation to any intellectual property rights.

27.5 In the event the City becomes aware of any such infringement, the contractor shall, at its cost, defend the City against any claim that the services infringe any such third party intellectual property rights, provided that the City gives notice to the contractor of such claim and the contractor controls the defence thereof. The contractor further indemnifies the City against, and undertakes that it will pay all costs, damages and attorney fees, if any, finally awarded against the City in any action which

is attributable to such claim and will reimburse the City with all costs reasonably incurred by the City in connection with any such action.

27.6 Should any claim be made against the City by any third party in terms of Clause 27.1 above, the City shall give the contractor written notice thereof within 3 (three) days of becoming aware of such claim to enable the contractor to take steps to contest it.

27.7 Should any third party succeed in its claim for the infringement of any third party proprietary rights, the contractor shall, at its discretion and within 30 (thirty) days of the services having been found to infringe, at its own cost, –

27.7.1 obtain for the City the right to continue using the subject of infringement or the parts thereof which constitute the infringement;

27.7.2 replace the subject of infringement or the parts thereof which constitute the infringement with another product or service which does not infringe and which is materially similar to the subject of infringement;

27.7.3 alter the subject of infringement in such a way as to render it non-infringing while still in all respects operating in substantially the same manner as the subject of infringement; or

27.7.4 withdraw the subject of infringement.

28. FORCE MAJEURE

28.1 For the purposes hereof, “force majeure” shall mean civil strife, riots, insurrection, sabotage, national emergency, acts of war of public enemy, rationing of supplies, flood, storm, fire or any other like forces of nature beyond the reasonable control of the party claiming force majeure and comprehended in the terms thereof.

28.2 If force majeure causes delays in or failure or partial failure of performance by a party of all or any of its obligations hereunder, this agreement shall be suspended for the period agreed in writing between the parties.

28.3 In the event of circumstances arising which the other party believes that it constitutes a force majeure (“the affected party”), such affected party shall send, within 5 (five) days from the interrupting circumstances, a written notice of the interrupting circumstances specifying the nature and date of commencement of the interrupting event to the other party. The parties shall agree, in writing, to suspend the implementation of this agreement for a specific period (“agreed period”).

28.4 In the event that both parties reasonably believe that the affected party shall be unable to continue to perform its obligations after the agreed period, either party shall be entitled to terminate this agreement without further notice to the other party.

28.5 The party whose performance is interrupted by the interrupting circumstances shall be entitled, provided that such party shall have given notice to that effect with a written notice of the interrupting circumstances as provided above, to extend the period of this agreement by a period equal to the time that its performance is so prevented.

29. CESSION

The service provider shall not be entitled to cede, assign or transfer in any other way and/or alienate its rights and obligations in terms of this agreement without the prior written consent of the City.

30. CHANGE OF CONTROL OR CIRCUMSTANCE

30.1 The service provider shall notify the City in writing of any change in the service provider's shareholding or membership or any change in the service provider's subsidiary companies or holding or its affiliates (such change shall be considered a material change in the constitution and identity of the service provider). The City may terminate this agreement upon becoming aware of such material change.

30.2 The parties agree that should there be a change, as envisaged in Clause 30.1 above, the service provider will no longer exist and a new third party or entity shall have been constituted. In this regard, such third party shall not be entitled to inherit any of the service provider's rights and obligations in terms of this agreement, which will only be transferred to the new entity in writing by the City following the City's satisfaction and approval in writing of such new entity.

30.3 The service provider shall further notify the City of any material changes or circumstance which might have led the City to appoint the service provider to provide the goods and/or services. In the event that any material change or circumstance occurs and the service provider fails to inform the City of such a change or circumstance, the service provider shall be deemed to have breached a material term of this agreement and the City shall be entitled to cancel the agreement on 1 (one) month's prior notice.

31. BREACH

31.1 Subject to Clause 30.3 above, should either party commit a breach of any term of this agreement ("the defaulting party") then the affected party ("aggrieved party") shall be entitled to inform the defaulting party in writing to remedy such failure or default within 5 (five) business days. Should the defaulting party fail to remedy the breach within 5 (five) business days after receipt of the notice, the aggrieved party shall be entitled, without prejudice to any of its rights under this agreement or law, to –

31.1.1 immediately terminate this agreement without giving written notice and claim damages (which shall include legal costs on an attorney or client scale);

31.1.2 request specific performance and claim damages (which shall include legal costs on an attorney or client scale); or

31.1.3 impose penalties as provided for in Clause 13 above.

32. EARLY TERMINATION

The City shall have the right to terminate this agreement by giving 30 (thirty) days' notice in writing to the service provider of its intention to terminate the agreement.

33. DISPUTES

33.1 Save for Clause 31 above or any other clause in this agreement which provides for its own remedy, should any dispute arise between the parties in respect of or pursuant to this agreement, including, without limiting the generality of the foregoing, any dispute relating to –

33.1.1 the interpretation of the agreement;

33.1.2 the performance of any of the terms of the agreement;

33.1.3 any of the parties' rights and obligations;

33.1.4 any procedure to be followed;

33.1.5 the termination or cancellation or breach of this agreement; or

33.1.6 the rectification or repudiation of this agreement,

any party may give the other party written notice of such dispute, in which event the provisions below shall apply.

33.2 Within 7 (seven) days of the declaration of such dispute, the parties' representatives or their nominated persons shall meet in the spirit of goodwill and endeavour to resolve the dispute, failing which (and without prejudice to any other alternative dispute resolution to which the parties may agree, either prior to or concurrently with arbitration) the provisions of Clause 33 shall apply.

33.3 If the parties are unable to resolve the dispute within 14 (fourteen) days of the notice of the dispute (or such longer period as they may have agreed to in writing), then either party may, on written notice to the other party, require that the dispute be submitted to and decided by arbitration, in terms of the Arbitration Act, 1965 (Act 42 of 1965).

33.4 The arbitration shall be held under the provisions of the Arbitration Act, 1965 provided that the arbitration shall be –

33.4.1 at any place which the parties agree, in writing, to be mutually convenient; and

33.4.2 in accordance with such formalities and/or procedures as may be settled by the arbitrator and may be held in an informal and summary manner, on the basis that it shall not be necessary to observe or carry out the usual formalities of procedure, pleadings and/or discovery or respect rules of evidence.

33.5 If the arbitration is –

33.5.1 a legal matter, then the arbitrator shall be a practising advocate or a practising attorney of no less than 10 (ten) years' standing;

33.5.2 an accounting matter, then the arbitrator shall be a practising chartered accountant of no less than 10 (ten) years' standing; and

33.5.3 any other matter, then the arbitrator shall be any independent person agreed upon between the parties.

33.6 Should the parties fail to agree on an arbitrator within 14 (fourteen) days after the arbitration has been demanded, then the arbitrator shall be nominated at the request of either of the parties, by the president for the time being of the Law Society of the Northern Provinces.

33.7 Should the parties fail to agree whether the dispute is of a legal, accounting or other nature within 7 (seven) days after the arbitration has been demanded, it shall be deemed to be a dispute of a legal nature.

33.8 The arbitrator may –

33.8.1 investigate or cause to be investigated any matter, fact or thing which he/she considers necessary or desirable in connection with the dispute and, for that purpose, shall have the widest powers of investigating all documents and records of any party that have a bearing on the dispute;

33.8.2 interview and question under oath the parties or any of their representatives;

33.8.3 decide the dispute according to what he/she considers just and equitable in the circumstances; and

33.8.4 make such award, including an award for specific performance, damages or otherwise, as he/she in his/her discretion may deem fit and appropriate. The arbitration shall be held as quickly as possible after it is requested, with a view to it being completed within 30 (thirty) days after it has been so requested.

33.9 The arbitrator's decision and award shall be in writing with reasons and shall be subject to appeal by either party.

33.10 Subject to the provisions of Clause 33.9 above, the arbitrators award may, on application by either party to a court of competent jurisdiction and after due notice is given to the other party, be made an order of court.

33.11 Notwithstanding the provisions of Clauses 33.1, 33.2, 33.3, 33.4, 33.5, 33.6 and 33.7 above, in the event of either party having a claim against the other party for a liquidated amount or an amount which arises from a liquid document, or for an interdict or other urgent relief, then the other party having such a claim shall be entitled to institute action therefor in a court of law rather than in terms of the above clauses, notwithstanding the fact that the other party may dispute the claim.

33.12 The provisions of Clause 33 are severable from the rest of this agreement and shall remain in effect even where this agreement is terminated or cancelled for any reason.

34. LAWS AND JURISDICTION

34.1 This agreement shall be governed by and interpreted according to the law of the Republic of South Africa.

34.2 Each party submits to the exclusive jurisdiction of the South African courts in respect of any matter arising from or in connection with this agreement, including its termination. Each party further consents to the jurisdiction of the High Court of South Africa (North Gauteng High Court (in Pretoria)).

35. NOTICES AND COMMUNICATION

35.1 The Parties choose, as their respective domicilium citandi et executandi (hereinafter referred to as the "domicilium") and for the delivery of any notices arising out of the agreement or its termination or cancellation, whether in respect of court process, notices or other documents or communication of whatsoever nature (including the exercise of any option), the address, as set out below.

35.1.1 The City:

2nd Floor, Block D

Tshwane House

320 Madiba Street

Pretoria

0001

Attention: _____

Telephone: _____

Fax: 086 214 9544

Email: _____

35.1.2 The service provider:

Attention: _____

Telephone: _____

Fax: _____

Email: _____

35.2 Each party shall be entitled, from time to time, by written notice to the other party, to vary its domicile to any other address, which is not a post office box or poste restante.

35.3 Any notice given and any payment made by any party to another party (hereinafter referred to as "the addressee") which –

35.3.1 is delivered by hand during normal business hours of the addressee at the addressee's domicile, shall be deemed, until the contrary is proved by the addressee, to have been received by the addressee at the time of delivery;

35.3.2 is posted by prepaid registered post to the addressee at the addressee's domicile shall be deemed, until the contrary is proved by the addressee, to have been received on the 7th (seventh) day after the date of posting; or

35.3.3 is sent by email or facsimile machine shall be deemed, until the contrary is proven by the addressee, to have been received within 1 (one) hour of transmission where it is transmitted during business hours of the receiving instrument and at noon on the following business day (excluding Saturdays) where it is transmitted outside such business hours.

35.4 Any notice or communication required or permitted in terms of this agreement shall be valid and effective only if in writing, but it shall be competent to give notice by facsimile.

35.5 Notwithstanding anything to the contrary in this agreement, a notice or communication actually received by one party shall be an adequate notice or communication notwithstanding that it was not sent to or delivered at the chosen domicile citandi et executandi.

36. GENERAL AND MISCELLANEOUS

36.1 Sole record of agreement

This agreement constitutes the sole record of the agreement between the parties with regard to the subject matter hereof. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.

36.2 No amendment except in writing

No addition to, variation of or agreed cancellation of this agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties. Any alleged

waiver of this requirement must itself be reduced to writing and signed by the relevant party to be of any effect.

36.3 Waivers

No relaxation or indulgence which any party may grant to any other shall constitute a waiver of the rights of that party and shall not preclude that party from exercising any rights which may have arisen in the past or which might arise in future.

36.4 Survival of obligations

Any provision of this agreement which contemplates performance or observance subsequent to any termination or expiration of this agreement shall survive any termination or expiration of this agreement and continue in full force and effect.

36.5 Approvals and consents

An approval or consent given by a party under this agreement shall only be valid if in writing and shall not relieve the other party from the responsibility of complying with the requirements of this agreement nor shall it be construed as a waiver of any rights under this agreement, except as and to the extent otherwise expressly provided in such approval or consent, or elsewhere in this agreement. Any alleged waiver of the requirement that the approval or consent must be in writing must itself be reduced to writing and signed by the relevant party to be of any effect.

37. EXECUTION

37.1 This agreement may be executed in several counterparts, which shall each be deemed an original, but all of which shall constitute one and the same instrument. A facsimile shall constitute a valid counterpart for all purposes hereunder.

37.2 The signatories to this agreement, by their signature, warrant their authority to enter into this agreement and the capacity of their principal, if signing in a representative capacity, to enter into this agreement.

Signed at on this day of 20.....

Witnesses:

1.

2.

For and on behalf of the City of Tshwane Metropolitan Municipality

(duly represented by Mr Johann Mettler)

Signed at on this day of 20.....

Witnesses:

1.

2.

For and on behalf of

(duly represented by

_____)

ANNEXURE A

RESOLUTION OF THE BOARD

Resolution by the board of directors of _____
(the “company”) made at a meeting held at _____ on
_____ 20__.

NOTED: THAT _____ intends to enter into an agreement with the City of Tshwane Metropolitan Municipality in terms of which the company shall provide various services (the “agreement”) on the terms and subject to the conditions of the agreement to which this resolution is attached as Annexure A.

RESOLVED:

THAT the company approves and enters into the agreement on the terms and subject to the conditions of the agreement to which this resolution is attached.

THAT _____ in his/her capacity as a _____ of the company, be and is hereby authorised to negotiate, settle and sign the agreement attached hereto, and to sign all documentation and do all things necessary to give effect to the aforesaid resolutions on behalf of the company.

Read and confirmed

CHAIRPERSON/COMPANY SECRETARY

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ANNEXURE B

SCOPE OF WORK AND DELIVERABLES