



ENVELOPE A – TECHNICAL PROPOSAL

TENDER NO: RFP- **ENU/26/40MVATRFR132/11kV/01**

REQUEST FOR PROPOSAL (RFP) PACK

FOR THE PROVISION OF SUPPLY AND DELIVERY OF A 40MVA POWER TRANSFORMER AND
ASSOCIATED ELECTRICAL EQUIPMENT FOR THE ESKOM SUBSTATION AT THE ELIDZ

START DATE: 14 August 2026

CLOSING DATE: 18 September 2026 @ 12pm

NAME OF TENDERER: _____

TENDERER'S ADDRESS:

CHECKLIST FOR SUBMISSIONS

ITEM	TICK
Supporting Documentation To Be Submitted	
Accredited Valid Original or Certified B-BBEE Certificate or Letter from an Accountant confirming Annual Turnover for EMES - Sworn Affidavit confirming annual turnover and B-BEE management split of company	
Company Profile	
Valid Proof of Office Location (Municipal Clearance Certificate for confirming office address/Lease agreement/Municipal bill)	
Criteria 1. CVs of proposed key staff	
Criteria 2. Four (4) Completed Reference Forms (Annexure 2)	
Criteria 3. Implementation Methodology	
Criteria 4. CV of OHS Officer	
Document 9: Declaration in respect of local content (Submit signed declaration of 90% Local content production, for electrical equipment)	
Compulsory Documentation To Be Submitted (Failure to submit the following will result in Disqualification)	
Completed and Signed ELIDZ Procurement Handbook with all relevant supporting documentation (Tax clearance etc.)	
CSD Registration Certificate	
Valid Tax Clearance Certificate or SARS PIN	
Letter of Good Standing with Compensation Commissioner	
Declaration Of Bidder's Past Supply Chain Management Practices (SBD 8)	
Certificate of Independent Bid Determination (SBD 9)	
Proof of Registration with the CIDB in the category 6EP or higher.	
Provide Eskom approved vendor number for Eskom Holdings SOC Ltd (Eastern Cape)	
Electrical Contractors board of South Africa certificate	
Declaration of Form of Offer and Acceptance	
JV Participation Documentation as per section 3 (If applicable) with consolidated BBBEE. All parties to submit their respective mandatory documents e.g Tax pin, CSD, Procurement handbook etc.	

Please Note: All the above documents must be submitted with Envelope A - Technical Proposal.

The price schedule and proposed solution costing must be submitted with Envelope B – Financial Proposal.

RFP PACK CONTENTS

1. **Section A:** General Guidelines
2. **Section B:** Requirements Specification
3. **Annexure 1:** Procurement Handbook
4. **Annexure 2:** Reference Letter
5. **Annexure 3:** OHS Regulations
6. **Annexure 4:** CEMP
7. **Annexure 5:** Leaches Bay Substation Upgrade-132-11KV TRFR 3 Bay Design



SECTION A: General Guidelines

FOR THE PROVISION OF SUPPLY AND DELIVERY OF A 40MVA POWER
TRANSFORMER AND ASSOCIATED ELECTRICAL EQUIPMENT FOR THE ESKOM
SUBSTATION AT THE ELIDZ

1 EVALUATION CRITERIA AND COMMERCIAL EQUITY GOALS

The East London Industrial Development Zone (ELIDZ) supports national transformation goals and strives to target its procurement to create opportunities for Historically Disadvantaged suppliers and service providers. In awarding this tender, preference will be given to companies with a better rating in terms of contributions towards Broad Based Black Economic Empowerment (BBBEE).

The “tender” will be evaluated in accordance with the ELIDZ Procurement Policy using the 80/20 rule i.e. 80 of evaluation points will be based on price competitiveness and 20 will be based on BBBEE status. The following formula is used:

Calculation of the points for Price:

$$Ps = R \times \left[1 - \frac{Pt - Pmin}{Pmin} \right]$$

Where:

- Ps = Points scored for price of tender under consideration
 - R = Percentage of the price
 - Pt = Rand value of tender under consideration
 - Pmin = Rand value of lowest acceptable tender
- R must be up to a maximum of 80

Score Breakdown:

- Price (R) = 80 or 90 points
- Specific goals = 20 points

A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender. The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.

Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.

Preferential and specific goals shall be as per below may include:

- (a) Historically disadvantaged individuals’ companies (51% Black owned)
- (b) Women (51% Black Women Owned) companies.
- (c) Persons with disability owned companies
- (d) SMMEs

- (e) Service providers located in Eastern Cape Province
- (f) Black Youth
- (g) Any other RDP goal or preference points in favor of historically disadvantaged individuals, may be added

The tender documents shall stipulate—

- (a) the applicable preference point system as envisaged in regulations
- (b) the specific goal in the invitation to submit the tender for which a point may be awarded, and the number of points that will be awarded to each goal, and proof of the claim for such goal.

Tenderers are required to submit a Valid original or certified B-BBEE Certificate issued by verification agency accredited by SANS for the Generic Suppliers, for QSE's and EME's Sworn Affidavit signed under oath confirm ownership status. Failure to submit a valid B-BBEE certificate and/or sworn affidavit may result in zero points being awarded for preference.

Unincorporated Joint Ventures are required to compile a consolidated verified BBBEE certificate in order to achieve Preferential Points

The following table shall be used to convert the Specific goals criteria into points.

Table: Specific Goals Points Conversion

Estimated Rand Value inclusive of Vat	Specific Goals and Point allocation
Above R1 000 000 up to R50 000 000	80 points for price 10 points for 51% and above Black owned suppliers 5 points for Eastern Cape based suppliers 1 point for 51% and above Black Women owned suppliers 1 point for 51% and above Black Youth owned suppliers 3 points for SMMEs

Companies with annual turnover less than R10million (Exempted Micro Enterprises or EME's) are automatically awarded a level 4 contributor status, unless the EME is Black Owned (more than 50% black ownership), in which case the enterprise will have a level 2 contributor status. EME which is 100% black owned qualifies for a level 1 contributor. In awarding the EME status, the ELIDZ shall accept a letter from an accounting firm or SARS confirming a company's turnover as less than R10m as well as a sworn affidavit confirming annual turnover and level of black ownership. B-BBEE certificates issued by non-accredited verification agencies will not be accepted as valid proof of a company's B-BBEE status.

No points will be awarded for achieving B-BBEE objectives if the total percentage scored for B-BBEE is less than 30%. All tenders with functionality less than 70% of the total functional requirements will not be considered for the next stage of tender evaluation.

The tender will be awarded to the bid with the highest number of points. A tender may be awarded to a bidder that did not score the highest number of points if reasonable and justifiable grounds exist.

Any contract offered by the ELIDZ will be based on the correctness of information submitted by the service providers. Any misrepresentation of facts by a service provider may lead to disqualification. Should such misrepresentation be uncovered after the commencement of the contracted work, the ELIDZ reserves the right to terminate the contract and recover all payments made to that service provider and any costs that may have been incurred in the process.

ELIDZ reserves the right to have the tenderer's Black Economic Empowerment Credentials verified by an independent agency. (Procurement Handbook – Annexure: 1 must be fully completed and supplementary information may be completed by service providers with a turnover of less than R10m and be accompanied by letter from an accounting firm or SARS confirming the company's or sworn affidavit turnover is less than R10m).

2 CONDITIONS OF TENDERING

General Conditions

PLEASE NOTE THE FOLLOWING CONDITIONS ARE APPLICABLE TO ALL TENDERS.

- Compulsory briefing session with representatives of the Employer that will take place Virtually via Microsoft Teams on **25 Aug 2026** starting at **12:00pm**. Participants will be required to use the following details to join Meeting ID: **378 045 386 665 902** and Passcode: **ZM32oZ9J**.
- Tenderers are encouraged to submit written questions by email to Anathi Mzantsi via e-mail to anathi@elidz.co.za on/or before **01 September 2026 at 16:00**. Responses will be sent not later than **02 September 2026 at 15:00**. **It is the responsibility of the service provider to follow up with the response should there be none.**
- The closing date for this tender is at **12h00** on the **18 September 2026**. All tender documents are to be submitted online at <https://tenderportal.elidz.co.za> before the closing date and time.
- E-mailed, faxed, late, or incomplete proposals will not be considered;
- ELIDZ is not obligated to accept the lowest or any proposal;
- Any expenses incurred by the tenderer in preparing and submitting the proposal will be for the tenderer's account, as the ELIDZ SOC Ltd will not accept any liability in this regard;
- We reserve the right to correct discrepancies and errors as necessary with the consent of the tenderer; however, the value total of the prices shall remain unaltered;

- Proposals which do not comply with the tender conditions or which are incomplete will, as a general rule, not be considered.
- Tenderers must be registered on CSD database from Treasury.

The following Supporting Documentation is to be submitted:

- Accredited Valid Original or Certified B-BBEE Certificate or Letter from an Accountant confirming Annual Turnover for EMES - Sworn Affidavit confirming annual turnover and B-BEE management split of company
- Company Profile
- Valid Proof of Office Location (Municipal Clearance Certificate for confirming office address/Lease agreement/Municipal bill)
- Criteria 1. CVs of proposed key staff
- Criteria 2. Four (4) Completed Reference Forms (Annexure 2)
- Criteria 3. Implementation Methodology
- Criteria 4. CV of OHS Officer
- Electrical Contractors board of South Africa certificate
- Document 9: Declaration in respect of local content (Submit signed declaration of 90% Local content production, for electrical equipment)

The following compulsory documentations is to be Submitted. Failure to submit the following documents will result in immediate Disqualification:

- Completed and Signed ELIDZ Procurement Handbook with all relevant supporting documentation (Tax clearance etc.)
- CSD Registration Certificate
- Valid Tax Clearance Certificate or SARS PIN
- Letter of Good Standing with Compensation Commissioner
- Declaration Of Bidder's Past Supply Chain Management Practices (SBD 8)
- Certificate of Independent Bid Determination (SBD 9)
- Proof of Registration with the CIDB in the category 6EP or higher.
- Provide Eskom approved vendor number for Eskom Holdings SOC Ltd (Eastern Cape)
- Declaration of Form of Offer and Acceptance
- JV Participation Documentation as per section 3 (If applicable) with consolidated BBBEE. All parties to submit their respective mandatory documents e.g Tax pin, CSD, Procurement handbook etc.

3 SIGNATURES ON TENDERS

All tenders submitted must be signed by that individual, or by someone on his behalf duly authorized and proof of that authority must be attached. All tenders submitted by a company must be signed by a person duly authorized

thereto by a resolution of the Board of Directors, a copy of which resolution, duly certified by the Chairman of the company can be submitted with the tender.

If the tender is submitted by a joint venture of more than one person and/or companies and/or firms it shall be accompanied by:

A certified copy of the original document under which the joint venture was constituted. This document must clearly define the conditions under which the joint venture will function, as well as the duration and participation of the several constituent persons and/or companies and/or firms.

A certificate signed by or on behalf of each participating person and/or company and/or firm authorizing the person who signed the tender to do so.

In instances of a joint venture, each participating person and/or company and/or firm must complete and submit Annexure 1 (Procurement Handbook) with the tender together with all profit sharing percentage information.

4 AREA OF SERVICE/POINT OF DELIVERY

The delivery of services will be required at the ELIDZ, Lower Chester Road, Sunnyridge, East London. The equipment shall be delivered to the Eskom Leaches Bay Substation (Coordinates: 33°03'05.1"S; 27°50'47.7"E). The substation locality can be found on the google link <https://maps.app.goo.gl/fhyo6RopCqjWESLA6>

5 SPECIAL CONDITIONS APPLICABLE TO THIS CONTRACT

Service Providers must note the following special conditions of contract will apply to this contract:

Modification of any applicable terms of reference of this contract must be mutually agreed between the parties and reduced to writing.

- VAT: Unless otherwise stated all prices will be inclusive of **Value Added Tax**.
- All services provided must comply and be in accordance with pertinent laws and policies of government.

Where the SERVICE PROVIDER has incurred any liability to the CLIENT, whether arising from or under this Agreement or otherwise howsoever arising, the CLIENT may, without notice to the SERVICE PROVIDER set-off the amount of such liability against any liability of the CLIENT to the SERVICE PROVIDER arising from or under this Agreement, whether either such liability is liquidated or unliquidated, present or future, accrued or contingent, unless otherwise agreed to in writing by the CLIENT.

In the event that the successful Bidder has been awarded the contract with value above R 5 000 000.00 for the same goods/services on a consecutive basis, the successful Bidder will be required to submit a Supplier development plan for SMMEs to be agreed with the ELIDZ.

Where there is no designated sector, ELIDZ may decide to include a specific bidding condition that only locally produced goods or services with a stipulated minimum threshold for local production and content, will be considered, on condition that such prescript and threshold(s) are in accordance with the specific standards determined by the dti in consultation with the National Treasury.

6 COMPANY / FIRM PROFILE

A brief company profile is required, to assist ELIDZ in assessing your capabilities, capacity and competitive advantages.

7 INADEQUATE SERVICE LEVELS AND PERFORMANCE

In instances of transgression of a more serious nature, should the ELIDZ during the contract period for any reason regard the Service provider's service levels and performance against this contract as being inadequate or not to the ELIDZ's satisfaction, the details will be reduced to writing, clearly headed "Inadequate performance" and sent to the service provider. In the event that the service provider is unable to remedy the complaints to the ELIDZ's satisfaction within 14 days of such notice of inadequate performance, ELIDZ reserves the right to immediately cancel this contract and recover costs in terms of the Service Agreement.

8 SERVICE LEVEL AGREEMENT

The successful tenderer will be required to enter into a written Service level agreement with the ELIDZ which will be based on the draft Agreement set out herein in Section C, which will include Section A and B and include such terms and conditions as Management may require or prescribe to give effect to in terms of its legal obligations.

9 PRICE BASIS

ELIDZ requires the tender price to remain firm for the validity period of hundred and twenty (120) days after the closing date of the tender. The tender price shall be in South African Rand.

Where prices are subject to variation it must be noted that no prices are to be revised or invoiced, without prior mutual agreement and official modification of the contract.

10 PAYMENT TERMS

A maximum payment processing period of thirty (30) days will be enforced. The thirty-day period is effective from the date a complete claim is received. A complete claim requires the following to be processed:

- Original invoices;
- Original covering letter of approval by the consultant (Employers Agent) where applicable;
- Original covering letter of approval by the relevant ELIDZ official where applicable.

- Statement of accounts

All information relating to the ELIDZ's customers (and potential customers), systems, operating procedures etc. is confidential and to this end, the successful tenderer will be required to enter into a Confidentiality Agreement with the ELIDZ.

11 SUFFICIENCY OF TENDER

The tenderer shall satisfy itself before tendering, as to the correctness and sufficiency of its tender for the project. The tenderer shall ensure that the rates and prices it has stated in the schedules cover all the obligations included in the tender and sufficient for the proper completion of the project.

12 TENDERER'S CONDITION

All tenderer's shall be deemed to have waived, renounced and abandoned any terms and conditions printed or written upon any stationery used by the tenderer for the purpose of, or in connection with the submission of this tender.

13 DISQUALIFICATION

Respondents are advised that should there be any contact with ELIDZ staff and the Adjudication Team which could in any way be seen or deemed to constitute a conflict of interest, bribe or otherwise influence the process and the outcome thereof, will result in immediate disqualification.

It must be stressed that any queries relating to this tender must be in writing and within the period of one week from the date of the briefing session, and must be addressed to the Project Manager only. Respondents are not to communicate in any manner or form whatsoever with members of ELIDZ personnel about the RFP until the winning service provider has been selected and such selection has been formally communicated to the public. Any such communications by Respondents with ELIDZ personnel or with persons other than the Project Manager may prejudice a Respondent, and may lead to disqualification from consideration for selection. The ELIDZ cannot accept responsibility for the accuracy of any information obtained outside the formal communication process as stipulated.

Any misrepresentation, in particular as it relates to the truthfulness of involvement of HDI's at both ownership level, management and operational level will also result in immediate disqualification.

14 SHERQ COMPLIANCE

Before starting work, the successful service providers must produce the following for approval:

1. Project specific Safety, Health & Environmental (SHE) Risk assessments as per Eskom DT Standard,

- a. SHE Risk assessments to include activity specific risks, service providers risk to the ELIDZ with Eskom and the ELIDZ with Eskom risk to them;
2. SHE plans and safe work procedures must be developed to respond to project specific activities as well as to identified risks as per Eskom standards: for example (waste management plans, fall protection plans etc.);
3. List of applicable PPE required;
4. Letters of Good standing with workman's compensation where applicable;
5. Applicable legal appointments - as required;
6. List of chemicals and related Material Safety Data Sheets;
7. Method Statements

All of the above minimum requirements together the SHEQ requirements in section C3.5 (Management) with the latest Eskom standard and regulatory requirements at the time of appointment, as outlined in Annexure 3 (Eskom OHS Standard) and Annexure 4 (Eskom EMP) must be included in a SHE file and where applicable, adhered to together with the following for Eskom's approval:

1. Copy of scope of work;
2. Copy of appointment;
3. PPE issue register;
4. Requisite training / competency certificates where applicable;
5. Medicals as applicable to the nature of the work (for example, there must be medicals for employees who will be working at heights to confirm that they are fit to work at heights);

15 ACCEPTANCE OF TENDER IN WHOLE OR IN PART

The ELIDZ reserves the right to accept the complete tender as submitted by the tenderer or alternatively, to accept only specific "areas of work" (or parts of "areas of work") of the tender as it sees fit.

Accordingly tenderer's are advised to ensure that all prices submitted against each "area of work" are sufficient to cover the tenderer's entire obligation as defined in these documents, required to provide each specific "area of work".

16 POPIA

By submitting this tender, the bidder hereby consents to providing the ELIDZ with personal information as provided in the Protection of Personal Information Act 2013 (POPIA).

The ELIDZ undertakes to:

1. It will take all reasonable steps and precautions to preserve the integrity of bidders Personal Information and to prevent any corruption or loss of such data.
2. It will not do any of the following: copy, compile, collect, collate, process, store, transfer, alter, delete, interfere with or in any other manner use the bidders Personal Information as described in the Act for any purpose other than with the express prior written consent of the bidder.
3. Utilize the personal information provided for the purposes of assessment of the tender submitted by the bidder and contracting with the successful bidder as the case may be.
4. It will immediately inform the bidder in writing if any Personal Information relating to it has been compromised. The ELIDZ undertakes to immediately inform the bidder in writing as to how it will manage such compromise and what steps will be taken to rectify the situation.
5. Due and reasonable care of the bidders personal information and not to share the said personal information with any third party unless you have authorised such disclosure or the release of such information is required by law.
6. At all times strictly comply with its obligations under Data Protection Legislation.
7. Subject to legislative, regulatory, contractual and other legitimate conditions, the respective bidder has certain rights in terms of how their information is processed. The bidder can request access to information or guidance on how to lodge a complaint from or direct a request to exercise afforded rights to the ELIDZ Information Officer, or his/her deputy/ies, or the Information Regulator.
8. It will maintain guidelines, policies or procedures for the retention or destruction of data and will retain it only as long as necessary for the identified purposes or to meet legal requirements or policies.
9. It shall implement and maintain, at its cost and expense, appropriate, reasonable technical and organisational measures to prevent loss of, damage to or unauthorised destruction of Personal Information and unlawful access to or Processing of Personal Information.

The ELIDZ shall not incur any liability for costs, loss or damage arising from the use of inaccurate or incomplete data provided by or on behalf of the bidder.

17 METHOD OF SUBMISSION

The RFP document will be available for download at no cost on **14 August 2026** at **12h00** (Noon) from the East London Industrial Development Zone website: www.elidz.co.za under Opportunities >> Tenders All tender documents are to be submitted online at <https://tenderportal.elidz.co.za>

No late tenders will be accepted.

Telegraphic, telephonic, telex, facsimile and e-mail tenders will not be accepted.

The ELIDZ reserves the right:

1. To negotiate with the successful tenderer and/or
2. modify the RFP's goods / service(s) and request Respondents to re-bid on any changes;

3. reject any Proposal which does not conform to instructions and specifications which are detailed herein;
4. disqualify Proposals submitted after the stated submission deadline;
5. disqualify Proposals submitted that do not meet the goods or services specifications;
6. disqualify Proposals submitted that do not meet the necessary functionality where required;
7. not necessarily accept the lowest priced Proposal;
8. reject all Proposals, if it so decides;
9. place an order in connection with this Proposal at any time after the RFP's closing date;
10. split the award of the order/s between more than one Supplier/Service Provider; or
11. make no award at all;
12. ELIDZ reserves the right not to award business to the highest scoring bidder/s where objective criteria justify the award to another bidder.
13. The ELIDZ does not bind itself to accept your (or any) proposal, nor will it disclose any information regarded as confidential.

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (SBD 8)

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions 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 disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 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 ☐	No ☐
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 ☐	No ☐

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 outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS 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

.....

Position

.....

Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION (SBD 9)

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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.
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.

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.

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

Declaration of Form of Offer and Acceptance

The Tenderer must declare that the Form of Offer and Acceptance in Envelope B “Financial Proposal” is completed and signed. Failure to complete and sign the declaration will render the tender non-responsive

Tenderer:

Name of Representative:

Telephone number:

Fax number:

Designation:

I, the authorised signatory of the Tenderer, hereby declare that the Form of Offer and Acceptance in Envelope B “Financial Proposal” is completed and signed.

Signature of Tenderer:

Date:

Document 9: Signed Declaration in Respect of Local Content

Declaration of National Treasury Designated Sectors Instruction No. 15 of 2016/2017 Stipulated Minimum Threshold of Conversion Processes for Local Production and Content for Steel Products in Components for Construction

The Tenderer must declare that they have complied with the abovementioned requirements and completed Part C2.7: SBD 6.2 in Envelope B "Financial Proposal". Failure to complete and sign the declaration will render the tender non-responsive.

Tenderer:	
Name of Representative:	
Telephone number:	
Fax number:	
Designation:	

I, the authorised signatory of the Tenderer, hereby declare that Part C2.7: SBD 6.2 in Envelope B "Financial Proposal" is completed and signed.

Name of Signatory	Capacity:
Signed on behalf of Tenderer:	Dated:



SECTION B: Requirements Specification

FOR THE PROVISION OF SUPPLY AND DELIVERY OF A 40MVA POWER TRANSFORMER AND
ASSOCIATED ELECTRICAL EQUIPMENT FOR THE ESKOM SUBSTATION AT THE ELIDZ

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1. Introduction

The East London Industrial Development Zone SOC Ltd operates the East London Industrial Development Zone (ELIDZ), an entity dedicated to helping manufacturers achieve global competitiveness. This is accomplished through the development and efficient management of a modern, purpose-built industrial location that offers a streamlined business environment enhanced by a range of supporting services. The ELIDZ is a greenfield development transforming over 400 hectares of prime land into a world-class industrial location.

The zone features six individually fenced sub-zones, each designed to meet specific manufacturing needs. It boasts excellent internal roads, including a newly built dual carriageway capable of accommodating both light and heavy vehicles, including 22m-long interlinks. All sites within the ELIDZ are fully serviced with access to utilities and ICT infrastructure and are in close proximity to key transport networks.

Located on Buffalo City's West Bank, adjacent to the East London port and airport, the ELIDZ is operational and currently hosts several manufacturers that supply products to both local and international markets. As the ELIDZ remains operational, tenders are invited from relevant service providers for the provision of various maintenance services on the premises.

2. Considerations

2.1. Requirements Considerations

The score achieved for quality functionality will be assessed using the following criteria, each of which will be scored individually up to the maximum number of points indicated (failure to submit the relevant information will result in zero score for that section).

FUNCTIONALITY EVALUATION MATRIX

DETAILED BREAKDOWN OF FUNCTIONALITY POINTS			
Details		SCORE	MAXIMUM SCORE
Criteria 1. Applicant's Expertise and Resources			50
1.1 Project Manager			25
Experience	Submit a Curriculum vitae on the following:		15
	The Project Manager has in excess of 10 years' relevant work experience.	15	
	The Project Manager has between 8 and 10 years' relevant work experience.	10	
	The Project Manager has between 6 and 8 years' relevant work experience.	5	
Qualification	Submit certified certificates on the following:		10
	Pr. CM Professional Registration Certificate (SACPCMP)	10	
	Project Management Qualification or PMP Certification.	5	
1.2 Engineer			25
Experience	Submit a Curriculum vitae on the following:		15
	The Engineer has an excess. of 15 years' relevant work experience	15	
	The Engineer has between 10 and 15 years work experience 2	10	
	The Engineer has less than 10 years' relevant work experience	5	

Qualification	Submit certified certificates on the following:		
	Degree (B-TECH, B-ENG or BSC) or equivalent in Electrical Engineering or above with professional registration (Pr. Eng/Pr Tech Eng).	10	10
	Degree (B-TECH, B-ENG or BSC) or equivalent in Electrical Engineering only.	5	
Criteria 2. Relevant Company Experience			20
2.1. Relevant Experience			
Attach a proof of similar size (132kV/11kV 40MVA) HV Substation construction projects completed for Eskom. This proof can be completion of the entire substation, supply and installation or only procurement of long lead materials only. A maximum average of 5 points can be scored for each confirmed similar project in progress or carried out in the past 5 years (Form in Annexure 2 to be completed for each project with an accompanied reference letter to score a maximum 20 points)		20	20
Criteria 3. Methodology Statement (Maximum 10 Pages)			
Any detection with the use of AI related platforms to create this methodology will result in a score of zero where relevant.			25
3.1. Procurement and Expediting Strategy : Provide a detailed procurement plan including: Sourcing approved Eskom supplier approach, engagement with Eskom-approved or OEM-qualified manufacturers, expediting schedule tied to overall project programme, and escalation procedures for delays. Must reference long-lead items specifically (transformer, isolators, breakers, CT's. etc).		5	5
3.2 Quality Management and Factory Acceptance Testing (FAT) : Bidder must describe the Inspection and Test Plant development key notes, FAT attendance policy (including Employer representative access), NCR management, and certification requirements (SANS, IEC, Eskom specifications). Specific reference to transformer FAT and switchgear type-test certificates required.		5	5
3.3 Logistics, Delivery, and Handover to Installing Contractor (Principal Contractor): Bidder must describe the transport and delivery plan for oversized/heavy equipment (transformers), off-loading requirements, site delivery interface with installing contractor, receiving inspection procedure, and damage/shortage claims process.		5	5
3.4 Risk Management and Lead Time Scheduling : Bidder must provide a lead time schedule for all long-lead items mapped to a project programme, identification of supply chain risks (import duties, forex exposure, manufacturer capacity), and proposed mitigation measures. A table or Gantt-style schedule is required		10	10
Criteria 4. Health and Safety			5

4.1 Attach OHS Officer CV and proof of relevant SHE construction training.	5	5
	Total Points Scored	Maximum Points
TOTAL EVALUATION SCORE FOR FUNCTIONALITY		100
PERCENTAGE POINTS SCORED	%	100%

NB: Minimum points required to proceed to the next evaluation phase is 70 out of 100.

2.2. Financial Considerations

Payment milestones will be monthly for services as executed and once off upon delivery of all the materials when they are delivered to site as per the date agreed upon in the service level agreement. A 5 % retention will remain on the contract for two years from the date of installation of the materials and will be paid upon final completion signed off by the Engineer (Employers Agent) and Eskom. A 10% performance guarantee will be applied to this contract and will be released only upon successful delivery of the equipment to site with formal handover and ceding recorded.

2.3. Time Constraints

The East London Industrial Development Zone would like this project to commence within 14 days after the signing of the service level agreement. The contractors Performance guarantee. OHS file, Environmental file and programme shall be furnished to the client and approved prior to commencement. Delivery of all materials to site shall be completed within 9 months from the date of appointment.

2.4. Area of Service and Facilities

The delivery of services will be required at ELIDZ, Lower Chester Road, Sunnyridge, East London. The equipment shall be delivered to the Eskom Leaches Bay Substation on Chester Road, Siyakha, East London (Coordinates: 33°03'05.1"S; 27°50'47.7"E). The substation locality can be found on the google link <https://maps.app.goo.gl/fhyo6RopCqjWESLA6>

3. Detailed Requirements

3.1. Scope

C3.1.1 Employer's Objectives

The East London Industrial Development Zone SOC Ltd (ELIDZ) is the duly appointed operator of the East London Industrial Development Zone, and as such has an obligation to ensure that the various facilities and services that they own and control are at all times fully operational and able to perform the function for which they were intended.

Accordingly, the ELIDZ has a need to enter into contracts with suitable service providers who are able to supply, coordinate and deliver long lead materials to the Eskom Leaches Bay Substation Site. The Materials supplied will support the the Eskom Leaches Bay existing substation upgrade to include a Third transformer bay with a capacity of 40MVA and subsequently, assist in achieving an end state 40MVA firm power supply capacity to the ELIDZ.

C3.1.2 Overview of the Works

Leaches Bay Substation is an existing substation and currently equipped with 2x20MVA 132/11kV Transformer and has been initially designed to accommodate an additional 132/11kV, 40MVA Third Transformer which could ultimately provide a firm 80MVA 11kV supply capacity. The 11kV MV network feeds the ELIDZ Leaches Bay substation and currently, has Fourteen 11kV Feeder capacity on the switchboard (SBV3s). Twelve (12) Feeders are utilised to supply ELIDZ and Two Feeders to supply Buffalo City Metro (BCM) load, therefore leaving no spare feeders. The current ELIDZ electrical network is divided into Four supply zones with limited interconnection between them. Each zone has a dedicated switching station from which all its MV/LV substations are connected. Zone 1A has two switching stations due to its high electricity demand and available land still to be developed. This project is required to allow Leaches Bay substation to supply the additional load demand through its 11kV feeders to the ELIDZ as outlined in the customer's application. For Leaches Bay to supply additional load to the ELIDZ, the present design suits for the establishment of a 40MVA transformer at the spare transformer bay.

The Leaches Bay 132/11kV existing substation will be upgraded to accommodate a 40MVA firm power requirements of the East London Industrial Development Zone. An installation contractor (Principal Contractor) was appointed to complete the full installation and supply of the secondary equipment with short lead materials.

The holistic project scope of works of the upgrade is to increase the power capacity of ELIDZ through establishing a Third 132/11kV Transformer Bay as shown on D-EC-1973 Sheet 1A Rev 7, Sheet 7 Rev 1 and Sheet 8 Rev 1 including the extension of the existing 132kV Tubular busbar and the installation of the 2x132kV busbar isolators. In addition to the above-mentioned primary plant works, the scope is to install cables from the transformer cable end support to the 11kV Indoor feeder panel, extend Leaches Bay MV Internal Switchboard to include additional 1x11kV 2500A incoming feeder, 1x11kV 2500A bus section and 2x11kV 2500A outgoing transfer switch feeder breaker as detailed on D-EC-1973 Sheet 1D Rev 0.

Currently, there are Fourteen outgoing Feeders, Two 11kV incomers and One 11kV Bus-Section at the substation. The 3CF-4100F scheme will be implemented on the new panels and will be modified to work with indoor breakers. The transformer will utilise a 5TM-3100 protection scheme which will be integrated with the 5JB-3200 scheme. The service provider should go through the issued BOQ, drawings and Eskom specifications to get a deep understanding of the detailed scope of work and materials to be supplied as enlisted on Annexure 5.

C3.1.3 Extent of works

The scope of works for this contract comprises of the supply, delivery and coordination of all long leads materials required for the completion of the Eskom Leaches Bay 132/11kV 40MVA Capacity Upgrade. The primary equipment to be supplied, delivered to site and placed in position as part of the scope of works is as follows:

- 1x 132kV 3150A 40kA 110VDC 31 Breaker three pole (CB6)
- 3x 132kV 132kV 2500A 40kA 2P2M2B1600 31 Current transformers (CT19-CT21)
- 1x 132kV 2500 A 40kA HAND OES 31 Isolator standard (IS15)
- 1x 132kV 2500 A 40 KA INLHAND 31 Isolator inline (IS16):
- 3x 132kV MCOV 84kV 31 Surge arrestors (SA25-SA27)
- 10x 132kV STN POST C4-550 Post insulators (PI25-PI27, TB11-TB14 & RC5-RC6)
- 1x 132/11kV 40MVA OLTC (SI) YNd1 31 Two winding Transformer (T3)

- 6x 11kV 11kV MCOV 12kV 31 Surge arrestors (SA28-SA33)
- 1x 11kV 360A 31 NEC/NER/AUX TFR (NEC3)
- 1x 22kV 2500A 31.5kA H/O OES 110 VDC Isolator (IS17)
- 6x 66kV STN POST C4-325 Post insulators (CSE3)
- Various Clamps, Spacers, Jumpers, Aluminum tubes, Lugs and Ancillaries with related services as outlined.
- Provision for SHEQ File and OHS Officer.
- Coordination Services.

All equipment for this project to be supplied to Eskom specifications and standards. The Warranties and Guarantees for all equipment are to be for a minimum period of 24 months from installation. All works to be in accordance with the applicable South African codes, local codes and ordinances, Eskom specific equipment Sapp no. applicable for ordering.

The service provider should go through the issued BOQ, drawings and Eskom specifications to get a deep understanding of the detailed scope of work and materials to be supplied as enlisted on **Annexure 5**.

Any deviations and/or additions considered advisable by a tenderer in view of the contemplated duty of the set should be clearly indicated in the tender and included in this tender. All work includes transport of equipment to site.

The quantities shall not be interpreted as indicating the overall scope of work to be undertaken under the contract, and the ELIDZ representative otherwise known in this contract as the Engineer (Employers Agent) shall instruct the Service Provider as to the actual extent of work to be carried out under each billed item. The delivery is to be completed within the stipulated period. All equipment is to be Eskom approved.

Testing, Pre-commission and Commission Scope:

- Factory Acceptance Tests are to be carried out for all equipment with provision to transport Eskom Engineers to the OEM Facility.
- Equipment transported such be fitted with an electronic impact recorder which shall log from departure to arrival on site and removed when placed into position.

The abovementioned materials to be supplied is a high-level description(scope) and the details may be found on Annexure 5 which is the Eskom functional detailed design package (specifications & Drawings) which the Service Provider must essentially price on for this contract for the long lead materials. The service provider is to ensure that the pricing includes related equipment accessories to ensure that each material is fully complete and ready to be placed on site for connection and commissioning only.

C3.1.4 Temporary Works

The provision of any temporary works of whatever nature, required for execution of the scheduled items, shall be the responsibility of the service provider, and the cost thereof shall be included in the rates for the respective items of work.

3.2. ENGINEERING

Design

Works designed by, per design stage:

Concept, feasibility and overall process	Engineer
Basic engineering and detail layouts to bid stage	Engineer
Final design to be approved for construction stage	Engineer**

Temporary works
Preparation of as-built drawings

Service Provider
Service Provider

Employer's Design

The permanent works included in this contract has been designed by the Employer. The engineer has prepared detailed layout drawings and single line diagrams which he believes adequately address the clients' requirements and site limitations. The detail of the works is indicated on the drawings and in the specifications.

Drawings

The Service Provider shall use only the dimensions stated in figures on the Engineers Drawings in setting out the Works, and dimensions shall not be scaled from the Drawings, unless required by the Engineer. The Engineer will, on the request of the Service Provider in accordance with the provisions of the Conditions of Contract, provide such dimensions as may have been omitted from the Drawings.

All materials (Equipment) drawings provided by the Service Provider shall be of an appropriate engineering standard and to the approval of the Engineer. The Service Provider shall keep and maintain an up-to-date drawing register of these drawings. The Drawings prepared by the Employer for the permanent Works are tabulated below:

Drawing Number	Title Description	Rev No.
D-EC-1973-1A	Station Electric Diagram	5
D-EC-1973-1B	Station Electric Diagram -Transformer 1 Incomer	5
D-EC-1973-1C	Station Electric Diagram -Transformer 2 Incomer	4
D-EC-1973-1D	Station Electric Diagram -Transformer 3 Incomer	0
D-EC-1973-2	Site Plan & Future Extension	1
D-EC-1973-4	Earth mat Layout	1
D-EC-1973-5	Foundation layout	2
D-EC-1973-6	Steelwork Layout	1
D-EC-1973-7	Electrical Equipment Layout	1
D-EC-1973-12	Trench & Fence Layout	1
D-SR-121-03	Control Building Switchgear Room and Relay Room Panel Arrangement	1

Refer to all drawings and provided under the **Eskom functional detailed design package on Annexure 5**.

The Employer reserves the right to issue amended and/or provide additional drawings during the Contract.

Information Issued at Award Stage to Successful Tenderer

Accessible data of full detailed design package from Eskom with Construction drawings will be issued upon award.,

3.3. PROCUREMENT

C3.3.1 Procurement Principles

The Employer decided to adopt the Standard of Uniformity in Construction Procurement published by the Construction Industry Development Board (CIDB) for his procurement process.

The Standard for Uniformity in Construction Procurement establishes minimum requirements that:

- Promote cost efficiencies through the adoption of a uniform structure for procurement documents, standard component documents and generic solicitation procedures;
- Provide transparent, fair and equitable procurement methods and procedures in critical areas in the solicitation process;
- Ensure that the forms of contract that are used are fair and equitable for all the parties to a contract; and
- Enable risk, responsibilities and obligations to be clearly identified.

Service Providers Personnel

The Service Provider shall limit the utilisation of his permanently employed personnel to that of key personnel only on the Works, as defined below, and shall execute and complete the Works utilising a temporary workforce employed directly by the Service Provider and/or by his sub-contractors, using the assistance of the Labour Desk(s), from the various communities that are established in proximity to the Works or which will be consumers from the Scheme.

Without derogating from the Service Providers obligations to complete the Works within the specified time for completion in terms of the General Conditions of Contract, the numbers in each category of the Service Providers key personnel, as stated by the Service Provider in the Returnable Schedules, will be strictly controlled during the contract period and any increase in numbers will be subject to the prior approval of the Employer.

Key personnel means all contracts managers, site agents, site clerks, materials and survey technicians, quantity surveyors, trainers, supervisors, foremen, skilled plant operators, brick layers, welders, shutter hands and the like, and all other personnel in the permanent employ of the Service Provider or his sub-contractors who possess special skills, and/or who play key roles within the Service Providers or his subcontractor's operations.

The Engineer may at his discretion, upon receipt of a written and fully motivated application from the Service Provider, and where he deems the circumstances so warrant, authorise in writing that the Service Provider may utilise in the execution of the Works, workers not being his key personnel but who are in his permanent employ. Without limiting the generality of application of this sub-clause, circumstances which may be considered by the Engineer to warrant authorization of the use of the Service Providers permanent employees other than key personnel, include:

- a) The unavailability from local sources of sufficient numbers of temporary workers and/or sub-contractors to execute the Works, provided always that the Service Provider has satisfied the Engineer that he has exercised his best endeavours and taken all reasonable actions to recruit sufficient temporary workers and sub-contractors from local sources.
- b) The unavailability within the temporary worker pool and/or from subcontractor sources available to the Service Provider in terms of the Contract, of sufficient skills necessary to execute the Works or specific portions thereof, in situations where the completion period allowed in the Contract is insufficient to facilitate the creation of the necessary skills through the provision of suitable training as contemplated in the Contract.
- c) Any other circumstances which the Engineer may deem as constituting a warrant.

Temporary Workforce

The Service Provider shall employ labour from the local communities. Accordingly, the workforce that is employed on Site shall consist of local residents, except for approved key staff in the permanent employ of the Service Provider, to the maximum extent that is compatible with the requirements of Clause 2.3.2.

The Service Provider shall assist in identifying available local labour and, where available, semi-skilled labour as well as local sub-contractors.

Although the Service Provider shall adhere to the statutory minimum wage rates, he is however at liberty to negotiate additional incentive payments based on performance.

A contract of employment or subcontract should be signed between the Service Provider and each of his employees or sub-contractors, as the case may be. Likewise contracts of employment must be entered into between each such sub-contractor, and each of the specific subcontractor's employees. Employment and subcontract agreements shall make clear reference to at least the following conditions:

- The minimum agreed wage rate per hour in respect of labourers;
- The agreed pay rate per unit of production where applicable;
- UIF and WCA payments;
- Minimum working hours per day;
- Start and end times of a daily shift;
- Lunch break times;
- Company Policy regarding :
 - Rain time
 - Sickness and absenteeism
 - Disciplinary matters
 - Grievances
- Method and frequency of payment;
- Date of Payslips.
- Work clothes and safety equipment to be issued.

Labour Intensive Construction

Labour Intensive Construction shall mean the economically efficient employment of as great a portion of labour as is technically feasible to produce a standard of construction as demanded by the Specifications with completion by the Due Completion Date, thus the effective substitution of labour for equipment. The provision of any temporary works of whatever nature, required for execution of the scheduled items, shall be the responsibility of the Service Provider, and the cost thereof shall be included in the rates for the respective items of work.

Appropriate portions of the Works included in the Contract shall be executed using labour intensive construction methods. These portions of the Works shall be constructed utilising only locally employed labour and/or the labour of local sub-contractors, supplemented to the extent necessary and unavoidable by the Service Providers key personnel as provided for in clause 2.3.2, unless otherwise instructed by the Engineer. The locally employed labour should be resourced from the local labour desk based in the vicinity of the site. The portions of the Works to be executed using labour intensive construction methods are:

- clearing and grubbing of the Site;
- dismantling and re-erection of fences; and
- cleaning and tidying up of the Site.
- Assisting with the unloading of materials in a safe manner where applicable.

In respect of those portions of works which are not listed above, the construction methods adopted and plant utilised shall be at the discretion of the Service Provider, provided always that the construction methods adopted and plant utilised by the Service Providers are appropriate in respect of the nature of the Works to be executed and the standards to be achieved in terms of the Contract.

Handover

The Service provide on this contract scope is to ensure that the equipment is handed over to the appointed Principal Contractor on site. A formal process is to be followed to document the handover with the transportation impact recorder reports, defects list and applicable delivery receipts signed by all parties. All warranties and guarantees shall be transferred to Eskom on site. However, this will not be indemnifying the service provider on this scope from honouring the OEM Warranties and Guarantees and supporting Eskom until the warranties and guarantee periods have lapsed. The Handover is to also include a close out file of all the relevant Test Certificates and Quality Assurance and Quality Control Documentation.

Proof of Compliance with the Law

Service Provider to abide by all relevant and applicable legislation / s and all applicable regulations pertaining to the required services and site.

Meetings frequency for Procurement Period

Work Order or the check list will be kept for the following.

- Inception meeting
- Monthly progress reports
- Handover meeting

C3.3.2 Subcontracting

The Service Provider shall appoint such authorities and/or specialist subcontractors and suppliers as may be designated or nominated by the Employer or the Engineer for those portions of the Works specified in the Scope of Works. The Service Provider will be governed by the policies and procedures of the local municipality for the procurement of services.

The Service Providers shall sub-let to local emerging sub-contractors' appropriate portions of the works that are designated in 2.3.4 as being reserved for labour intensive construction methods.

As required by the Conditions of Contract, the Service Providers shall be responsible for all work carried out by sub- Service Providers (whether nominated by the Employer or selected by the Service Providers) on his behalf. The Engineer will not liaise directly with any such sub-contractor, nor will he become involved in any problems and/or disputes related to payments, programming, workmanship, etc, unless provided for in the Conditions of Contract. Such problems and/or disputes shall remain the sole concern of the Service Providers and his sub-contractors. The subcontractors must be from within the local community unless the works are specialised and the skill set cannot be found within the community, then only will the Service Providers be permitted to source a subcontractor externally subject to the client's approval.

3.4. CONSTRUCTION

C3.4.1 Standard Specifications

The Standard Specifications on which this contract is based are the South African Bureau of Standard's Standardized Specifications for Civil Engineering Construction (SABS 1200). (Note: "SABS has been changed to "SANS"; the SABS 1200 specifications are due to be replaced in the foreseeable future by SANS 2001 amongst other specifications). Where name "Contractor" is used in SANS or related standards, it will be replaced with "Service Provider".

Although not bound in nor issued with this Document, the relevant sections of the standard specifications shall form part of this Contract. These documents are available at the Service Providers expense from the SA Bureau of Standards, Private Bag X191, PRETORIA, 0001. The standard specification applicable to this contract is as follows:

SABS 1200 A - Standardized specifications for civil engineering construction – General.

SABS 1200 AA - Standardized specifications for civil engineering construction – General (small works).

C3.4.2 VARIATIONS AND ADDITIONAL CLAUSES TO THE STANDARD AND PARTICULAR SPECIFICATIONS

The following variations and additions to the Standard and Particular Specifications will be applicable to this Contract:

The various documents listed in section 2.2.4.2 shall be treated as mutually explanatory. However, should any requirement of section 2.2.4.3 conflict with any requirement of the Standardised Specifications or with any requirement of the Particular Specifications, then the requirement of section 2.2.4.3 shall prevail.

All standards and specifications are subject to revision, and Tenderers are encouraged to investigate and apply the most recent editions of the standards comprising of Eskom DT Standards, IEC, ISO and SANS standards for substation and control systems which is not limited to as per the tabulated below:

Document No.	Rev N	Description	Attached (Y/N)
SCSASABK3	0	Generic Substation Design	N
IEEE 81	-	Hot dip galvanized coatings on fabricated iron and steel articles – Specifications and test methods	N
SANS 10103	-	The measurement and rating of environmental noise with respect to annoyance and to speech	N
SANS 10164	-	Detailing of steel reinforcement for concrete	N
SANS 10199	-	The structural use of masonry – All parts	N
SANS 10400-T	-	The design and installation of an earth electrode	N
SANS 60815	-	Selection and dimensioning of high-voltage insulators intended for use in polluted conditions – All parts	N
32-95	-	Environmental, Occupational Health and Safety Incident Management Procedure	N
34-195	-	Standard Drawing Practice for Cad Users in the Power Plant and Control Plant Technologies Environments and for Electrification Networks	N
240-120804300	-	Standard for the labelling of electrical equipment within Eskom wires networks	N
SANS 121:2011 or ISO 1461:2009	-	Hot dip (Galvanized) zinc coatings (other than on continuously zinc-coated sheet and wire	N
DPC 34-333	1	Health and Safety requirements to be met by Principal Contractor employed by Eskom Distribution.	N
DISASAAQ1	5	hold point checking of distribution substation construction before handing over for commercial operation	
SABS 1186	-	Symbolic safety signs.	N
SABS 0164	-	The structural use of masonry. – All parts.	N
SANS 60060-1	-	General -definitions and test requirements	N
ESKPBA99	-	Environmental impact assessment policy.	N
ESKPVAAL7:	-	Environmental impact assessment procedure.	N
DST_34-195	-	Distribution group's specific requirements for standard drawing practice for substation design layout.	
240-72597722	-	Environmental Impact Assessment for Distribution Activities	N
240-75660336	-	Substation and Network Equipment Label Specification	N
240-87605434	-	Quality Checklist for Distribution Substation Primary Plant Prior to Handing Over for Commercial Operation	N
240-120804300	-	Standard for the Labelling of Electrical Equipment within Eskom Wires Networks	N

National and International Standards

SANS 1411	Materials of insulated electric cables and flexible cords.
SANS 1507	Electric cables with extruded solid dielectric insulation for fixed installations (all parts)
SANS 1885	Rules for application of standard wire numbering ANNEX A
SANS 121:2011	Hot dip galvanized coatings on fabricated iron and steel articles.

Additionally, the bidder is to ensure compliance with the Occupational Health and Safety Act 85 of 1993 and the relevant regulations of the Buffalo City Municipality and the latest Eskom DT Standards.

PSA GENERAL (SANS 1200 A)

PSA1 QUALITY

All material used in the Works shall, where such mark has been awarded for a specific type of material, bear the SABS mark. Alternatively, the Service Provider shall furnish the Engineer with certificates of compliance of materials, which bear the official mark of the appropriate standard.

PSA2 PLANT

Except where the use of plant is essential in order to meet the specified requirements by the Due Completion Date, the Service Provider shall use only hand tools and equipment in the construction of those portion(s) of the Works that are required in terms of the Scope of Works to be constructed using labour intensive construction methods. All construction equipment required for the project shall be provided by the Service Provider. All equipment shall be fit for purpose and where applicable carry the necessary certification that it has been inspected and maintained in accordance with the OHS Act i.e. all hydraulic lifting equipment.

PSA3 ADJUSTMENT OF PRELIMINARY AND GENERAL TIME-RELATED ITEMS (Clause 8.2.2)

PSA3.1 Replace the note on the end of the clause with the following:

Note: An approved extension of time shall not necessary qualify the Service Provider to receive additional payment for each relevant time related item at the original tendered unit rate for such item. Should the Engineer grant extension of time with additional payment, the additional payment will be calculated pro rata to the extension of time in relation to the time for achieving Practical Completion for the Works at the date when the agreement came into effect.

PSA3.2 Should the Time for Completion be automatically extended due to abnormal weather conditions occurring during execution of the Contract as provided for in the Conditions of Contract, adjustment to the total for time-related preliminary and general items will not be applicable as specified in Clause PSA4.1.

PSA4 HEALTH AND SAFETY

The maintenance of safe work practice at all times and in all sections of the execution of the works is embedded in the day to day site activities of all the Service Providers management, staff and workforce on the contract.

The introduction of the Construction Regulations in 2014 requires from the Employer to ensure that the Service Provider has made adequate provision for the execution of the works within the specifications of said regulations. The Service Provider shall comply to the Health and Safety Specification outlined as per Eskom OHS standards and bound into **Annexure 3** of this document.

It must be noted that the lists below are not exhaustive and that many items have been traditionally priced

by the Service Provider as an integral part of his Preliminary and General items or as part of the overhead costs of other items. The tender document, although not detailed with regards the Construction Regulations, requires that the Service Provider ensures adherence to the Occupational Health and Safety Act (Act 85 of 1993) the Construction Regulations, 2014.

PSA5.1 Fixed-charge Items

Monthly Progress Payment Certificates shall be submitted to the Engineer's Representative on Site not later than the 20th of each month (or as agreed between the Service Provider and the Engineer). All quantity calculations and certificates submitted by the Service Provider for checking shall be in accordance with the standard forms supplied by the Engineer. Service Providers monthly invoice shall only be issued after acceptance of claim by Engineer. All quantity calculations and certificates submitted by the Service Provider for checking shall be in accordance with the standard forms supplied by the Engineer. Claims shall be a measured and no forecast claims shall be accepted.

Add the following new Clause (Clause 8.3.5):

Compliance with the Occupational Health and Safety Act (Act 85 of 1993) and its regulations and with the Employer's and Eskom's Health and Safety Specifications.	<u>Unit</u> Sum
--	------------------------

The fixed charge item shall include but shall not be limited to the following:

- Preparation of Health and Safety Plan,
- Establishment of Health and Safety File,
- Health and Safety Training
- Personal Protective Clothing and Equipment
- Establishment of Safety Administration
- Signage to demarcate site as a restricted construction area
- Other Health and Safety Fixed-charge Obligations

PSA5.2 Time-related Items

Add the following new Clause (Clause 8.4.6):

Compliance with the Occupational Health and Safety Act. (Act 85 of 1993) and its regulations and with the Employer's Health and Safety Specifications.	<u>Unit</u> Sum
--	------------------------

The time related item shall include but shall not be limited to the following:

- The employment cost of all health and safety personnel including consultants, health and safety officers, inspectors, supervisors and issuers required in terms of the Service Providers Health and Safety Plan,
- Updating the Health and Safety Plan as needed,
- Carrying out of periodic own audits and follow-up audits,
- Compiling ongoing risk assessments and risk assessment reports as required by the Works,
- Convening of regular safety meetings with the Safety Representatives,
- Accompanying and supporting the Employer or his Safety Agent during ad hoc audits,
- Compilation of monthly safety reports and statistics for the Employer or his Safety Agent,

- Implementation and maintenance of Training
- Maintenance of personal protective clothing and equipment
- Maintenance of fences, signs and barricades
- Access control to construction site
- Implementation and maintenance of safety administration
- Other Health and Safety Time-related Obligations

PSA6 ENVIRONMENTAL MANAGEMENT PLAN

According to the NEMA regulations, the Service Provider should comply with the Environmental Authorisation (RoD), the Environmental Management Plan (EMP) as well as Best Practices. The Service Provider shall comply with all the conditions of the Environmental Agents (MDA) requirements as the EMP is still in process. The Service Provider is to adhere to environmental control officers requirements. The EMP report for this project is in Annexure 4.

PSA6.1 Fixed-Charge Items

Add the following Clause (Clause 8.3.7):

Compliance with Environmental Management Plan and Record of Decision

Unit
Sum

The sum tendered shall cover all costs, overheads, profits and charges incurred in complying with all the conditions of the Environmental Management Plan and Record of Decision bound.

PSA6.2 Time-related Items

Add the following Clause (Clause 8.4.8):

Compliance with Environmental Management Plan and Record of Decision

Unit
Sum

The sum tendered shall cover all costs, overheads, profits and charges incurred in complying with all the conditions of the Environmental Management Plan and Record of Decision bound.

PSA7 SUMS STATED PROVISIONALLY (Clause 8.5)

PSA7.1 Contract Price Adjustment

A Provisional Sum shall be included in the Summary of Schedules for Contract Price Adjustment. No percentage mark-up will be applicable to any payments made using contingency money other than the mark up included in prices for variations determined in terms of the Conditions of Contract. The Contract Price Adjustment will **not be allowed** for the increases relevant to the CPI index.

PSA7.2 Contingencies

A Provisional Sum shall be included in the Summary of Schedules for contingencies. No percentage mark-up will be applicable to any payments made using contingency money other than the mark up included in prices for variations determined in terms of the Conditions of Contract. The Provisional Sum will only be allowed for additional scope of works and is subject to the Engineers (Employers Agent) approval. The provision sums have been allocated :

- B.1 – Management and coordination fees for assistance by the principal contractor to this contract to ensure the materials are received as per the Eskom standards and requirements coupled with assisting where OEM coordination for warranties and guarantees is required for the defects and liability period.
- B.2 – Accredited and approved training courses for selected personnel, locals and the client as required.
- B.3 – Grading of access road/Specialised rigging of access road to deliver materials as required.

3.5. MANAGEMENT

Management of The Works

a) Planning and Programming

Within 14 days of the Commencement Date and prior to commencement of any operations on site, the Service Provider shall prepare and submit to the Engineer a Project Plan that provides full details of the sequence and timing of the scheduled activities required in terms of the contract. This shall cover the entire contract period, and shall be amended and revised as necessary until approved by the Engineer.

In addition, one week before the end of each month, the Service Provider shall submit a list of work to be carried out during the following month, together with the anticipated expenditure, using the relevant items from the Bills of Quantities. The list shall include both scheduled activity items and unscheduled additional work items as requested by the Engineer and shall form the basis of the work to be carried out.

b) Sequence of the Works

The sequence of work shall be carried out strictly in accordance with the existing principal contractors project plan and monthly schedules as detailed above.

All works where system outages are required will have to be formally corresponded 6 weeks in advance to the ELIDZ representative otherwise known in this contract as the Engineer.

c) Methods and Procedures

Prior to the commencement of any work on the site the service provider shall submit method statements for each activity that he is required to undertake. The method statements shall be submitted to the Engineer for approval at least 10 days prior to the scheduled start of the activity. The method statements shall set out the procedures to be followed in carrying out the activity and shall include details of compliance with Occupational Health and Safety. This method statement should also include Environmental aspects where applicable.

The Service Provider shall ensure that his staff and workers are properly trained in the safe and effective use of any equipment, plant or materials necessary to undertake the work.

d) Quality Control

The Service Provider shall ensure that the appearance of his staff is neat and tidy, and he shall provide them with appropriate and easily identifiable uniforms, preferably with the Service Providers logo, to enable them to be recognised at all times while on site.

The Service Provider shall provide whatever samples of materials are required for approval prior to commencement and shall undertake all necessary tests that are required in terms of the applicable specification to ensure that his workmanship meets the required standard.

e) **Other Service Providers**

Various other maintenance activities and construction contracts will be underway concurrently with this contract. The Service Provider may be required to co-ordinate his activities together with the activities of the other Service Providers, and shall be notified of specific requirements by the Engineer.

f) **Testing, Completion, Commissioning**

Each separate activity included in the contract shall be fully tested and independently commissioned on completion and shall immediately thereafter be made available for use by the ELIDZ or Eskom. The tests are to comply the standard tests recommend by the IEC , Eskom DT Standards and SANS. The Service Provider is to engage with the Engineer and Eskom Clerk of works to give notice for request for approval at various hold points in the project prior to proceeding to the next listed activity. All test results and Quality Control documentation are to form part of the close out report during handover.

g) **Communications**

All communication of whatever nature shall be through the Engineer. The procedure for call-outs shall be discussed and agreed between the Service Provider and the Engineer prior to commencement.

Categorisation of call-outs and relevant response times are described in clause b) above.

h) **Key Personnel**

Within 14 days of the Commencement Date and prior to commencement of any operations on site, the Service Provider shall submit to the Engineer detailed CV's of his key personnel together with their relevant contact details. Should the key personnel not be the same as those included in the tender submission, then the Service Provider shall be required to provide personnel with equivalent or better qualifications and experience.

i) **Management Meetings**

The Service Provider shall be required to attend a monthly meeting during which all aspects relating to the progress, scope, expenditure, OHS and general administration of the contract will be discussed. The Service Provider shall ensure that his representative at the meeting has the necessary understanding and authority to make decisions regarding these issues.

j) **Payments**

All payments to the Service Provider shall be by means of electronic transfer and the Service Provider shall provide his banking details to the Engineer for the Service Providers remuneration.

- The Service Provider shall draw up and submit his claim using the agreed quantities.
- The Engineer shall check the claim and certify the amount to be paid.

- The Service Provider shall provide a VAT invoice to the Engineer for the certified amount.
- The Engineer shall submit the claim, the VAT invoice and the payment certificate to the Employer.
- The Employer undertakes to make payment of all amounts due to the Service Provider within 30 days from receipt of an invoice from the Engineer.
- All invoices are to be submitted for the attention of the Clients Representative who will in turn deliver the authorized invoices to Accounts.
- Claims to be in to the engineer for evaluation by the 20th of each month to allow for sufficient time for processing of the claim for month end.

k) *Records*

The Service Provider shall be required to provide a detailed report following each scheduled progress inspection on an Excel spread sheet or Word document in both hard and electronic format. The report shall be in a format to be agreed with the Engineer and shall contain the following:

- A record of completed activities undertaken.
- Status Quo Equipment tracker outlining delivery dates for materials.
- OHS and Environmental Compliance Status Quo.

The report shall be submitted within seven days of the scheduled inspection. Eskom standards and procedures in terms of reporting shall be adhered to.

l) *Permits*

The Service Provider is required to obtain identity tags and access cards from the ELIDZ for all his staff that enter the site and also from Eskom. He shall make prior arrangements with the ELIDZ and Eskom to obtain the tags timeously, as no member of his staff shall be allowed on site without the identity tag clearly displayed. All permits required for the transportation of the goods or any other permits required shall be the onus of the Service Provider as part of this bid scope.

m) *Proof of Compliance with the Law*

The Service Provider shall be required to comply with all regulations and laws of whatever nature that are applicable to his operations throughout the duration of the contract, and shall produce documentary evidence when requested for all aspects, including, but not limited to:

- Valid proof of registration with the Compensation Commissioner
- Proof of registration for income tax and VAT
- Compliance with the Occupational Health and safety Act and Construction Regulations. Eskom additional OHS Regulations and Environmental regulations.

Health and Safety Requirements

Risk Analysis

The Service Provider shall perform a Risk Analysis to determine the severity of the risks exposed to during the course of this contract. In terms of the identified risk classification, preventative actions should be implemented. Included in this should be safe working procedures, etc.

The Risk Analysis should include all risks identified by the Service Provider; as well as a risk assessment of all work carried out from an elevated position. The Service Provider is also responsible to identify any other risks unique to the specific project that may not be part of the generic list supplied by Eskom.

Risks can be evaluated by using a risk assessment matrix.

Typical Risks

- Load equipment Injury/Damage/Loss
- Travel to/from worksite Injury/Damage/Loss
- Construction stands Injury/Damage/Loss
- Install equipment Injury/Damage/Loss
- Prepare equipment for installation (off site) Injury/Damage/Loss
- Do pre-commissioning (off site) Injury/Damage/Loss
- Commissioning (on site) Injury/Damage/Loss
- Poisonous or dangerous insects like bees, spiders etc. Injury/Damage
- Poisonous and / or dangerous animals, snakes, material or objects.
- Dangerous situations and terrain e.g. hijack area, restricted area etc.

Requirements for the Health and Safety File.

The Health and Safety file contains various documents that relates to the entire history of the project. The Service Provider should ensure that this file is kept up to date. On completion of the construction work, the Service Provider shall hand over the file to the Employer on request.

The Health and Safety file should contain the following folders, and relevant documents should be filed under these folders:

- A copy of the OHS Act, 1993 and its regulations.
- The Tunnelling Regulations as published under the Mine Health and Safety Act, 1996, in case of tunnelling being done.
- All agreements in terms of section 37(2) between the client and principle Service Provider.
- Tender documentation.
- Copies of all health and safety plans.
- Any other risk assessment not foreseen at the time the health and safety plan was done.
- All letters of appointment.
- Copy of notification of construction work.
- Inspection registers or checklists.
- Certificates of Compliance for electrical installations.
- Monthly audit reports.
- Drawings and Designs.
- Fall Protection plan.
- Detailed structural engineering survey of structures to be demolished.

- In case of scaffolding used: a certificate of a system design for suspended scaffolding together with proof that it was forwarded to the Department of Labour.
- Inspection records of designers.
- Safe work procedures.
- Evacuation plans

Acceptance of the Service Provider's Health and Safety Plan

Intervals for periodic audits:

The Employer may conduct periodic audits to ensure that the Service Providers Health and Safety Plan is implemented and maintained at the Construction site.

The Service Providers Agreement:

The Service Provider agrees to implement the Health and Safety Plan as outlined above and as stipulated in the Construction Regulations (2014). In addition the Service Provider undertakes maintain and to hand over a comprehensive Health and Safety File to the Employer on completion of the project, containing.

- Emergency contact details
- Medical records
- Maintenance records for Machinery and equipment
- Incident investigations reports and notifications thereof
- Annexure 2's (Incident recording forms)
- Material Safety Data Sheets of Chemicals
- Minutes of H&S Committee meetings
- Training Records
- Personal Protective Equipment Records
- Examination & test records of equipment

The above is not an exhaustive list. The Service Provider shall add any other documentation that is regarded as reasonable and relevant.

Risk Identified by Design:

At all instances, access to high-voltage apparatus and equipment must be strictly controlled; no person shall carry out work of any description, on any part of high-voltage apparatus, unless:

- those parts are opened and,
- those parts are isolated,
- all practical steps are taken to lock such apparatus off from all live conductors;
- safety tested,
- effectively and adequately connected to earth at all points of disconnection from supply to such apparatus,
- and earthed on both sides of the workplace;
- barricaded (screened off) to prevent danger – warning notices affixed;
- Released for work by the issue of a work permit.

The risk analysis and workers register must be completed in conjunction with the relevant Regulations to safeguard the continuity of supply and obey safety rules and operating regulations.

Risk Identified on site:

Every employee or service provider not authorized shall work under the authority of an authorized person and take reasonable care for the health and safety of him/her and other persons who may be affected by his acts or omissions, and obey the health and safety rules and procedures.

If any situation which is unsafe or unhealthy comes to his/her attention, as soon as possible or practicable, such situation must be reported to the authorized person.

Control must be exercised over system conditions and operating procedures at all times.

Possible risks for the Work at these points:

Before attempting any work at the designated substation or premises, care must be taken that the following steps are carried out:

- Trenches, care must be taken not to be injured in open trenches.
- Electricity: 220VAC points isolated before working on SCADA equipment.
- Open or loose electric wires.
- 132/88kV and 11kV points of operation.
- Ground level: For SCADA and DC projects nobody must leave ground level at any time.

Cardinal Rules:

- Any person who performs any work on the distribution network shall ensure that the network has been opened, isolated, tested and earthed as per the ORHVS. All work must be performed between two visible working earths. This rule shall exclude all work being performed as live work operation.
- Any person who must for any reason perform work higher than two meters above ground level must wear a fall arrest system, and be attached to an anchor point at all times.
- Any person driving a vehicle or being a passenger whilst busy with the performance of their duties will at all times wear the seatbelt provided in the vehicle.
- Any person driving a vehicle whilst busy with the performance of his/her duties will under no circumstances be under the influence of intoxicating liquor or drugs.

4. Response Format

4.1. Criteria 1. CVs of proposed key staff

- Project Manager's CV and relevant Qualifications
- Engineer's CV and relevant Qualifications

4.2. Criteria 2. Four (4) Completed Reference Forms (Annexure 2)

- Provide 4 relevant references on the ELIDZ forms template
- In the event the referee does not possess a company stamp. The referee should submit a letter on company letterhead confirming sign-off of ELIDZ forms template

4.3. Criteria 3. Implementation Methodology

- 10 Page Methodology as per the requirements in the Functionality Evaluation Matrix

4.4. Criteria 4. CV of OHS Officer

- Attach OHS Officer CV and proof of relevant SHE construction training.

4.5. Company Profile

- Maximum 10 Page Company profile.

4.6. Location Evidence

- Rates, utility bill or Company Lease document.

4.7. CIDB Grading Category

- Proof of Registration with the CIDB in the category 6EP or higher. Failure to confirm this will result in disqualification.

4.8. Eskom Approved Supplier

- Provide Eskom approved vendor number for Eskom Holdings SOC Ltd (Eastern Cape) confirming the service provider is an approved Eskom Contractor. Failure to confirm this will result in disqualification.

4.9. Electrical Contractors board of South Africa certificate

- Proof of registration.

The response format must cover the requirements as per the Functionality Evaluation Matrix.

Please forward any queries to: Anathi Mzantsi at the following contact details:

E-mail: anathi@elidz.co.za

Tel: (043) 702 8200

Fax: (043) 702 8251



ANNEXURE 1

PROCUREMENT HANDBOOK



ANNEXURE 2

REFERENCE LETTER FORM

Annexure 2
ELIDZ RFP –Details of previous similar work experience
(Include these forms, 1 for each project Reference)

PLEASE NOTE:

Similar work is determined by the contract period for _____

provided to a company on the following:

- The referees are to complete the entire Annexure 2 **(Part A & Part B)**.
- It is critical for the referees to include their signatures and company stamps in the spaces provided.
- It is critical for the referees to include their contact details to enable verification of the reference.
- The ELIDZ will not give scores for incomplete forms.
- (0 - for poor services received, 2 – for average services received, 3 - for good services received, 4 - for good services received, 5 - for excellent services received)
- Copies of this annexure is to be provided to at least 3 referees for completion and then returned by the respondent / tenderer as part of the RFP submission.

PART A

<u>Biographical Information</u>	
Company name of Respondent / tenderer:	
Company name of client / referee:	
Nature of business of company of client / referee:	
Location / address of client / referee:	
Company stamp of client / referee: In the event the referee does not possess a company stamp. The referee should submit a letter on company letterhead confirming sign-off of ELIDZ forms template	

Client / referee: Representative	
Client / referee: Representative - Contact details:	Cell: Landline: Alternate Number:
Client / referee: Representative - Signature	
<u>Contract Information</u>	
Description of the contract:	
Contract start date: date/month/year	
Contract end date: date/month/year	

Annexure 2 – Continued

PART B

Referee to score the attributes listed in the table below

Item	(0 - for poor services received, 2 – for average services received, 3 - for good services received, 4 - for good services received, 5 - for excellent services received)
A. Compliance with contract terms and conditions	
B. Overall rating of performance	
A + B = Total Score	



ANNEXURE 3

OHS REGULATIONS
(ESKOM)



ANNEXURE 4

CEMP
(ESKOM)



ANNEXURE 5

LEACHES BAY SUBSTATION UPGRADE 132-11KV TRFR 3 BAY DESIGN

(ESKOM)