



RAND WEST CITY LOCAL MUNICIPALITY

TENDER DOCUMENT

Bid No: RWCLM-3/003/2025-2026

Appointment of one to five (1-5) contractors for Construction, Maintenance and Repairs of (H.V/ M.V) Sub-station and Sub-stations transformers for a period of 36 months on as and when required basis.

Name of Tenderer : _____

Address : _____

Tel. Number : _____

Cell number : _____

Fax number : _____

E-mail : _____

Total Bid Amount (for 36 months) : _____

Special conditions of contract and required documentation



Special conditions of contract and required documentation

1. The following administrative documents must be submitted with the tender document and failure to submit either may lead to your submission being declared non-responsive:

- Valid Quotation for at least ninety (90) days from the closing date and must be inclusive of VAT if the bidder is a VAT vendor.
- A tax pin compliance certificate
- CSD registration summary report.
- Original BBBEE certificate, certified copy or a EME or QSE verified affidavit in the case of EMEs and QSEs. Failure to submit either will lead in the bidder scoring no points for BBBE or Specific Goals. Must be a consolidated certificate for Joint Ventures.
- To claim 20 points of specific goals:
 - bidders must demonstrate to have at least 51% black ownership and at least 51% female ownership either on the BBB-EE certificate, Sworn Affidavit-BBB-EE qualifying Small Enterprise-General, or CSD Registration Summary Report.
- Copies of Company Registration and certified ID copies of company managing directors.
- Completed MBD FORMS.
- A current municipal account statement reflecting the bidder is not in arrears for more than 3 months, or a valid lease agreement signed by both parties the lessee and lessor or SAPS affidavit stating that the bidder not obliged to pay municipal rates. Should a company have more than one director, all directors are required to submit their municipal accounts or lease agreements.
- The Rand West City Local Municipality has approved the authorisation of a 2% Corporate Social Responsibility (CSR) Levy inclusive of vat, to be deducted from all successful service providers that are doing business with RWCLM. The Rand West City Local Municipality Corporate Social Responsibility will cover initiatives such as
 1. Education
 2. Socio-economic development
 3. Sport, Arts, Culture and Recreation
 4. Differently abled persons, previously disadvantaged grouping and marginalised communities amongst others
 5. Other Corporate Social Responsibility Initiatives

NB: No bids will be considered from persons in the service of the state.

2. BIDDERS SHOULD ALSO TAKE NOTE OF THE FOLLOWING BID CONDITIONS:

- The Rand West City Local Municipality Supply Chain Management Policy will apply.
- The Rand West City Local Municipality does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the bid in whole or in part.
- Bids, which are late, incomplete, unsigned, faxed or sent electronically, will not be accepted.
- The latest General Conditions of Contract and any Special Conditions of Contract will apply.
- Where applicable the bid will be evaluated on local production content the minimum threshold as stipulated by the DTI in each designated sector will apply.
- For all procurement that exceed 10 million, (all application taxes included) bidders must submit the audited annual financial statements for the past three years.
- The municipality reserve the right for appoint more than one service provider.
- CIDB Grading: 6EP or higher

COMPULSORY BRIEFING SESSION: NOT APPLICABLE

Acknowledgement

Signature



PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	Bid No: RWCLM-3/003/2025-2026	CLOSING DATE:	26 February 2026	CLOSING TIME:	11H:00
DESCRIPTION	Appointment of one to five (1-5) contractors for Construction, Maintenance and Repairs of (H.V/ M.V) Sub-station and Sub-stations transformers for a period of 36 months on as and when required basis.				
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)					
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:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED? <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER 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	Electrical		CONTACT PERSON	M Manyisa	
CONTACT PERSON	Mr M Jv Rensburg		TELEPHONE NUMBER	010 496 7126	
TELEPHONE NUMBER	010 496 8886		FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS	Mosimanegape.manyisa@randwestcity.gov.za	
E-MAIL ADDRESS	marius.vanrensburg@randwestcity.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 2022 AND THE PREFERENTIAL PROCUREMENT REGULATIONS 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)? <input type="checkbox"/> YES <input type="checkbox"/> NO 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

**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:

TENDER: MAINTENANCE ON SUBSTATIONS AND SUBSTATION TRANSFORMERS

Functionality scoring (Failure to provide certified proof, a tenderer will score Zero and will not be evaluated further. Applicable to all sections of the evaluation criteria.)

A) Infrastructure and Resources Available. Provide proof of ownership or letter of Intent / Agreement from Hiring Company is required to score points. Proof to be provided of ownership by means of certified, vehicle registration (e-NATIS) for road going vehicles.				Maximum Points	Points Awarded (official use only)
Item	Equipment	Hiring	Ownership		
1	Light Delivery Vehicle or Bakkie (Any type)	10	20	40	
2	Crane truck to remove various components from transformers.	10	20		
B) Test Equipment Certified proof of ownership linked to a model/serial number and recently calibrated calibration certificate. Must be in the company name. Rental agreement must also include a calibration certificate and model/serial number.				Maximum Points	Points Awarded
Item	Equipment	Points		40	
1	Primary and Secondary Injection test set. Current Range 20A to 200A, Current accuracy output ±2.5%, AC Voltage output 0 to 250V, 2A 50/60 Hz	Hiring	Ownership		
		10	20		
2	High Voltage Line Phase Comparator Test section 3.3kV, 6.6kV & 11kV	10	20		
C) Qualified Personnel. CVs and certified copies of qualification certificates for each team member to be attached. For the electricians only a red seal qualification will be accepted. And where relevant proof of certified ORHVS certification required for the specific electrician. All team members must have at least 3 years or more experience				Maximum Points (the full 10 points must be scored to be evaluated further)	Points Awarded
Item	Personnel	Points		10	
	ECSA registered electrical engineer	4			
	Red seal qualified electrician with certified qualification and Wireman's licence	2			
	Second red seal qualified electrician with valid certified ORHVS	2			
	Third red seal qualified electrician with valid certified ORHVS	2			
D) Previous experience –Electrical Infrastructure projects – Infrastructure substation and transformer maintenance, construction, or refurbishment projects) completed in the past 10 years * Certified copies of appointment and corresponding completion certificates will be accepted.		Points		Maximum Points	Points Awarded
Three (3) Similar projects completed successfully with government institution		12		20	
Four (4) Similar projects completed successfully with government institutions		16			
Five (5) Similar projects completed successfully with government institution		20			
TOTAL				Minimum threshold	Points Awarded
				90	110
N.B only top 5 bidders who scored the highest points on PPPFA scoring will be appointed into a panel.					

TENDER: MAINTENANCE ON SUBSTATIONS AND SUBSTATION TRANSFORMERS

TENDER FOR THE TENDER FOR THE APPOINTMENT OF ONE OR MORE CONTRACTOR/S

T2.2 RETURNABLE DOCUMENTS

RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

FORM G SCHEDULE OF PROPOSED PERSONNEL

No	Professional	Name and surname	ID No	Registration No.	Signature
1	Key Staff				
1	ECSA registered Electrical Engineer				
2	Qualified Electrician with certified qualification and Wireman's licence				
3	Second qualified electrician with valid certified ORHVS				
4	Third qualified electrician with valid certified ORHVS				

CVs and Certified copies of qualification certificates for each team member to be attached. Proof of certified valid ORHVS (Operating Regulations for High Voltage Systems) certification required. All team members must have at least 3 years or more experience

Name of Tenderer:Date:

Signature.....Position: Full name of signatory:.....

TENDER: MAINTENANCE ON SUBSTATIONS AND SUBSTATION TRANSFORMERS

FORM H PLANT AND EQUIPMENT

No	Description	Number Required	Max Points to be allocated	Unit	Size or Capacity	Number Owned	Number to be Hired	Points scored (office use only)
1	Light Delivery Vehicle of Bakkie	1	20	1				
2	Crane truck to remove various components from transformers	1	20	Ton				
	Total		40					

Provide proof of ownership or letter of Intent / Agreement from Hiring Company is required to score points. Proof to be provided of ownership by means of certified (by SAPS or Commissioner of Auth) vehicle registration (e-NATIS)

Name of Tenderer:Date:
Signature:Position:Name of Signatory:.....

TENDER: MAINTENANCE ON SUBSTATIONS AND SUBSTATION TRANSFORMERS

RAND WEST CITY LOCAL MUNICIPALITY

TENDER No: RWCLM-3/012/2018-2019: APPOINTMENT OF CONTRACTOR(S) FOR MAINTENANCE AND REPAIRS OF (H.V/M.V) SUBSTATIONS AND SUBSTATION TRANSFORMERS FOR A 36-MONTH PERIOD ON AN AS AND WHEN REQUIRED BASIS.

TENDER FOR THE APPOINTMENT OF ONE OR MORE CONTRACTOR/S

RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Tenderers are required to provide proof of 5 previous experiences of similar projects completed, by filling in the following table

(TENDERERS ARE NOT TO REFER TO THEIR COMPANY PROFILE)

No	Project Name	Value in Rands R'000	Date		Employer		
			Assigned	Completed	Name of employer	Contact Person Name	Tel. No
1.							
2.							
3.							
4							
5							

Tenderers are required to Attach Proof in the form of Certified copies not older than 3 months from closure of tender, of appointment letter and corresponding completion certificates.

Name of Tenderer: Date:

Full name of signatory:

C 2.2 BILL OF QUANTITIES

TENDER No: 3E-2022-23: APPOINTMENT OF CONTRACTOR(S) FOR MAINTENANCE AND REPAIRS OF SUBSTATIONS, SUBSTATION TRANSFORMERS AND MINIATURE SUBSTATIONS FOR A 36-MONTH PERIOD ON AN AS AND WHEN REQUIRED BASIS.

Section A: MAINTENANCE ON AUX TRANSFORMERS

25KVA Transformer		
Description	Quantity	Rate (excl)
Re-gasket of top cover	1	
Re-gasket of MV bushings	3	
Re-gasket of LV bushings	4	
Re-gasket of side glass	1	
Re-gasket of drain valve	1	
Re-gasket of temperature gage	1	
Clean, supply paint and respray transformer	1	
Purify transformer oil (4 passes)	P/Lt	
Total rewind of transformer (including replacement of bushings and other accessories)	1	

50KVA Transformer		
Description	Quantity	Rate (excl)
Re-gasket of top cover	1	
Re-gasket of MV bushings	3	
Re-gasket of LV bushings	4	
Re-gasket of side glass	1	
Re-gasket of drain valve	1	
Re-gasket of temperature gage	1	
Clean, supply paint and respray transformer	1	
Purify transformer oil (4 passes)	P/Lt	
Total rewind of transformer (including replacement of bushings and other accessories)	1	

100KVA Transformer		
Description	Quantity	Rate (excl)
Re-gasket of top cover	1	
Re-gasket of MV bushings	3	
Re-gasket of LV bushings	4	
Re-gasket of side glass	1	
Re-gasket of drain valve	1	
Re-gasket of temperature gage	1	
Supply paint and respray transformer	1	
Purify transformer oil (4 passes)	P/Lt	

TENDER: MAINTENANCE ON SUBSTATIONS AND TRANSFORMERS

Total rewind of transformer (including replacement of bushings and other accessories)	1	
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200KVA Transformer		
Description	Quantity	Rate (excl)
Re-gasket of top cover	1	
Re-gasket of MV bushings	3	
Re-gasket of LV bushings	4	
Re-gasket of side glass	1	
Re-gasket of drain valve	1	
Re-gasket of temperature gage	1	
Supply paint and respray transformer	1	
Purify transformer oil (4 passes)	P/Lt	
Total rewind of transformer (including replacement of bushings and other accessories)	1	

315KVA Transformer		
Description	Quantity	Rate (excl)
Re-gasket of top cover	1	
Re-gasket of MV bushings	3	
Re-gasket of LV bushings	4	
Re-gasket of side glass	1	
Re-gasket of drain valve	1	
Re-gasket of temperature gauge	1	
Supply paint and respray transformer	1	
Purify transformer oil (4 passes)	P/Lt	
Total rewind of transformer (including replacement of bushings and other accessories)	1	

500KVA Transformer		
Description	Quantity	Rate (excl)
Re-gasket of top cover	1	
Re-gasket of MV bushings	2	
Re-gasket of LV bushings	4	
Re-gasket of side glass	1	
Re-gasket of drain valve	1	
Re-gasket of temperature gauge	1	
Re-gasket conservator	1	
Re-gasket Buchholz	1	
Supply paint and respray transformer	1	
Purify transformer oil (4 passes)	P/Lt	

TENDER: MAINTENANCE ON SUBSTATIONS AND TRANSFORMERS

Total rewind of transformer (including replacement of bushings and other accessories)	1	
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630KVA Transformer		
Description	Quantity	Rate (excl)
Re-gasket of top cover	1	
Re-gasket of MV bushings	2	
Re-gasket of LV bushings	4	
Re-gasket of side glass	1	
Re-gasket of drain valve	1	
Re-gasket of temperature gage	1	
Re-gasket conservator	1	
Re-gasket Buchholz	1	
Supply paint and respray transformer	1	
Purify transformer oil (4 passes)	P/Lt	
Total rewind of transformer (including replacement of bushings and other accessories)	1	

800KVA Transformer		
Description	Quantity	Rate (excl)
Re-gasket of top cover	1	
Re-gasket of MV bushings	3	
Re-gasket of LV bushings	4	
Re-gasket of side glass	1	
Re-gasket of drain valve	1	
Re-gasket of temperature gage	1	
Re-gasket conservator	1	
Re-gasket Buchholz	1	
Supply paint and respray transformer	1	
Purify transformer oil (4 passes)	P/Lt	
Total rewind of transformer (including replacement of bushings and other accessories)	1	

1MVA Transformer		
Description	Quantity	Rate (excl)
Supply and re-gasket of top cover	1	
Supply and re-gasket of MV bushings	3	
Supply and re-gasket of LV bushings	4	
Supply and re-gasket of side glass	1	
Supply and re-gasket of drain valve	1	
Supply and re-gasket of temperature gage	1	
Supply and re-gasket conservator	1	

TENDER: MAINTENANCE ON SUBSTATIONS AND TRANSFORMERS

Supply and re-gasket Buchholz	1	
Supply paint and respray of transformer	1	
Purify transformer oil (4 passes)	P/Lt	
Total rewind of transformer (including replacement of bushings and other accessories)	1	
TOTAL SECTION A		R

Section B: MAINTENANCE ON MINIATURE SUBSTATIONS

100KVA		
Description	Quantity	Rate (excl)
Re-gasket of top cover	1	
Re-gasket of MV bushings	3	
Re-gasket of LV bushings	4	
Re-gasket of side glass	1	
Re-gasket of drain valve	1	
Re-gasket of temperature gage	1	
Purify transformer oil (4 passes)	P/Lt	
Service LT Panel	1	
Service RMU	1	
Supply and replace doors	Per door	
Supply and replace hinges on doors	Per door	
Supply paint and respray minisub completely	1	
Supply and replace RMU	1	
Rewind transformer and do total Refurbishment of minisub	1	

TENDER: MAINTENANCE ON SUBSTATIONS AND TRANSFORMERS

200KVA		
Description	Quantity	Rate (excl)
Re-gasket of top cover	1	
Re-gasket of MV bushings	3	
Re-gasket of LV bushings	4	
Re-gasket of side glass	1	
Re-gasket of drain valve	1	
Re-gasket of temperature gage	1	
Purify transformer oil (4 passes)	P/Lt	
Service LT Panel	1	
Service RMU	1	
Supply and replace doors	Per door	
Replace hinges on doors	Per door	
Supply and respray minisub completely	1	
Supply and replace RMU	1	
Rewind transformer and do total refurbishment of minisub	1	

315KVA		
Description	Quantity	Rate (excl)
Re-gasket of top cover	1	
Re-gasket of MV bushings	3	
Re-gasket of LV bushings	4	
Re-gasket of side glass	1	
Re-gasket of drain valve	1	
Re-gasket of temperature gage	1	
Purify transformer oil (4 passes)	P/Lt	
Service LT Panel	1	
Service RMU	1	
Supply and replace doors	Per door	
Supply and replace hinges on doors	Per door	
Supply paint and respray minisub completely	1	
Supply and replace RMU	1	
Rewind transformer and do total Refurbishment of minisub	1	

500KVA		
Description	Quantity	Rate (excl)
Re-gasket of top cover	1	
Re-gasket of MV bushings	3	
Re-gasket of LV bushings	4	
Re-gasket of side glass	1	

TENDER: MAINTENANCE ON SUBSTATIONS AND TRANSFORMERS

Re-gasket of drain valve	1	
Re-gasket of temperature gage	1	
Purify transformer oil (4 passes)	P/Lt	
Service LT Panel	1	
Service RMU	1	
Supply and replace doors	Per door	
Supply and replace hinges on doors	Per door	
Supply paint and respray minisub completely	1	
Supply and replace RMU	1	
Rewind transformer and do total Refurbishment of minisub	1	

630KVA		
Description	Quantity	Rate (excl)
Re-gasket of top cover	1	
Re-gasket of MV bushings	3	
Re-gasket of LV bushings	4	
Re-gasket of side glass	1	
Re-gasket of drain valve	1	
Re-gasket of temperature gage	1	
Purify transformer oil (4 passes)	P/Lt	
Service LT Panel	1	
Service RMU	1	
Supply and replace doors	Per door	
Supply and replace hinges on doors	Per door	
Supply paint and respray minisub completely	1	
Supply and replace RMU	1	
Rewind transformer and do total Refurbishment of minisub	1	

800KVA		
Description	Quantity	Rate (excl)
Re-gasket of top cover	1	
Re-gasket of MV bushings	3	
Re-gasket of LV bushings	4	
Re-gasket of side glass	1	
Re-gasket of drain valve	1	
Re-gasket of temperature gage	1	
Purify transformer oil (4 passes)	P/Lt	
Service LT Panel	1	
Service RMU	1	
Supply and replace doors	Per door	
Supply and replace hinges on doors	Per door	

TENDER: MAINTENANCE ON SUBSTATIONS AND TRANSFORMERS

Supply paint and respray minisub completely	1	
Supply and replace RMU	1	
Rewind transformer and do total Refurbishment of minisub	1	

1000KVA		
Description	Quantity	Rate (excl)
Re-gasket of top cover	1	
Re-gasket of MV bushings	3	
Re-gasket of LV bushings	4	
Re-gasket of side glass	1	
Re-gasket of drain valve	1	
Re-gasket of temperature gage	1	
Purify transformer oil (4 passes)	P/Lt	
Service LT Panel	1	
Service RMU	1	
Supply and replace doors	Per door	
Supply and replace hinges on doors	Per door	
Supply paint and respray minisub completely	1	
Supply and replace RMU	1	
Rewind transformer and do total Refurbishment of minisub	1	
TOTAL SECTION B		R

Section C: Maintenance on Switchgear

Description	Quantity	Rate (excl)
Partial discharge & infra-red testing and report	1	
Service MV breakers incl. all mechanical parts	1	
Testing breakers (Ductor test, pressure and speed test)	1	
Testing of protection Relays (secondary injection)	1	
Cleaning of panels (vacuum cleaning) and torquing of bus bar	1	
Cleaning of substation, supply paint and paint floor and walls	P/m ²	
Supply and Replace of substation single door with Rand West specification door (EXPANDA)	1	
Supply and replace of substation double doors with Rand West specification doors (EXPANDA)	1	
Give COC for substation	1	
Clean substation yard of all weeds and spray weed killer	P/m ²	
Supply and replace oil breaker	1	
Supply and replace vacuum breaker	1	
Total refurbishment of oil breaker	1	
Total refurbishment of vacuum breaker SBV 3 and SBV 4	1	
TOTAL SECTION C		R

Section D – SERVICING OF INCOMER SUBSTATIONS

10MVA Transformer		
Description	Quantity	Rate (excl)
Re-gasket of top cover	1	
Re-gasket of HV bushings	1	
Re-gasket of MV bushings	1	
Re-gasket of side glass	1	
Re-gasket of drain valve	1	
Re-gasket of temperature gage	1	
Re-gasket of inspection covers	1	
Re-gasket of PRV valve	1	
Re-gasket of cooling fins	1	
Re-gasket of Buchholz	1	
Re-gasket of conservator	1	
Re-gasket of oil level indicators	1	
Clean, supply paint and respray transformer completely	1	
Clean, supply paint and paint plinth	1	
Full commissioning test on transformer	1	
Service of manual tap changer	1	
Re-gasket manual tap changer	1	
Drain oil	P/Lt	
Supply and refill oil	P/Lt	
Purify transformer oil (4passes)	P/Lt	
Note: should transformer fail, repair would take place on a strip and quote basis and only 20% profit margin on proven cost will be paid.		

20MVA transformer		
Description	Quantity	Rate (excl)
Re-gasket of top cover	1	
Re-gasket of HV bushings	1	
Re-gasket of MV bushings	1	
Re-gasket of side glass	1	
Re-gasket of drain valve	1	
Re-gasket of temperature gage	1	
Re-gasket of inspection covers	1	
Re-gasket of PRV valve	1	
Re-gasket of cooling fins	1	
Re-gasket of Buchholz	1	
Re-gasket of conservator	1	
Re-gasket of oil level indicators	1	
Clean, supply paint and Respray transformer completely	1	

TENDER: MAINTENANCE ON SUBSTATIONS AND TRANSFORMERS

Clean, supply paint and paint plinth	1	
Full commissioning test on transformer	1	
Service of automatic tap changer	1	
Re-gasket automatic tap changer	1	
Drain oil	P/Lt	
Refill oil	P/Lt	
Purify transformer oil (4 passes)	P/Lt	
Note: should transformer fail, repair would take place on a strip and quote basis and only 20% profit margin on proven cost will be paid.		

40 MVA Transformer		
Description	Quantity	Rate (excl)
Re-gasket of top cover	1	
Re-gasket of HV bushings	1	
Re-gasket of MV bushings	1	
Re-gasket of side glass	1	
Re-gasket of drain valve	1	
Re-gasket of temperature gage	1	
Re-gasket of inspection covers	1	
Re-gasket of PRV valve	1	
Re-gasket of cooling fins	1	
Re-gasket of Buchholz	1	
Re-gasket of conservator	1	
Re-gasket of oil level indicators	1	
Clean, supply paint and respray transformer completely	1	
Clean, supply paint and paint plinth	1	
Full commissioning test on transformer	1	
Service of manual tap changer	1	
Re-gasket manual tap changer	1	
Service of automatic tap changer	1	
Re-gasket automatic tap changer	1	
Drain oil	P/Lt	
Refill oil	P/Lt	
Purify transformer oil (4 passes)	P/Lt	
Note: should transformer fail, repair would take place on a strip and quote basis and only 20% profit margin on proven cost will be paid.		
TOTAL SECTION D		R

Section E: Dry Ice cleaning

Dry ice cleaning		
Description	Quantity	Rate (excl)
Dry ice cleaning	6 Hour shift	
TOTAL SECTION E		R

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Section F: GENERAL COST

Description	Quantity	Rate (excl)
Transport with LDV	P/km	
Transport with 3-5Ton truck	P/km	
Transport with Crane Truck	p/km	
Generator 3Phase (150KVA)	P/hour	
Low bed 30 Ton plus	P/km	
130 Ton Crane	P/hour	
Rigging team	P/hour	
Supply of virgin oil	P/Lt	
Supply of regen oil	P/Lt	
Supply of regen oil on exchange base	P/Lt	
Sampling of transformer (KV, moisture, acid, DGA, PCB and Furan test) & report	1	
Supply and replace yard stone in substation - 19mm	P/m2	
Service and testing of outdoor VT's 132kV	1	
Service and testing of outdoor CT's 132kV	1	
Service and testing of outdoor Circuit Breaker 132kV	1	
Total on site repair on NEC/NER/NERCT	1	
Supply and install new 200KVA NERCT	1	
Supply, replace and install normal wire fencing – 2.1m high	P/m2	
Supply, replace and install Clearview fencing – 2.1m high	P/m2	
Supply, replace and install electric fencing 21 wire including 8J energizer	P/m2	
Supply, replace lighting in outdoor substation with 136W LED floodlight fitting	1	
Supply, replace lighting in indoor substation 5ft LED fitting	1	
TOTAL SECTION F		R

Summary:

SECTION A TOTAL	
SECTION B TOTAL	
SECTION C TOTAL	
SECTION D TOTAL	
SECTION E TOTAL	
SECTION F TOTAL	
TOTAL EXCL VAT (A-F)	
VAT	
TOTAL (INCL VAT)	

Total price must be carried over to the front page of this document.

TENDER: MAINTENANCE ON SUBSTATIONS AND TRANSFORMERS

**RAND WEST CITY LOCAL MUNICIPALITY RESERVES THE RIGHT TO APPOINT
ONE OR MORE CONTRACTORS ON THIS BID**

**Note: Any other items not listed here will be procured at market related prices based on
three (3) quotations and/or cost plus 10%.**

TENDER: MAINTENANCE ON SUBSTATIONS AND TRANSFORMERS

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TENDER No: RWCLM-3/012/2018-2019: APPOINTMENT OF CONTRACTOR(S) FOR MAINTENANCE AND REPAIRS OF (H.V/M.V) SUBSTATIONS AND SUBSTATION TRANSFORMERS FOR A 36-MONTH PERIOD ON AN AS AND WHEN REQUIRED BASIS.

TENDER FOR THE APPOINTMENT OF ONE OR MORE CONTRACTOR/S

PROVISIONS RE-CONTRACT PRICE ADJUSTMENT

Any rise or fall in the cost of labour, materials and transport subsequent to the tender closing date shall be for the Employer's account.

Definition of Dates of Applicable Indices

In the application of formulae designated hereafter suffixes to indexes will determine the date of the applicable index as follows:

Note

Suffix (o) The index ruling during the month prior to that during which the bid closed.

Suffix (n) The index ruling on the Adjustment Date as defined below.

"Base Month": for this contract, shall mean: **Month Prior to Advertising of the Bid**

"Adjustment Date" shall mean:

1 January for orders placed from and including this date up to 30 June

1 July for all orders places from and including this date up to 31 December

1 January for orders placed from and including this date up to 30 June

1 July for all orders places from and including this date up to 31 December

1 January for orders placed from and including this date up to 30 June

1 July for all orders places from and including this date up to 31 December

TENDER: MAINTENANCE ON SUBSTATIONS AND TRANSFORMERS

Important Note:

NO ADJUSTMENT shall be made from date of award of contract until the first Adjustment Date stipulated above.

NO ADJUSTMENT of prices shall be made at any time other than on the adjustment dates stipulated above.

The adjusted prices shall be fixed and firm until the date of the next adjustment.

The date that a faxed or e-mailed order is transmitted to the supplier or a written order is delivered by hand shall be taken as the Date of Order

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TENDER FOR THE APPOINTMENT OF ONE OR MORE CONTRACTORS

C 3 SCOPE OF WORKS

ANNEXURE SW-A

MAINTENANCE / SERVICE TRANSFORMERS SWA –A

A.1. Scope

The scope of this procedure includes all tasks, equipment and spares required to repair, clean and test transformers.

A.2. Task description

- a) Repair of all oil leaks, in-situ, by means of re-gasketing where necessary with high-density cork. (bushings, oil level gauges, Buchholz relays, piping, valves, conservators, radiators, couplings, inspection covers, etc)
- b) Preparation and painting of transformers.
 - Remove all loose or peeling paint.
 - Degrease entire exterior surfaces.
 - Remove all rust.
 - With all rust removed, apply a primer for steel containing Zinc phosphate to all exposed metal areas.
 - Sand sound coating to provide a key for the next coat.
 - Apply manufacturers specification primer.
 - Apply industrial final coat. (Minimum life expectancy of 5 years under local conditions.)
 - Supply and paint stencil work.
- c) Cleaning and re-torquing to specification of the overhead line / busbar connections to the HV/MV/LV bushings.
- d) Re-torquing of all bolts must be with a torque wrench to required torque. (OEM specifications)
- e) Restoring oil levels of transformers if required.
- f) Inspect conservator oil level indicator.
- g) Inspect general condition of breather and drying agent and replace where required.
- h) Inspect general condition of fans, radiators and cooling system.
- i) Inspection operation of valves and couplings.
- j) Inspection condition of all valves and coupling.

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k) A comprehensive report on current conditions, findings and recommendations to be submitted after completion of work.

l) Testing and calibration:

- Testing of the of the Bucholz relay by means of dry nitrogen injection.
- Testing and calibration of winding and oil temperature thermometers.
- Megger test of transformer windings, HV to LV, HV to earth and LV to earth.
- Conductivity test of all earth connections
- Test certificates must be provided.

A.3 Transformer description			
Amount	Make	Capacity	Voltage
7	TSS	10-MVA	11kV/6,6kV
1	Pearl Electric	20-MVA	132kV/11kV
1		20-MVA	132kV/6.6KV
1	WEG	40MVA	132kV/11kV

ANNEXURE SW-B

Maintenance / service on load tap changers

B.1. Scope

The scope of this procedure includes all tasks, equipment and spares required to service, clean and test on-load changers.

B.2. Task Description

a. Draining, flushing (cleaning) and refilling of oil in tap changer tank.

b. Inspect

- And repair oil leaks.
- Fixed and moving.
- Pressure control relay.
- Transition resistors.
- Geneva gear for wear.
- Step switches.
- Motor contractors.
- V-belt.
- Heating system.
- Mechanical operation counter.
- Gland for the main shaft
- Brake of the flywheel.
- Mechanical and electrical end-limits.
- Starting contact.

c. Replace worn fixed and moving contacts.

d. Replace top cover gaskets.

e. A complete diagnostic test must be done on the function of the tap changer.

(Test certificate must be provided)

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- f. A comprehensive report on current conditions, findings and recommendations to be submitted after completion work.

B.3. On load tap changer description.

B.3. On load tap changer description.		
No.	Make	
1	There are various makes of automatic and manual tap changers on the municipal owned transformers.	

MAINTENANCE / SERVICE: 132KV CIRCUIT BREAKERS

C.1. Scope

The scope of this procedure include all tasks, equipment and spares required to service, clean and test 132kV circuit breakers.

C. 2. Task Description

- a. Inspect:
 - Repair oil leaks
 - Fixed and moving contacts (springs, washers, insulator buffer, etc.
 - Tabulator discs.
 - Insulated buffers in poles.
- b. Flush poles with transformer oil to remove all carbon.
- c. Clean equipment, making use of approved chemical solvents.
- d. Replace oil gauge and /or "o" ring if necessary.
- e. Replace connecting rod rubber cone seal if necessary. (EIB CB)
- f. Clean, inspect, adjust and lubricate the spring drive mechanism.
- g. Refill circuit breaker oil.
- h. Measure the main contact resistance at 100 Amps. (Test certificate)
- i. Carry out the minimum closing and tripping voltage tests. (Test certificate)
- j. Carry out speed test. (Test certificate)
- k. Carry out functional testing of the complete circuit breaker.
- l. A comprehensive report on the current conditions, findings and recommendations to be submitted after completion works

C. 3 132kV Circuit breaker description		
No	Make	Serial number
	RWCLM has various types of vacuum and SF6 type 132kV breakers already installed.	

ANNEXURE SW-D

Maintenance / service: 132kV – Current and voltage transformers

D.1. Scope

The scope of this procedure includes all tasks, equipment and spares required to repair, clean and paint 132kV outdoor CT's and VT's.

D.2 Task description

- a. clean equipment making use of approved chemical solvents.
- b. Repair oil leaks.
- c. Preparing and re-painting of the complete transformer, if necessary.
 - Remove all loose or peeling paint.
 - Degrease entire exterior surface.
 - Remove all rust.
 - With all rust removed apply a primer for steel containing Zinc Phosphate to all exposed metal areas.
 - Sand sound coating to provide a key for the next coat.
 - Apply manufactures specification primer.
 - Apply industrial final coat. (Minimum life expectancy of 5 years under local conditions)
 - Supply and install stencil work.
- d. Topping up of transformer oil where required.
- e. Replace oil gauge and/or "o" rings or gaskets if necessary.
- f. Repair of broken or cracked insulator sheds, where required.
- g. Inspect, clean and re-torque all line and/or busbar clamps.
- h. A comprehensive report on the current conditions, findings and recommendations to be submitted after completion of work.

ANNEXURE SW-E

Maintenance / service 132kV disconnectors / isolators

E.1 Scope

The scope of this procedure includes all tasks, equipment and spares required to service, clean and test 132kV disconnects/isolators.

E.2 Task descriptions

- a. Clean equipment making use of approved chemical solvents.
- b. Carry out a general inspection and operate manually and electrically where applicable.
- c. Inspect, clean and lubricate main and auxiliary contacts. (Approved contact grease)
- d. Check and adjust main contact alignment if required.
- e. Lubricate all bearings and test operating mechanisms.

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- f. Clean lubricate and test operating mechanisms.
- g. Check mechanical interlocking
- h. Repair of broken or cracked isolator sheds, where required.
- i. Inspect, clean and re-torque line and busbar clamp connectors.
- j. Duster test of main contact resistance (100 Amps)
- k. A comprehensive report on current conditions, findings and recommendations to be submitted after completion of work.

ANNEXURE SW-F

Maintenance / service: 11kV and 6.6kV switchgear

F.1. Scope

The scope of this procedure includes all tasks, equipment and spares required to service, clean and test 11kV and 6.6kV switchgear.

F.2. Task description

- a. Inspect.
 - And repair oil leaks
 - Fixed and moving contacts (springs, washers, insulator buffer, etc.)
- b. Flush switchgear with transformer oil to remove all carbon. (where applicable)
- c. Clean switchgear making use of approved chemical solvents.
- d. Clean, inspect, adjust, and lubricate the operating mechanism.
- e. Refill switchgear with oil. (Where applicable)
- f. Measure the main contact resistance, at 100 Amps. (Test certificate)
- g. Carry out minimum closing and tripping voltage test. (Test certificate)
- h. Carry out speed test. (Test certificate)
- i. Carry out functional testing of the complete switchgear.
- j. A comprehensive report on current conditions, findings and recommendations to be submitted after completion of work.

F.3. Switchgear descriptions		
No	Make	Model
1	Johnson & Phillips	L.H.G., L.S.G.
2	English electrical	ACO, DACO
3	GEC / Alstom	AGV, LGV, SBV3 & SBV4 (Vacuum CB)
4	GEC	T1
5	GEC	T1/OF
6	GEC T3	

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7	GEC	Type1, T1/OF, T3, T3/OF, K3AF Switchgear
8	Hawker Siddeley	Vacuum CB
9	Lauridz Kundsén (MSD)	VH1H (Vacuum VCB) to 33kV AIS & GIS indoor
10	TAMCO Malaysia (MSD)	VH1H (Vacuum VCB) to 33kV AIS & GIS indoor
11	EATON (MSD)	Ring main Units up to 22kV indoor and outdoor

ANNEXURE SW-G

TRANSMISSION LINE INSPECTION ASSESSMENT AND MAINTENANCE

G.1. Scope of work

The scope of this includes all tasks required for the inspection, assessment, and maintenance of transmission lines.

G.2 Task description

G.2.1. Lattice tower assessment

- Remove screed (muffling) and excessive rust with scraper and wire brush.
- Take 6 (six) equally spaced readings of the steel footing with micrometer gauge.
- Take 1 (one) reading with an ultrasonic thickness gauge for original steel thickness and record on steel residual report.
- Paint the exposed section of the pole with an anti-corrosive primer. (Specifications of paint to be supplied and approved by Municipality)
- Earth resistance test.

G.2.2 Inspection of transmission structures and lines:

- Insulators, straining clamps, suspension clamps, arcing horns, split pins etc.
- Vibration dampers, armour rods and conductor joints.
- Phase, earth wire, road, tree and line crossings for clearances.
- Earthing, earth wire and earth wire insulators where applicable
- Tower construction, numbers and labelling.

G.2.3 Reports

- Record structure type, pole number, associated hardware and conductor size and all above information in a typed report.
- A compiled report on each line with an introduction, line assessment, summary of refurbishment cost, conclusion, recommendation, residual steel thickness appendix and photographs.

ANNEXURE SW-H

VERTICAL EARTH ELECTRODE INSTALLATION

H.1. Scope of work

The scope of this procedure includes all tasks required for the installation and connection of vertical earth electrodes.

H.2. Design

The system will be designed and installed in accordance with the latest SANS codes of practice 10199 (2010) and 10313 (2012) in conjunction with SANS 62305-1-2-3-4 (2011) and IEC 62305-1-2-3-4 (2010)

H.3. Task Description

A hole is drilled close to the structure footing foundation with a diameter between 100mm and 300mm. This is performed by either a tractor mount augur or a traditional borehole-drilling rig.

The depth of the hole is determined by calculation and is a function of the earth resistivity of that specific microenvironment, and the electrode resistance required.

After drilling, an earth rod at least 10mm² diameter is lowered into the hole, and care taken that it reaches the bottom. The rod will be terminated between 500mm and 800mm below finished ground level.

Conductive concrete, in a slurry composition, is then used to back-fill the hole with the earth rod in-situ, to a level of 150mm² below the top of the exposed earth rod.

An anti-theft conductor is then connected to the top of the earth rod and route via a short as possible trench (minimum depth of 800mm) to the nearest connection point of the structure.

All conductors used for the termination between the vertical earth electrode, and the structure will be done with bimetallic, anti-theft product. (Kwena, exobond or similar product)

All conductor connections will be made with exothermic welding, allowing a permanent reliable maintenance and vandalize free connection.

H.4 Reports

An earth resistance test report must be submitted for each structure.

C 3.6 Change in works

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The Engineer may, from time to time by order in writing without in any way vitiating the Contract or giving to the Contractor any claim for additional payment, require the Contractor to proceed with the execution of the works in such order as in his opinion may be necessary, and may alter the order of or suspend any part of the Works at such time and times as he may deem desirable and the Contractor shall not, after receiving such written order, proceed with work ordered to be suspended until he shall receive a written order to do so from the Engineer.

Where the work must of necessity be carried out in conjunction with work of other Contractors, or with that of the Employer, it shall be co-ordinated and arranged in such a manner as to interfere as little as possible with the progress of such other work so as to offer every reasonable facility to other Contractors or to employees of the Employer.

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C 4 PROJECT SPECIFICATIONS

**TECHNICAL SPECIFICATION
STATUS**

In the event of any discrepancy between the Scope of Works and a part or parts of the SABS 1200 Standardized Specifications, the Bill of Quantities or the Project Specifications shall take precedence and prevail in the Contract.

C3.1.1 RWCLM'S OBJECTIVES

This contract provides for the maintenance and repair of substations (buildings, perimeter fencing and equipment) ranging from 6,6 kV to 132 kV (including transformers) for the energy department, on an as and when required basis, in order to effect repairs to and maintenance of its MV and HV networks for a period with effect from appointment for a 36 month period.

Locally based companies and bidders must note that this bid may be awarded to one company for Randfontein the Contractor/Bidder or his/her sub-contractor/s will have to carry out all the tasks as set out in this Contract/Bid.

C3.1.2 OVERVIEW OF THE WORKS

The contractor may however be requested by the electrical department's authorised representative to carry out only a certain item/section/portion of the work as per the bill of quantities and be paid accordingly.

The Contractor shall provide the resources, personnel, transport, equipment, hand tools, consumable spares and materials(where requested to do so), necessary to carry out the repairs and maintenance on the Metropolitan's MV (6,6 kV to 11 kV) and HV (132 kV), networks as and when required (this will require the Contractor to make himself/herself available to carry out repairs, etc, 24 hours a day and 365¼ days a year and the contractor shall be on site of the repair work to be carried out within two (2) hours of being contacted by the Randfontein Municipality – Electricity Division, with all personnel, material and equipment necessary to carry out the task required.

C3.1.3 EXTENT OF WORKS

The Works to be carried out by the Contractor under this Contract comprise mainly the following:

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BASIC DESCRIPTION OF THE VARIOUS TASKS

The contractor must collect all material required for the successful completion of the work, either from the Electrical Depot or the Electrical Store. The Contractor remains responsible for the correct material, even if the material is provided by the Municipality.

The contractor or his/her representative must be available on call during office hours and after hours by means of a cellular phone and the cost of the cellular phone calls made by the contractor to the Municipality to be included in the rates.

Contractors must identify themselves on request to all customers, stating their business and producing proof of their appointment for the task.

C3.1.3.1 PRIMARY/SECONDARY SUBSTATION BUILDINGS – OUTSIDE (Schedule of Prices Item A.1)

The unit rate includes the following items:

- A.1.1 The painting of the outside of the substation building, roof, walls and doors per coat. (per m²)
- A.1.2 Painting of fascia boards, gutters, down pipes, windows, etc. per coat (per running m)
- A.1.3 The securing of all doors in a proper manner and fitting of locking arrangements and locks. (per door)
- A.1.4 The repair of damaged/rusted doors. (per door)
- A.1.5 The replacement of doors and fitting of locking arrangements and locks. (per door)
- A.1.6 The repairing of all roof leaks, gutters, down pipes, fascia boards, etc. (per m²)
- A.1.7 The repairing of windows inclusive of broken glass. (per m²)
- A.1.8 The fitting of an official nameplate, number and safety signs at the substation in a visible place. (Fitting only)

C3.1.3.2 PRIMARY/SECONDARY SUBSTATION BUILDINGS – INSIDE (Schedule of Prices Item A.2)

The unit rate includes the following items:

- A.2.1 The cleaning and tidying-up of the internal of the substation from all dirt. Do not use a blower as this only resettles the dust and dirt. A vacuum cleaner with the front-end pipe made of an insulating material is recommended. (per m²)
- A.2.2 The repairing of damage ceiling panels including material. (per m²)

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- A.2.3 The replacement of ceiling panels including material. (per m²)
- A.2.4 The painting of the inside of the substation, doors, walls, ceiling, windows, etc. (per m² per coat) All painting must be inspected prior to the final coat.
- A.2.5 The closing of the cable ducts/trenches in a proper manner, excluding material. (per m²)
- A.2.6 The supply and spreading of river sand for cable trenches. (per m³)
- A.2.7 The repairing of lights (per light) and power wall plugs. (per plug) while ensuring that the LV distribution board, associated wiring and components are in a safe and proper working condition
- A.2.8 The repairing of LV distribution board. (per board excluding material)
- A.2.9 The repairing of ventilation/positive pressurising fan and air filters. (per each)
- A.2.10 The repairing of water sump pump. (per pump)
- A.2.11 The repairing of LV Henley units/circuit breakers as a result of hot connections.
- A.2.12 Inspection of ablution facilities for correct functioning and effecting repairs were considered necessary.(per site)
- A.2.13 The fitting of notices in compliance with OHS Act, in a visible position. (fitting only)

C3.1.3.3 PRIMARY/SECONDARY SUBSTATION YARDS (Schedule of Prices Item A.3)

The unit rate includes the following items:

- A.3.1 The repairing of the substation perimeter fencing. (per m²)
- A.3.2 The repair/replacement of electric fencing per strand. (per m)
- A.3.3 The replacement of electric fence energizer (4 joule) including the wiring up to the fence.
- A.3.4 The replacement of electric fence energizer (6 joule) including the wiring up to the fence.
- A.3.5 The cleaning and tidying-up of the yard, removal of weeds, loose wires, debris, rubble and unused equipment including cutting of grass. Including the disposal of grass, debris, rubble, etc. (per m²)

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- A.3.6 The repair of access gates and provide locking mechanisms. (per gate)??
- A.3.7 The painting of access gates per coat. (per m²)
- A.3.8 The fitting of statutory notices and signs to the perimeter fence in compliance with OSH Act. (fitting only)
- A.3.9 The proper maintenance of access roads i.e. repairing of driveway/ kerbing. (per m²)
- A.3.10 The repairing of security lighting inclusive of the proper functioning of day night switches.(per point)
- A.3.11 The inspecting of substation lightning masts for severe corrosion at mast base, intermediate joints, etc. and testing of the proper grounding of the mast. (per mast)
- A.3.12 The repairing of all cable trench covers including material. (per m²)
- A.3.13 The supply and spreading of 19 mm stone, clear of weeds, sand and debris including removal and disposal of rubble, weeds, sand, etc (per m²)

C3.1.3.4 33 kV TO 132 kV OUTDOOR SWITCHGEAR AND ANCILLIARY EQUIPMENT

C3.1.3.4.1 GENERAL (Schedule of Prices Item B.1)

The unit rate includes the following items:

- B.1.1 The removal of all external dirt from equipment and the inspection of all busbars and structures for discoloration (indicative of overheating), galvanic corrosion, deformation, buckling or cracking. Corrosion should be immediately rectified. Any painting work must be inspected prior to the final coat.
- B.1.2 The checking of all insulator discs/ insulating material for chipped, cracked or broken sheds.
- B.1.3 The checking of all connections for loose, missing or damaged bolts and repairing of same.
- B.1.4 The checking of correctly installed busbar labelling and properly connected and intact structure earthing.
- B.1.5 The fitting of labelling. (Fitting only per label)
- B.1.6 The repairs of structure earthing.

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- B.1.7 The inspection of oil filled bushings/chambers for leaks and ensuring that oil levels are correct. Repairing oil leaks where required.

C3.1.3.4.2 DISCONNECTORS(MANUAL/MOTORISED)/ISOLATORS (Schedule of Prices Item B.2)

The unit rate includes the following items:

- B.2.1 The cleaning of equipment of all external dirt and the visual inspection for abnormal conditions on the equipment. Hot connections as identified shall be repaired as the severity dictates.
- B.2.2 The cleaning and inspection of all isolating contacts, examine for signs of overheating. re-lubricate and recondition in accordance with the manufacturer's specification. Hot connections as identified shall be repaired as the severity dictates.
- B.2.3 The cleaning, inspection and checking the overall operation of the isolator/dis-connector mechanism and re-lubrication of the mechanism in accordance with the manufacturer's specification. Extreme care must be taken that all adjustments conform to the manufacturer's specification.
- B.2.4 The checking of secondary wiring and all auxiliary switches for cleanliness and sound working condition. Effecting of repairs where required.
- Any changes to wiring shall be recorded on existing diagrams in electronic format
 - Prove that all control and indication circuits locally, as well as on the remote panel, are working properly
- B.2.5 The inspection for the continuity of all earthing connections and ensuring that the system is grounded as required. Test the resistance to ground of the earth connection and record resistance reading.

C3.1.3.4.3 CIRCUIT BREAKERS (BULK OIL/SMALL OIL VOLUME/SF6) (Schedule of Prices Item B.3)

The unit rate includes the following items:

- B.3.1 The cleaning of C.B.'s and C.B. panels of all dirt, visual inspection for abnormal conditions on the equipment and checking of steel support structures. For the removal of grease, oil or carbon deposits use a good quality electrical cleaning solvent. The checking of all nuts and bolts for tightness. (per C.B.)
- B.3.2 Existing circuit breaker oil must be replaced with oil supplied by RWCLM. Oil should be handled in accordance with NRS 079-1 as a minimum requirement and disposal of oil in accordance with SANS. (per C.B.)
- B.3.3 Circuit breakers filled with SF6 should be checked for the correct pressure in line with the manufacturer's specification and instructions. (per C.B.)

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- B.3.4 Ensure that labels and notices on circuit breaker and control panels are marked correctly.
- B.3.5 The fitting of labelling. (Fitting only per label)
- B.3.6 Inspect for earth continuity of all earthing connections and ensure that the system is grounded as required. Test the resistance to ground of the earth connections with a suitable test instrument and record all values of the earth connection. (per C.B.)
- B.3.7 The determining of the main contact resistance with a Ductor tester or similar instrument with a valid calibration certificate and performing of pole discrepancy and timing/speed tests using a Hathaway CSD CB test unit or similar instrument with a valid calibration certificate. The adjusting and replacing contacts *should* be carried out by a qualified person in line with the manufacturer's specification and instructions. (per C.B.)
- B.3.8 The checking of secondary wiring and ensuring that all auxiliary switches are clean and, in a sound, working condition. Perform local trip testing of circuit breaker/s. (per C.B.)

C3.1.3.4.4 CURRENT TRANSFORMERS (Schedule of Prices Item B.4)

The unit rate includes the following items:

- B.4.1 The cleaning of equipment of all external dirt and visual inspection of all porcelain for chips, cracks or broken sheds, pollution levels on porcelains, any insulating oil leaks, oil leaks, cleanliness and legibility of gauge glasses and any audible discharges.
- B.4.2 The checking of all nuts and bolts for correct tightness as well as primary and secondary connections. Any hot connection to be repaired as required.
- B.4.3 The detection of oil leaks and the severity thereof may result in the unit being removed for repair at the manufacturer's premises.
- B.4.4 The inspection for the continuity of all earthing connections and ensuring that the system is grounded as required. Testing of the resistance to ground of the earth connection and recording the value.
- B.4.5 The strapping and supporting of all multi core cabling and proper designation of same as well as ensuring that all labels and notices are in place.
- B.4.6 Remove existing faulty current transformer and replace with a new one. (equipment to be supplied by RWCLM). After replacing faulty current transformer contractor need to perform the following tests/actions before considering that CT's are ready for service
 - Ensure correct VA, primary voltage correct and ratios applied are correct
 - Ratio test

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- Perform Magnetisation curve: Plot at least ten points (current and voltage) to determine the knee point of each CT.
- Polarity test
- Burdens
- Unused cores shorted and no open-circuit cores

B.4.7 Tan Delta Test

Test Equipment should be appropriate to the protection functions to be tested.

C3.1.3.4.5 VOLTAGE TRANSFORMERS/SURGE ARRESTORS (Schedule of Prices Item B.5)

The unit rate includes the following items:

- B.5.1 The cleaning of equipment of all external dirt and visual inspection of all porcelain for chips, cracks or broken sheds, pollution levels on porcelains, any insulating oil leaks, oil levels, cleanliness and legibility of gauge glasses and any audible discharges.
- B.5.2 The checking of all nuts and bolts for correct tightness as well as primary and secondary connections. Hot connections to be repaired as required.
- B.5.3 The detection of oil leaks and the severity thereof may result in the unit being removed for repair at the manufacturer's premises.
- B.5.4 The inspection for the continuity of all earthing connections and ensuring that the system is grounded as required. Testing of the resistance to ground of the earth connection and recording the value.
- B.5.5 The strapping and supporting of all multi core cabling and proper designation of same as well as ensuring that all labels and notices are in place.
- B.5.6 Remove existing faulty voltage transformer/surge arrestor and replace with a new one. (equipment to be supplied by RWCLM). After replacing faulty voltage transformer, the following tests needs to be performed.
 - Testing of HV, MV and LV fuses
 - Ratio Test
 - Insulation Test
 - Test Equipment should be appropriate to the protection functions to be tested.

C3.1.3.4.6 CONTROL PANELS AND PROTECTION RELAYS (Schedule of Prices Item B.6)

The unit rate includes the following items:

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- B.6.1 Ensure that the control panels, instrument faces and protection relay covers are clean and in good condition. This includes the cleaning of the inside of the control panel (No blowers allowed).
- B.6.2 The checking that all labels/notices and designation are in place and that instruments, control switches and relays are properly and correctly designated, as required. All panel wiring and installation work shall be done in accordance with the latest SANS 0142 specification and standards.
- Any changes to wiring shall be recorded on existing diagrams in electronic format
 - Test equipment should be appropriate to the protection functions to be tested
 - Characteristic test on each element of the Protection device shall be carried out by injecting two, four, six times the actual setting
 - Confirm that settings have been correctly applied
 - Prove that all control and indication circuits locally on the panel as well as on the remote are working properly
- B.6.3 The visual inspection that all indication, where applicable, are operational and general conditions of control panel e.g. paint work, etc. are in good condition.
- The resetting of alarms/trips on relays shall be prohibited, except with the knowledge and approval of the RWCLM representative or the responsible Project Manager.
- B.6.4 Testing of the Protection Relay Overcurrent and Earth Fault
- Primary Injection Test, characteristics test on each element of the protection device shall be carried by injection creep / pickup test as well as injecting two and four times the actual setting. Confirm correctness of readings on the relay.
 - Confirm all selected inputs and outputs
 - Test and Confirm that the ARC protection sensors are operational
- B.6.5 Testing of the Transformer Differential Protection Relay
- Primary Injection Test, characteristics test on each element of the protection device shall be carried by injection creep / pickup test as well as injecting two and four times the actual setting.
 - Confirm correctness of readings on the relay.
 - Confirm all selected inputs and outputs.
 - Test the relay according to manufacture 's specification
 - Perform a stability test
- B.6.6 Testing of the Transformer Voltage Regulating Relay
- Confirm all selected inputs and outputs.
 - Confirm the operation of the tap changer is correct in conjunction with the relay.
 - Test the relay according to manufacture 's specification
- B.6.7 Testing of the ARC Protection System per panel
- Test and Confirm that the ARC protection sensors and control unit are operational

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B.6.8 Testing of the ARC Protection System per 10 panel board

- Test and Confirm that the ARC protection sensors and control unit are operational

B.6.9 Testing of the Restricted Earth Relay

- Perform a stability test and prove the functionality of the relay

B.6.10 Testing of Line Differential protection

- As per item B.6.8

B.6.11 Replace and commissioning of the Protection Relay Overcurrent and Earth Fault

The following shall be included:

- Relay cut-out to be done
- Blanking plate to be supplied if required.
- Installation and connections
- Configuration of relay according to RWCLM standard.
- Update and correction of current drawings in CAD and PDF format

B.6.12 Replace and commissioning of the Transformer Differential Protection Relay

The following shall be included:

- Relay cut-out to be done
- Blanking plate to be supplied if required.
- Installation and connections
- Configuration of relay according to RWCLM standard.
- Update and correction of current drawings in CAD and PDF format

B.6.13 Replace and commissioning of the Transformer Voltage Regulating Relay

The following shall be included:

- Relay cut-out to be done
- Blanking plate to be supplied if required.
- Installation and connections
- Configuration of relay according to RWCLM standard.
- Update and correction of current drawings in CAD and PDF format

B.6.14 Replace and commissioning of the Restricted Earth Relay

The following shall be included:

- Relay cut-out to be done
- Blanking plate to be supplied if required.
- Installation and connections
- Configuration of relay according to RWCLM standard.
- Update and correction of current drawings in CAD and PDF format

B.6.15 Replace and commissioning of the Line Differential protection

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The following shall be included:

- Relay cut-out to be done
- Blanking plate to be supplied if required.
- Installation and connections
- Configuration of relay according to RWCLM standard.
- Update and correction of current drawings in CAD and PDF format

C3.1.3.4.7 INSPECT, REPAIR AND MAINTAIN DC SYSTEMS AND ASSOCIATED WIRING (Schedule of Prices Item B.7)

Inspections will be done according to RWCLM's maintenance program (On key) job cards and will include the capture of all information required on the job cards. The job card shall be collected from and delivered to RWCLM's premises. Battery systems include NiCad and lead acid cells.

B.7.1 Inspection of DC systems

Tests will include, inter alia, the following:

- Inspect and record Voltage and Fluid levels for each cell.
- Inspect and record the charging current of a battery charger
- Inspect battery connections
- Test alarm and boost functions

B.7.2 Maintenance of DC systems 32V

- Tighten loose connections
- Top up cells with distilled water
- Clean each cell in the battery bank

B.7.3 Maintenance of DC systems 110V

- Tighten loose connections
- Top up cells with distilled water/Electrolyte
- Clean each cell in the battery bank

B.7.4 Repairs of Battery Chargers 48V - 110V

- As per hourly rate

B.7.5 Repairs of Battery Charger 32V

- As per hourly rate

B.7.6 Supply and replacement of complete battery chargers 48-110V

- As per hourly and equipment rate

B.7.7 Supply and replacement of complete battery chargers 32V

- As per hourly and equipment rate

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B.7.8 Supply and replace single battery charger batteries (1,2V 20Ah ultra-low maintenance Batteries)

- As per hourly and equipment rate

C3.1.3.5.1 MEDIUM VOLTAGE SWITCHGEAR (6,6 kV/11 kV) AND ANCILLARY EQUIPMENT
OIL FILLED CIRCUIT BREAKERS/ VACUUM/SF6 (Schedule of Prices Item C.1)

- C.1.1 The visual inspection for oil leaks, low SF6 pressure, electrical discharge, unusual smells, noise and the availability of correct operating handles
- C.1.2 The cleaning of equipment of all external and internal dirt, inspecting and checking the overall operation of the switchgear.
- C.1.3 The cleaning and inspection of all insulators and insulating material, inclusive of porcelain insulation for cracks or other defects, oil filled bushings/chambers for leaks and ensuring that oil levels are correct. The effecting of oil leak repairs, where necessary.
- C.1.4 Regarding vacuum and SF6 circuit breakers, respectively, the checking of the vacuum interrupter to determine that it is in a sound operating condition and the checking of the SF6 gas pressure, all in compliance with the manufacturer's specifications and instructions.
- C.1.5 The checking of external parts, nuts and bolts.
- C.1.6 The opening of the CB tank, draining of oil, cleaning of tank from old oil and carbon and replacement of oil with regenerated oil (Oil to be supplied by RWCLM)
- C.1.7 The inspection and testing of the main contacts condition and tank liners, inclusive of the inspection and cleaning of arc control devices/shields and oil dashpot ports, where applicable. In the event of fixed and moving contacts being badly defaced, they can be filed with a smooth file, care should be taken to preserve the original character of the contact faces. Repairing or adjusting contacts should only be carried out by a qualified person in compliance with the manufacturer's specifications and instructions.
- C.1.8 The checking of the mechanism nuts and bolts for the correct tightness and operation of the CB several times to check for smoothness of operation, inclusive of the local switch position indicator. All adjustments required to conform to the manufacturer's specification.
- C.1.9 The cleaning and inspection of all isolating contacts and examining for possible signs of overheating, re-lubrication and reconditioning as considered necessary, ensuring that all fastenings are tight and that a good contact is maintained.
- C.1.10 The cleaning and ensuring that all auxiliary switches are in a sound and working condition and that good contact pressure and freedom of movement of the operating links are maintained.
- C.1.11 The cleaning of the faces of instruments and relays, checking of all connections and maintenance of relays in accordance with the appropriate relay publications, inclusive of

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the checking of all secondary wiring, particularly the tightness of connections and correct wiring.

- C.1.12 The checking for the use of correctly rated fuses. If incorrect, the fuses are not to be replaced but a note is to be made in the report form.
- C.1.13 Confirming that the VT can be locked in the "in" and "out" positions, where applicable and that the VT racking mechanism is functioning correctly.
- C.1.14 The checking of the interlocking to ensure that the CB cannot be racked "in", if: (a) the low voltage circuit connections is not connected and (b) the CB is closed.
- C.1.15 In the test position, if an earthing switch is used, ensure that when operated, the CB cannot be pushed right "in".
- C.1.16 The inspecting for the continuity of all earthing connections and ensuring that the system is grounded as required.
- C.1.17 The performance of the following tests:
 - (a) Testing the resistance to ground of the earth connection. (b) Insulation resistance test.
 - (c) That all trip circuits operate at 70 % of the rated auxiliary voltage.
 - (d) Main contacts resistance with a Ductor tester or similar instrument. Approved calibration certificate required.
 - (e) Pole discrepancy and timing/speed tests using a Hathaway CSD CB tester unit or similar instrument. Approved calibration certificate required.
 - (f) Millivolt drop test on bus bars.
 - (g) Continuity test of voltage transformer fuses, time limit fuses, etc.
 - (h) Secondary tests and magnetisation curves.

C3.1.3.5.2 OIL FILLED SWITCHES/ ISOLATORS (Schedule of Prices Item C.2)

The unit rate includes the following items:

- C.2.1 The visual inspection for oil leaks, electrical discharge, unusual smells, noise and the availability of correct operating handles. (per each)
- C.2.2 The cleaning of equipment of all external and internal dirt and inspecting and checking the overall operation of the switchgear. (per each)
- C.2.3 The checking of the mechanism for smoothness of operation inclusive of the selector operation, ensuring that it is free and functionally properly as well as the interlocking associated with the cable testing device. All necessary adjustments and re-lubrication to conform to the manufacturer's specification.

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- C.2.4 The cleaning and inspection of all insulators and insulating material, inclusive of porcelain insulation for cracks or other defects, oil filled bushings/chambers for leaks and ensuring that oil levels are correct.
- C.2.5 The repairs of minor oil leak detected in item C.3.2 (per leak)
- C.2.6 The inspection of fixed contact faces for arc erosion, if severe erosion is found the contacts should be replaced, otherwise the arc erosion could be removed with a smooth file, for all silver-plated contact faces no abrasive should be used other than a good quality plate polish.
- C.2.7 The checking of the oil condition preferably taking a sample from the bottom of the chamber.
- C.2.8 The replacement of oil, oil should be replaced with oil supplied by RWCLM. The oil level as indicted inside the chamber/tank must be maintained correctly. (per each)
- C.2.9 The checking of the gas vent holes for any obstruction and when replacing the vent box ensuring that the external vent holes are at the bottom.
- C.2.10 The examining of the cable testing device insulators for damage as any small scratches on the surface may admit moisture and cause insulation breakdown.
- C.2.11 The checking for the continuity of all earthing connections and ensuring that the system is properly grounded as required.

C3.1.3.5.3 NON-EXTENSIBLE 6.6 kV/11 kV RING MAIN UNITS (OIL FILLED/SF6/VACUUM) FREE STANDING UNITS OR UNITS LOCATED WITHIN A MINIATURE SUBSTATION ENCLOSURE OR SWITCHGEAR ENCLOSURE (KIOSK) (Schedule of Prices Item C.3)

The unit rate includes the following items:

- C.3.1 The visual inspection for oil leaks, correct SF6 gas pressure, sound vacuum interrupter, electrical discharge, unusual smells, noise and the availability of correct operating handles.
- C.3.2 The cleaning of all parts from external and internal dirt and inspecting/checking the overall operation of the ring main unit.
- C.3.3 The repair of ring main unit mechanism.
- C.3.4 The cleaning and inspection of all insulators and insulating material, inclusive of porcelain insulation for cracks or other defects, oil filled chambers for leaks and ensuring that oil level is correct.
- C.3.5 The repair of minor oil leaks including material.

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- C.3.6 The inspection of fixed contact faces for arc erosion, if severe erosion is found the contacts should be replaced, otherwise the arc erosion could be removed with a smooth file. Necessary adjustments and re-lubrication to be done shall conform to the manufacturer's specification. (Material to be supplied by RWCLM)
- C.3.7 The checking of the oil condition preferably taking a sample from the bottom of the chamber. Oil test results should be supplied to RWCLM.
- C.3.8 The replacement of oil, oil should be replaced with oil supplied by the RWCLM. The oil level as indicted inside the chamber must be maintained correctly.
- C.3.9 The checking of the mechanism for smoothness of operation inclusive of the selector operation, ensuring that it is free and functionally properly as well as the interlocking associated with the cable testing device. All necessary adjustments and re-lubrication to conform to the manufacturer's specification.
- C.3.10 The examining of the cable testing device insulators for damage.
- C.3.11 The checking of the T-off fused chamber for any defects e.g. oil leaks, etc. and confirming that the interlocking functions correctly.
- C.3.12 The repairs to T-off fused chamber, repairs shall conform to the manufacturer's specification.
- C.3.13 The checking that the installed T-off fuses are correctly rated. If not, the fuses should not be replaced but note it on the report form.
- C.3.14 The checking for the continuity of all Earthing connections and ensuring that the system is properly grounded as required. The testing of the resistance to ground of the earth connection. Resistance values shall be supplied to RWCLM.

C3.1.3.5.4 MAINTENANCE OF MV (6,6 kV/11 kV) SWITCHGEAR ENCLOSURE (KIOSK) (Schedule of Prices Item C.4)

The unit rate includes the following items:

- C.4.1 The cleaning and tidying-up of the site, removal of vegetation/weeds and the cutting of grass around the kiosk including disposal of rubble, grass, etc. (per m²)
- C.4.2 The inspection of the concrete plinth for damage and possible subsidence.
- C.4.3 Repair concrete plinth.
- C.4.4 Replace concrete plinth.

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- C.4.5 The inspection of the kiosk roof cover to ascertain whether properly in place.
- C.4.6 The securing the kiosk roof cover.
- C.4.7 The checking of the kiosk for signs of rust on outside.
- C.4.8 The repainting of the enclosure. (per coat per m²). Any painting work must be inspected prior to the final coat.
- C.4.9 The checking that the kiosk doors are properly secured, locked and fitted with locking arrangements, inclusive of correct labels being displayed on the kiosk doors and that the labels are readable/properly secured. The official name/number of the kiosk should be visible and clear from the outside.
- C.4.10 Repairs of kiosk doors, locks and locking arrangement. (Per door)
- C.4.11 The cleaning and the tidying-up of the inside of the kiosk from dirt, etc.
- C.4.12 The checking of the cable entries in the concrete plinth whether they are covered with river sand or screed.
- C.4.13 The supply and installation of river sand and screed. (per m²)
- C.4.14 The checking that all cables are clearly tagged/labelled and properly secured/clamped, inclusive of correct earthing and the system being grounded as required. The testing of the resistance to ground of the earth connection. Resistance values shall be supplied to RWCLM.
- C.4.15 The re-lubrication of bolts and hinges.
- C.4.16 The repainting of the enclosure. Any painting work must be inspected prior to the final coat. (per site)

C3.1.3.5.5 MAINTENANCE OF MV MINIATURE SUBSTATION ENCLOSURE (Schedule of Prices Item C.5)

The unit rate includes the following items:

- C.5.1 The cleaning and tidying-up of the site, removal of vegetation/weeds and the cutting of grass around the miniature substation including disposal of rubble, grass etc. (per m²)
- C.5.2 The inspection of the concrete plinth for damage and possible subsidence.
- C.5.3 Repair concrete plinth.
- C.5.4 Replace concrete plinth excluding material.

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- C.5.5 The inspection of the miniature substation roof cover to ascertain whether properly in place and secured and effecting necessary repairs where required.
- C.5.6 The checking of the miniature substation for signs of rust and oil leaks on the transformer. (per enclosure)
- C.5.7 The checking that the miniature substation doors are properly secured, locked and fitted with locking arrangements, inclusive of correct labels being displayed on the miniature substation doors and that the labels are readable/properly secured. The official name/number of the miniature substation should be visible and clear from the outside.
- C.5.8 The repairs of kiosk doors, locks and locking arrangement. (Per door)
- C.5.9 The cleaning and the tidying-up of the insides of the MV and LV compartments of the miniature substation from dirt, etc.
- C.5.10 The cleaning of the transformer.
- C.5.11 The repairs of minor leaks of the transformer (bushings, side glass, tap-changers and taps).
- C.5.12 The replacement of silica gel breather where applicable.
- C.5.13 The checking of the cable entries in the concrete plinth whether they are covered with river sand or screed.
- C.5.14 The supply and installation of river sand and screed. (per m²)
- C.5.15 The checking that all cables are clearly tagged/labelled and properly secured/clamped, inclusive of correct Earthing and the system being grounded as required.
- C.5.16 The checking that the transformer star point is earthed and connected to the neutral bar as well as the earth point on the miniature substation.
- C.5.17 The inspection for the continuity of all Earthing connections and testing of the resistance to ground of the earth connection. Resistance values to be supplied to RWCLM.
- C.5.18 The visual inspection of electrical connections onto the LV Henley units/ LV circuit breakers/bus-bars/fuse pillars and check for proper tightness and visible hot connections.
- C.5.19 The re-lubrication of bolts and hinges.
- C.5.20 The fitting of labels. Labels to be supplied by RWCLM (per label)

C3.1.3.5.6 REFURBISHMENT OF MINIATURE SUBSTATIONS (Schedule of Prices Item C.6)

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C.6 The following work, inspections and repairs shall be executed:

- (a) The visual inspection for oil leaks, correct SF6 gas pressure, electrical discharge, unusual smells, noise and the availability of correct operating handles.
- (b) The inspecting cleaning and repairs of all MV and LV equipment including, insulators, insulating material, transformers, oil filled bushings/chambers, gauge glasses and switchgear of all external and internal dirt. As well as tidying-up of inside of kiosk from dirt, etc. A maximum of 20% of chipped or broken sheds is permitted on an insulator. Chips or breaks shall be painted with glyptol.
- (c) The inspecting, checking and repairs of the overall switchgear/ ring-main unit mechanism for smoothness of operation inclusive of the selector operation, ensuring that it is free and functionally properly as well as the interlocking associated with the cable testing device. All necessary adjustments and re-lubrication to conform to the manufacturer's specification.
- (d) The inspection of fixed contact surfaces for arc erosion, if minor the arc erosion could be removed with a smooth file, for all silver-plated contact faces no abrasive should be used other than a good quality plate polish. Necessary adjustments and re-lubrication to be done shall conform to the manufacturer's specification.
- (e) The replacement of oil within the ring main unit, oil must be replaced with oil supplied by RWCLM. The oil level must be maintained correctly as indicted inside the chamber/tank.
- (f) The checking for the continuity of all Earthing connections and ensuring that the MV and LV system is properly grounded as required. Including checking and ensuring that the transformer star point is earthed and connected to the neutral bar as well as the earth point on the miniature substation
- (g) The examining and repair of the cable testing device insulators.
- (h) The checking of the T-off fused chamber for any defects e.g. oil leaks, etc. and confirming that the interlocking functions correctly.
- (i) The cleaning and tidying-up of the site, removal of vegetation/weeds and the cutting of grass around the miniature sub including disposal of rubble, grass, etc.
- (j) The inspection and of the concrete plinth for damage and possible subsidence.
- (k) The inspection and securing of the roof cover to ascertain whether properly in place.
- (l) The repainting of the enclosure. Any painting work must be inspected prior to the final coat.
- (m) The minor repairs to all doors and ensure it is properly secured, locked and fitted with locking arrangements, inclusive of correct labels being displayed on the doors and that the labels are readable/properly secured. The official name/number of the miniature sub/kiosk should be visible and clear from the outside. All door cover seals to be intact/replaced.
- (n) The checking of the cable entries in the concrete plinth whether they are covered with river sand or screed.
- (o) The checking that all cables are clearly tagged/labelled and properly secured/clamped, inclusive of correct Earthing and the system being grounded as required. The testing of the resistance to ground of the earth connection. Resistance values shall be supplied to RWCLM.

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- (p) The re-lubrication of bolts, nuts, hinges, etc.
- (q) The checking of all metal parts for corrosion and minor repairs to be done where necessary.
- (r) The checking of all insulating putty and tape on cable contacts, replacement to be done where necessary.
- (s) The visual inspection of electrical connections onto the LV Henley units/ LV circuit breakers/busbars/fuse pillars and check for proper tightness and visible hot connections
- (t) The issuing of full test certificates and full-service reports on all work carried out, inclusive of producing an Excel spread sheet document or similar document reflecting all switchgear, CT and relay information per circuit, MV switchgear enclosures(kiosks), MV miniature substation enclosures, etc.

The above work should include all labour and equipment resources to preform work mentioned.

C3.1.3.5.7 Construction of a new bulk 40MVA x 132kV/11kV/66kV Substation / Switching Station

- Construction of a complete new 132kV/11kV/6.6kV bulk substation including the supply and installation of all H/V and M/V hardware, breakers, isolators, bus bar, lightning arrestors, voltage transformers, current transformers, metering, protection, battery chargers, complete switching room and equipment, the supply and installation of a 40MVA x 132kV/11kV/6.6kV substation transformer, etc. Including the testing and commissioning and energizing of new 40MVA x 132kV/11kV/6.6kV bulk substation.
- Construction of 17.2m x 7m switching station this include 3.5m Mimic room. Size of actual development substation or switching station to be approved by Rand West City Local Municipality and based on the design and Engineering estimates. (RWCLM appointed consultants).

C3.1.3.5.8 HIRING OF MACHINERY (Schedule of Prices Item C.7)

The unit rate (per hour) includes the hire of the relevant equipment or machinery.

The cost of the driver/operator of the vehicle/machinery/equipment supplied by the Contractor must be given per hour.

The driver/operator shall be able to operate the vehicle/machinery/equipment on the vehicle in the case of crane trucks, hydraulic towers, etc., and shall have the necessary training certificates. The Contractor shall supply proof of training certificates of the driver/operator, when requested by the HEAD OF DEPARTMENT or his authorised representative.

C3.1.3.5.9 LABOUR RATES (Schedule of Prices Item C.8)

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- The unit rate per hour will be applied in respect of any additional work (non-scheduled items) to be executed and to cater for special needs that may arise from time to time during the validity period of the contract.

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C3.1.3.5.10 RATES FOR DRY ICE CLEANING (Schedule of Prices Item C.9)

The unit rate will be for a minimum time period of six (6) hours providing for the following:

C.12.1 The provision of dry ice cleaning equipment for the cleaning of out

door primary and secondary plant e.g. transformer bushings, porcelain insulators, bus-bars suspension insulators, etc. inclusive of the cleaning of indoor substation equipment such as 6,6 kV/11 kV/22 kV switchgear panels, control panels, marshalling kiosks, etc.

The applied cleaning process shall be non-abrasive, not using any hazardous material, non-toxic, no conductivity capability, no excessive moisture and no hazardous materials to dispose of.

C3.1.3.5.11 RATES FOR DRY ICE CLEANING (Schedule of Prices Item C.9)

C3.4.1 WORKS SPECIFICATIONS

C3.4.1.1 Applicable SABS 1200 Standardized Specifications

N/A

C3.4.1.2 Particular Specifications

The Contractor/Bidder must be on the required site within two hours of being notified and work must not be terminated until the repairs have been completed and tested.

C3.4.1.3 National and International Standards

N/A

C3.4.1.4 Variations and Additions to the SABS 1200 Standardized Specifications

N/A

C3.4.2 SITE ESTABLISHMENT

N/A

C3.4.2.1 Services and facilities provided by the Employer

The contractor is responsible for and must make provision at his own expense for the transportation of all employees for the execution of the work where work is executed in terms of tendered unit tariffs.

(a) Water sources

N/A

(b) Electricity supply

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N/A

(c) Excrement disposal

N/A

(d) Area for contractor's site establishment

N/A

(e) Rail facilities

N/A

C3.4.2.2 Facilities provided by the Contractor

(i) Office accommodation

N/A

(ii) Carports

N/A

(iii) Site meeting venue

N/A

(iv) Contract name boards

N/A

(v) Survey equipment and assistants

N/A

(vi) Telephone facilities

N/A

(vii) Computer facilities

N/A.

(viii) Fax facilities

N/A

(ix) Electricity supply for the Project Manager

N/A

(x) Site instruction book

N/A

(xi) Housing for Project Manager's Representative

N/A

(b) Water

The Contractor shall, at his own expense, be responsible for obtaining and providing all water as may be required for the purposes of executing the Contract, including water for both construction purposes and domestic use, as well as for making all arrangements in connection therewith. The Contractor shall further, at his own expense, be responsible for providing all necessities for procuring, storing, transporting and applying water required for the execution of the Contract, including but not limited to all piping, valves, tanks, pumps, meters and other plant and equipment, as well as for all work and superintendence associated therewith.

The sources of all water utilised for the purposes of the Contract shall be subject to the prior approval of the Project Manager, which approval shall not be unreasonably withheld.

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The Contractor shall comply with all prevailing legislation in respect of drawing water from natural and other sources and shall, when required by the Project Manager, produce proof of such compliance. The providing of water shall be carried out by the Contractor strictly in accordance with the applicable laws and regulations.

All water provided by the Contractor for construction purposes shall be clean, free from undesirable concentrations of deleterious salts and other materials and shall comply with any further relevant specifications of the Contract. The Contractor shall, whenever reasonably required by the Project Manager, produce test results demonstrating such compliance. Water provided by the Contractor for human consumption shall be healthy and potable to the satisfaction of the health authorities in the area of the Site.

No separate payment will be made to the Contractor for the obtainment, distribution and consumption of water, the costs of which will be deemed to be included in the Contractor's bidden rates.

(c) Electricity

The Contractor shall, at his own expense, be responsible for obtaining and providing all electricity as he may require for the purposes of executing the Contract, including electricity for both construction purposes and domestic use, as well as for making all arrangements in connection therewith.

The providing of electricity shall be carried out by the Contractor strictly in accordance with the applicable laws and regulations.

No separate payment will be made to the Contractor for the obtainment, distribution and consumption of electricity, the costs of which will be deemed to be in the Contractor's bidden rates and prices.

(d) Excrement disposal

The Contractor shall, at his own expense, be responsible for safely and hygienically dealing with and disposing of all human excrement and similar matter generated on the Site during the course of the Contract, to the satisfaction of the responsible health authorities in the area of the Site and the Project Manager. All such excrement shall be removed from the Site and shall not be disposed of by the Contractor on the Site.

The Contractor shall further comply with any other requirements in this regard as may be stated in the Contract.

No separate payment will be made to the Contractor in respect of discharging his obligations in terms of this sub clause and the costs thereof shall be deemed to be included within the Contractor's bidden Preliminary and General items.

C3.4.2.3 Site usage

N/A

C3.4.2.4 Permits and wayleaves

Where applicable wayleaves shall be obtained before excavations are undertaken.

C3.4.2.5 Features requiring special attention

(a) Site maintenance

During progress of the work and upon completion thereof, the Site of the Works shall be kept and left in a clean and orderly condition. The Contractor shall store materials and equipment for which he is responsible in an orderly manner and shall keep the Site free from debris and obstructions.

The Contractor/Tenderer shall provide the necessary watch guards as required in order to guard the contract sites, works and equipment, while the work/task is being carried out, if required. Material and spares must be relocated to a safe location in the case of where the repair procedure takes a number of days to complete the task, the relocation and storage will be the responsibility of the Contractor/Bidder.

TENDER: MAINTENANCE ON SUBSTATIONS AND TRANSFORMERS

Please note that the Contractor/Bidder will be responsible for the safe guarding and in the event of theft, vandalism or damage, the replacement of any material issued to him/her by Randfontein, until such time as the equipment has been energized and taken over by Randfontein.

The Contractor/Bidder must therefore ensure that he/she is adequately insured against any such possible occurrences.

(b) Testing and quality control

(I) CONTRACTOR TO ENGAGE SERVICES OF AN INDEPENDENT LABORATORY

N/A

(II) ADDITIONAL TESTING REQUIRED BY THE PROJECT MANAGER

N/A

(III) COSTS OF TESTING

(a) Tests in terms of sub clause C3.4.2.5(c)(i)

N/A

(b) Additional tests required by the Project Manager

N/A

(c) Subcontractors

All matters pertaining to subcontractors (including Nominated Subcontractors) and the work executed by them shall be dealt with directly between the Project Manager and the Contractor in the context of all subcontract work being an integral part of the Works for which the Contractor is responsible.

The Project Manager will not liaise directly with any subcontractors nor will he issue instructions concerning the subcontract works directly to any subcontractor.

All matters arising from the subcontract agreements shall be dealt with directly between the Contractor and the subcontractors and the Project Manager will not become involved.

(d) Opening up and closing down of designated borrow pits

N/A

(e) Access to properties

N/A

(f) Existing residential areas

Electricity supply interruptions in existing areas shall be kept to a minimum. The Project Manager's approval shall be obtained prior to such interruptions and residents shall be notified in writing at least 24 hours but not more than 48 hours in advance. Supplies shall be normalised by 16:00 on the same day.

(g) Labour-intensive competencies of supervisory and management staff

N/A

(h) Employment of unskilled and semi-skilled workers in labour-intensive works

(I) REQUIREMENTS FOR THE SOURCING AND ENGAGEMENT OF LABOUR

N/A

(II) SPECIFIC PROVISIONS PERTAINING TO SANS 1914-5

TENDER: MAINTENANCE ON SUBSTATIONS AND TRANSFORMERS

N/A

(4) Variations to SANS 1914-5

N/A

(III) TRAINING OF TARGETED LABOUR

N/A

(i) Employment of local labour

It is the intention that this Contract should make maximum use of the local labour force that is presently underemployed. To this end the Contractor shall limit the utilisation on the Contract of non-local employees to that of key personnel only and to employ and train local labour to the extent necessary for the execution and completion of this Contract.

The Contractor shall fill in the form entitled Key Personnel in the Forms to be completed by the Bidder. The data stated on the above-mentioned form will be strictly monitored during the Contract period and any deviations therefrom shall be subject to the prior approval of the Project Manager, which approval shall not be unreasonably withheld.

The employment of casual labour will be done in co-operation with community leaders and local structures. The bidder shall ensure that all remuneration paid to employees is in line with the relevant sectorial determination in terms of the Basic Conditions of Employment Act, No 75 of 1997, as determined by the Department of Labour

(j) Monthly statements and payment certificates

The statement to be submitted by the Contractor in terms of Clause 49 of the Conditions of Contract shall be prepared by the Contractor at his own cost, strictly in accordance with the standard payment certificate prescribed by the Project Manager, in digital electronic computer format. The Contractor shall, together with a copy of the digital electronic computer file of the statement, submit two (2) A4 size paper copies of the statement.

For the purposes of the Project Manager's payment certificate, the Contractor shall subsequently be responsible, at his own cost, for making such adjustments to his statement as may be required by the Project Manager for the purposes of accurately reflecting the actual quantities and amounts which the Project Manager deems to be due and payable to the Contractor in the payment certificate.

The Contractor shall, at his own cost, make the said adjustments to the statement and return it to the Project Manager within three (3) normal working days from the date on which the Project Manager communicated to the Contractor the adjustments required. The Contractor shall submit to the Project Manager five (5) sets of A4 size paper copies of such adjusted statement, together with a copy of the electronic digital computer file thereof.

Any delay by the Contractor in making the said adjustments and submitting to the Project Manager the requisite copies of the adjusted statement for the purposes of the Project Manager's payment certificate will be added to the times allowed to the Project Manager in terms of Sub clause 49.4 of the Conditions of Contract to submit the signed payment certificate to the Employer and the Contractor. Any such delay will also be added to the period in which the Employer is required to make payment to the Contractor.

(k) Construction in restricted areas

N/A

(l) Notices, signs, barricades and advertisements

All areas barricaded to prevent entrance to live equipment shall not be entered by workers

(m) Workmanship and quality control

TENDER: MAINTENANCE ON SUBSTATIONS AND TRANSFORMERS

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications rests with the Contractor, and the Contractor shall, at his own expense, institute a quality control system and provide suitably qualified and experienced Project Managers, foremen, surveyors, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the Works at all times.

The cost of supervision and process control, including testing carried out by the Contractor, will be deemed to be included in the rates bidded for the related items of work.

C3.4.2.6 Extension of time due to abnormal rainfall

No extension of time will be granted in respect of delays incurred by the Contractor arising from the occurrence of wet climatic conditions on the Site, whether abnormal or otherwise.

C3.4.3 PLANT AND MATERIALS

C3.4.3.1 Plant and materials supplied by the employer

The contractor must collect all material required for the successful completion of the work, either from the Electrical Depot or the Electrical Store. The Contractor remains responsible for the correct material, even if the material is provided by the Municipality.

In instances where material cannot be supplied by the Municipality, the successful bidder(s) can be requested to supply the required material according to the RWCLM specifications at market related cost (proof of purchase will be required which must be market related) and the successful bidder(s) will be allowed a mark-up of 10% on the said purchased equipment.

All invoices submitted for material supplied, must be submitted separately and must be certified for payment by the Project Manager.

In the event of any dispute arising from whether such pricing is market related or not, three quotations will be called for the same material from three different suppliers by the Electrical Department and the cheapest of the three will be accepted by the contractor and the Project Manager as the market related value.

The following duties are also the responsibility of the employer:

To carry out certain electrical tests, to be agreed upon prior to the commencement of work.

To switch out the network, or portion of the network on which the contractor must work, and to issue the Contractor with the necessary work permit/s before they can continue working on the network. (The work to be carried out in terms of the Randfontein General Instructions, Operational Procedures and Policies).

To provide the Contractor with all necessary information, drawings, etc. (where available), as he/she may require to allow work to proceed uninterrupted.

To supervise the work in progress.

TENDER: MAINTENANCE ON SUBSTATIONS AND TRANSFORMERS

The Municipality's authorized operator will carry out the phasing of the cable, when required, in terms of the General Instructions, Operational Procedures and Policies and he/she must ensure that it complies to the standard requirements.

The authorized operator will witness all tests to be conducted by the contractor, of the equipment on completion of required maintenance work and obtain test certificates.

To provide the Contractor with uninterrupted access to Site for the purpose of completing the Works (where "Site" means area to be occupied by the Contractor and "Works" means specified duties performed by the Contractor).

C3.4.3.2 Materials, samples and shop drawings

Samples

N/A

C3.4.4 CONSTRUCTION EQUIPMENT

C3.4.4.1 Requirements for equipment

N/A

C3.4.4.2 Equipment provided by the employer

N/A

C3.4.5 EXISTING SERVICES

C3.4.5.1 Known services

The utmost care shall be exercised to prevent damage to services

C3.4.5.2 Treatment of existing services

It will be the contractor's responsibility to make sure that all services have been indicated and a signed drawing is obtained from the relevant Area indicating all services of the site where work/task is to be carried out.

C3.4.5.3 Use of detection equipment for the location of underground services

The ELECTRICAL DEPARTMENT: relevant Area shall, upon the contractor's request, render the necessary assistance to point out to the contractor any services on site. The contractor must make application for way-leaves in terms of the Municipalities standard requirements.

C3.4.5.4 Damage to services

The contractor will be responsible for any destruction/damage in determining the exact extent and location of any services and shall be liable for damages to any such services or any damages suffered by a third party as a result of the excavations carried out by him/her.

C3.4.5.5 Reinstatement of services and structures damaged during work

Damage to services shall immediately be reported to the relevant department.

C3.4.6 VARIATIONS AND ADDITIONS TO SABS 1200 STANDARDIZED SPECIFICATIONS AND PARTICULAR SPECIFICATIONS

N/A

PARTICULAR SPECIFICATIONS

N/A

B 1231 LABOUR BASED CONSTRUCTION METHODS

Bidders must take into consideration that the following works may only be constructed using labour-based construction methods:

- a) Excavation to expose existing services.

Where Bidders propose to use additional labour-based methods, the methods must be stated as well as the activities. It will reflect positively on the Bidder's bid if he should use more labour-based methods.

PLI 1 Scope

N/A

PLI 2 Precedence

N/A

PLI 3 Hand excavatable material

N/A

(a) Granular materials:

N/A

(b) Cohesive materials:

N/A

PLI 4 Trench excavation

N/A

PLI 5 Compaction of backfilling to trenches (areas not subject to traffic)

N/A

PLI 6 Excavation

N/A

PLI 7 Clearing and grubbing

N/A.

PLI 8 Shaping

N/A.

PLI 9 Loading

N/A

PLI 10 Haul

N/A

PLI 11 Offloading

N/A

PLI 12 Spreading

N/A

PLI 13 Compaction

TENDER: MAINTENANCE ON SUBSTATIONS AND TRANSFORMERS

N/A

PLI 14 Grassing

N/A

PLI 15 Stone pitching and rubble concrete masonry

N/A

PLI 16 Manufactured elements

N/A

SCHEDULES OF QUANTITIES

N/A

C3.5 MANAGEMENT OF THE WORKS

C3.5.1 GENERIC SPECIFICATIONS

N/A

C3.6 HEALTH AND SAFETY

Competent Persons

Personnel employed on the maintenance and repair of substations (buildings, perimeter fencing and equipment) ranging from 6,6kV to 132kV (excluding transformers) for the ELECTRICAL DEPARTMENT shall be competent persons as defined in the Occupational Health and Safety Act (Act 85, 1993) and shall be thoroughly experienced and competent in working in close proximity of live and dangerous electrical equipment and assistants shall be adequately supervised to ensure the highest standard of workmanship. Work in proximity of live equipment must be carried out by a competent person (competent as defined in the Occupational Health and Safety Act (Act 85, 1983)

The contractor shall supply the RWCLM and include in the bid document, copies of all documentation in support of the qualifications and experience of the personnel he/she intends to use. Contractors who cannot offer competent, qualified electricians, (as defined in the Occupational Health and Safety Act (Act 85, 1993)) and inexperienced personnel in this field will not be considered and their bid will be rejected.

C3.6.1 HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES

12.1.10 Before any work can commence it is necessary for all contractors to register with Randfontein's Occupational Health and Safety Practitioner:

Will be provided after award of tender

The contractors hereby indemnify the Council and undertake to protect the Council against any loss, costs and liability as a result of any work undertaken by the contractor. The execution of this work requires that all workmen be made aware by the contractor of the danger and risks of live networks (Electrical shock, electrical burns and loss of supply).

TENDER: MAINTENANCE ON SUBSTATIONS AND TRANSFORMERS

The Contractor/Bidder shall be responsible for all injuries sustained to person(s) whether in his/her employment or not, and for all damages sustained to any property whatsoever, resulting from any such act or omission in the execution of work, and he/she shall at his/her own cost make good all such damage(s) to property in a proper and workmanlike manner to the satisfaction of the Employer, or at the option of and to the extent decided by the Employer, shall pay compensation for such damage(s); and he/she shall pay all sums whether the principle, interest or costs awarded against the Employer in respect of any claim arising out of such injury or damage, and all costs (including attorneys and client costs) and the expenses to which the Employer may be put in investigating, deciding or settling any such claims: Provided that the Employer shall not settle any claim without consulting the Contractor.

The Contractor/Bidder shall at his/her own expense, arrange the necessary insurance, to cover any such aforementioned claim. The insurance cover to be valid for 12 (twelve) months after completion of the contract/tender. Proof of insurance must be provided prior to signing of this agreement.

(a) Construction Regulations, 2014

The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2014 (the regulations) as promulgated in Government Gazette No 37307 and Regulation Gazette No 10113 of 7 February 2014. (A copy of the Construction Regulations is included as an Annexure in this Volume). Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the Works.

The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the Project Specifications, Schedule of Quantity and Drawings, as well as in the Employers' health and safety specifications (regulation 4(1)) of the Construction Regulations 2014, which are bound in the Contract document/will be issued separately by the Employer.

The Contractor shall in terms of regulation 5(1) provide a comprehensive health and safety plan detailing his proposed compliance with the regulations, for approval by the Employer.

The Contractor shall at all times be responsible for full compliance with the approved plan as well as the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or regulations.

A payment item is/Payment items are included in the Schedule of Quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned regulations

C3.6.2 PROTECTION OF THE PUBLIC

Members of the public shall not be allowed into the substation area.

C3.6.3 BARRICADES AND LIGHTING

All areas barricaded to prevent entrance to live equipment shall not be entered by workers.

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

MBD 4

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.

.....

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

(a) a member of –

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

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

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

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

(e) 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?

1.1 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.

***YES / NO**

.....
.....

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?

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.

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?

* Delete if not applicable

***YES / NO**

3.1 If yes, furnish particulars

.....
.....

***YES / NO**

4. Will any portion of goods or services be sourced from outside 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?

***YES / NO**

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 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **80/20** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
At least 51% black ownership	5	10		
At least 51% Women ownership	5	10		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

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, 2011 and 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, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids 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-BBEE.
- 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 the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as required in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedti.gov.za/industrial development/ip.jsp> at no cost.

1.6. A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
 - 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
 - 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
 - 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
 - 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the 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).
 - 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
 - 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
 - 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
 - 2.9. **“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.
3. **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
---	------------------------------

	_____ %
	_____ %
	_____ %

4. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

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

- 4.1 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 the SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.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.

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?

(Tick applicable box)

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

- 5.1. If yes, provide the following particulars:

- (a) Full name of auditor:
- (b) Practice number:
- (c) Telephone and cell number:
- (d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. 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 Accounting Officer / Accounting Authority 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.

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):
.....

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/industrialdevelopment/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
- (ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 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 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Municipality /Municipal Entity 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 / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 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	<p>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?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
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?	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>

4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
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

.....
Position

.....
Name of Bidder

Js367bW

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:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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.

MBD 9

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

Js9141w 4

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 any thing 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.

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

15. Warranty

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

15.2 This warranty shall remain valid for 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.

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| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>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.</p> |
| 18. Contract amendments | <p>18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p> |
| 19. Assignment | <p>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.</p> |
| 20. Subcontracts | <p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p> |
| 21. Delays in the supplier's performance | <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> |

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 anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or 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,
- (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;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in 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 Programme (NIP)	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.