

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD
SUPPLY CHAIN MANAGEMENT		
SCM - 542	Approved by Branch Manager: February 2024	Version: 10

TENDER NO: 112G/2024/25 TENDER DESCRIPTION: MANUFACTURE, TESTING, SUPPLY AND DELIVERY OF 12 KV METAL-ENCLOSED RING MAIN UNITS, EXTENSIBLE SWITCHGEAR AND BULK METERING UNITS CONTRACT PERIOD: NOT EXCEEDING THIRTY-SIX (36) MONTHS FROM DATE OF COMMENCEMENT OF CONTRACT

CLOSING DATE	02 December 2024
CLOSING TIME	10:00 am
TENDER BOX NUMBER	134
TENDER FEE	R200.00

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

TENDERER	
NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual (hereinafter the “Tenderer”)	
TRADING AS (if different from above)	
Registration number of Tenderer	
Physical address and chosen domicilium citandi et executandi of Tenderer	

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

TENDER SERIAL NO.:
SIGNATURES OF CCT OFFICIALS AT TENDER OPENING
1
2
3

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THE TENDER

T.1 GENERAL TENDER INFORMATION

- TENDER ADVERTISED** : 25 October 2024
- CLARIFICATION MEETING** : Time: 10h00 on Date: 8 November 2024
(Not compulsory, but strongly recommended)
- VENUE FOR CLARIFICATION MEETING** :
<https://meet.capetown.gov.za/patrick.o'halloran/Q9FGDVSL>
- TENDER BOX and ADDRESS** : **Tender Box as per front cover** at the **Tender and Quotation Boxes Office**, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town.
- : The Tender Document (which includes the Form of Offer and Acceptance) completed and signed in all respects, plus any additional supporting documents required, must be submitted in a sealed envelope with the name and address of the tenderer, the endorsement **“TENDER NO. 112G/2024/25: MANUFACTURE, TESTING, SUPPLY AND DELIVERY OF 12 KV METAL-ENCLOSED RING MAIN UNITS, EXTENSIBLE SWITCHGEAR AND BULK METERING UNITS”**, the tender box number. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time. If the tender offer is too large to fit into the abovementioned box or the box is full, please enquire at the public counter (Tender Distribution Office) for alternative instructions. It remains the tenderer's responsibility to ensure that the tender is placed in either the original box or as alternatively instructed.
- CCT TENDER REPRESENTATIVE** Email: SCM.Tenders21@capetown.gov.za
(All tender related correspondence to be send to the SCM e-mail address)

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

T.2 CONDITIONS OF TENDER

2.1 General

2.1.1 Actions

2.1.1.1 The City of Cape Town (hereafter referred to as the "CCT") and each tenderer submitting a tender offer (hereinafter referred to as the "tenderer" or the "supplier") shall comply with item T.2 of this Tender Document Goods and Services (hereinafter referred to as these "Conditions of Tender"). The tenderer and the CCT shall collectively hereinafter be referred to as the "Parties" and individually a "Party"). In their dealings with each other, the Parties shall discharge their duties and obligations as set out in these Conditions of Tender, timeously and with integrity, and behave equitably, honestly and transparently, and shall comply with all legal obligations imposed on the Parties herein and in accordance with all applicable laws.

The Parties agree that this tender Tender Document Goods and Services (hereinafter referred to as the "Tender" / "Tender Document"), its evaluation and acceptance and any resulting contract shall also be subject to the CCT's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised and as amended from time to time. If the CCT adopts a new SCM Policy which contemplates that any clause therein would apply to the Contract emanating from this tender (hereinafter referred to as the "Contract"), such clause shall also be applicable to that Contract. Please refer to this document contained on the CCT's website.

Abuse of the supply chain management system is not permitted and may result, inter alia, (1) in the tender being rejected; (2) cancellation of the contract; (3) restriction of the supplier, and/or (4) the exercise by the CCT of any other remedies available to it as provided for in the SCM Policy and/or the the Contract and/or this tender and/or any applicable laws .

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

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

2.1.2 Interpretation

2.1.2.1 The additional requirements contained in Annexure F to the contract (hereinafter referred to as the "returnable documents" / "Returnable Schedules") are part of these Conditions of Tender and are specifically hereby incorporated into these Conditions of Tender.

2.1.2.2 These Conditions of Tender and returnable Documents which are required for CCT's tender evaluation purposes herein, shall form part of the Contract arising from the CCT's corresponding invitation to tender.

2.1.3 Communication during tender process

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

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

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

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

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

2.1.5 Procurement procedures

2.1.5.1 General

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

Tender Items A1 to A3, B1 to B14, C1 to C3 and D1 will be individually competitively evaluated and tenderers may tender for any of these items.

Tender Items A4 to A15 are required for assembly of substation switchboards, and shall be awarded to a single Tenderer (and on the basis of a common manufacturer and model range). Tenderers are required to have tendered for all of Items A5 to A8, and either A9 and A10 or A11 to A15 in order to be considered for award for these Items. The competitive award of items A5 to A8 and associated accessories A9 and A10 or A11 to A15 will be done on a **completely assembled** switchboard configuration from left to right comprising off the following extensible modules;

2 off item A5,
1 off item A7,
1 off item A8, and
1 off item A6

Tender Items D2 to D6 are spares items relating to Items A6 and A8, B3, B6, B8, B9, B10, C1 and / or C2 and tenderers offering any of these Items should preferably tender for the corresponding Items D2 to D6.

Tenderers offering any of Items A1-A8, B1-B11, C1 to C3 **are required** to also tender for the associated training, Item D10, **and** SF6 gas management, Items D7-D9. An award for Items D7-D9 will be made to each Tenderer awarded any of corresponding Items A1-A8, B1-B11, C1, C2 or C3.

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

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

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

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

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

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

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

2.1.5.2 Proposal procedure using the two stage-system

A two-stage system not be followed.

2.1.5.3 Nomination of Standby Bidder

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

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

2.1.6.1 Disputes, objections, complaints and queries

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

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

2.1.6.2 Appeals

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

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

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

2.1.6.4 All requests referring to sub clauses 2.1.6.1 and 2.1.6.2 must be submitted in writing to:
The City Manager - C/o the Manager: Legal Compliance Unit, Legal Services Department, Office of the City Manager
Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001
Via post at: Private Bag X918, Cape Town, 8000
Via email at: MSA.Appeals@capetown.gov.za

2.1.6.5 All requests referring to clause 2.1.6.3 must be submitted in writing to:
The City Manager - C/o the Manager: Access to Information Unit, Legal Service Department, Office of the City Manager
Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001
Via post at: Private Bag X918, Cape Town, 8000
Via email at: Access2info.Act@capetown.gov.za

2.1.6.6 The minimum standards regarding accessing and 'processing' of any personal information belonging to another in terms of Protection of Personal Information Act, 2013 (POPIA).
For purposes of this clause 2.1.6.6, the contract and these Conditions of Tender, the terms "data subject", "Personal Information" and "Processing" shall have the meaning as set out in section 1 of POPIA, and "Process" shall have the corresponding meaning.

The CCT, its employees, representatives and sub-contractors may, from time to time, Process the tenderer's and/or its employees', representatives' and/or sub-contractors' Personal Information, for purposes of, and/or relating to, the tender, the contract and these Conditions of Tender, for research purposes, and/or as otherwise may be envisaged in the CCT's Privacy Notice and/or in relation to the CCT's Supply Chain Management Policy or as may be otherwise permitted by law. This includes the Processing of the latter Personal Information by the CCT's due diligence assurance provider, professional advisors and the Appeal Authority as applicable. The CCT's justification for the processing of such aforesaid Personal Information is based on section 11(1)(b) of POPIA, i.e., in terms of which the CCT's Processing of the said Personal Information is necessary to carry out actions for the conclusion and/or performance of the contract, to which the applicable data subject (envisaged in this clause 2.1.6.6 above) is a party.

All requests relating to data protection must be submitted in writing to:
The City Manager - C/o the Information Officer, Office of the City Manager
Via hand delivery at: 20th Floor, Tower Block, 12 Hertzog Boulevard, Cape Town 8001
Via post at: Private Bag X9181, Cape Town, 8000
Via email at: Popia@capetown.gov.za

2.1.6.7 Compliance to the CCTs Appeals Policy.

In terms of the CCT's Appeals Policy, a fixed upfront administration fee will be charged. In addition, a surcharge may be imposed for vexatious and frivolous or otherwise manifestly inappropriate tender related appeals.

The current approved administration fee is R300.00 and may be paid at any of the Municipal Offices or at the Civic Centre in Cape Town using the GL Data Capture Receipt attached as Schedule F.14: Appeal Application Form. Alternatively, via EFT into the CCT's NEDBANK Account: CITY OF CAPE TOWN and using Reference number: 198158966. You are required to send proof of payment when lodging your appeal.

The current surcharge for vexatious and frivolous or otherwise manifestly inappropriate tender related appeals will be calculated as ½ (Administrative cost of the tender appeal) + 0.25 % (Appellant's tender price).

Should the payment of the administration fee of R300.00 or the surcharge not be received, such fee or surcharge will be added as a Sundry Tariff to the bidder's municipal account.

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

2.1.7 CCT Supplier Database Registration

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

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

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

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

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

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

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

2.2 Tenderer's obligations

2.2.1 Eligibility Criteria

2.2.1.1 Tenderers are obligated to submit a tender offer that complies in all aspects to the conditions as detailed in this tender document and the Conditions of Tender. An 'acceptable tender must "COMPLY IN ALL" aspects with the tender, Conditions of Tender, all Specifications (i.e., item C.5 below, hereinafter the "Specifications"), pricing instructions herein and the Contract including its conditions.

2.2.1.1.1 Submit a tender offer

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

2.2.1.1.2 Compliance with requirements of CCT SCM Policy and procedures

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

- a) A completed **Details of Tenderer** to be provided (applicable schedule below to be completed);
- b) A completed **Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums** to be provided authorising the tender to be made and the signatory to sign the tender on the partnership /joint venture/consortium's behalf (applicable schedule below to be completed);
- c) A copy of the partnership / joint venture / consortium agreement to be provided, where applicable.
- d) A completed **Declaration of Interest – State Employees** to be provided and which does not indicate any non-compliance with the legal requirements relating to state employees (applicable schedule below to be completed);
- e) A completed **Declaration – Conflict of Interest and Declaration of Bidders' past Supply Chain Management Practices** to be provided and which does not indicate any conflict or past practises that renders the tender non-responsive based on the conditions contained thereon (applicable schedules below to be completed);
- f) A completed **Certificate of Independent Bid Determination** to be provided and which does not indicate any non-compliance with the requirements of the schedule (applicable schedule below to be completed);

- g) The tenderer (including any of its representatives, directors or members), has not been restricted in terms of abuse of the Supply Chain Management Policy,
- h) The tenderer's tax matters with SARS are in order, or the tenderer is a foreign supplier that is not required to be registered for tax compliance with SARS;
- i) The tenderer is not an advisor or consultant contracted with the CCT whose prior or current obligations creates any conflict of interest or unfair advantage;
- j) The tenderer is not a person, advisor, corporate entity or a director of such corporate entity, who is directly or indirectly involved or associated with the bid specification committee;
- k) A completed **Authorisation for the Deduction of Outstanding Amounts Owed to the CCT** to be provided and which does not indicate any details that renders the tender non-responsive based on the conditions contained thereon (applicable schedules below to be completed);
- l) The tenderer (including any of its representatives, directors or members), has not been found guilty of contravening the Competition Act 89 of 1998, as amended from time to time;
- m) The tenderer (including any of its representatives, directors or members), has not been found guilty on any other basis listed in the Supply Chain Management Policy.

2.2.1.1.3 Compulsory clarification meeting

Not Applicable

2.2.1.1.4 Minimum score for functionality

Not Applicable

2.2.1.1.5 Provision of samples

Not Applicable

2.2.1.1.6 Compliance with the Specification

In order to be declared responsive, the tenderer must comply fully with the specifications outlined in the tender documents. The tenderer's attention is specifically drawn to the following sections of the specifications:

- Section 7 : Ring main unit, extensible switchgear and bulk metering unit design,
- Section 12 : Particulars, and
- Section 14.2 : Type Tests

In addition to the above, the tenderer is required demonstrate compliance with the full extent of the technical specifications. In order to be evaluated for compliance with the technical specifications, the tenderer must complete **Schedule F.13**. It is the responsibility of the tenderer to fully and accurately complete this schedule.

Any tender submissions that are found to be materially non-compliant to the Specification for one or more of the items tendered in accordance with 2.3.7 of the Conditions of Tender, and following any necessary clarification in accordance with 2.3.9 the Conditions of Tender, shall be declared non-responsive for the respective items.

2.2.2 Cost of tendering

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

2.2.3 Check documents

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

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

2.2.4 Confidentiality and copyright of documents

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

2.2.5 Reference documents

The tenderer shall obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, Conditions of Contract and other publications, which are not attached but which are incorporated into the tender document(s) by reference.

2.2.6 Acknowledge and comply with notices

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

2.2.7 Clarification meeting

The tenderer shall attend, where required, a clarification meeting at which tenderers may familiarise themselves with aspects of the proposed work, services or supply and pose questions. Details of the meeting(s) are stated in the General Tender Information (i.e., in item T.1 above).

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

2.2.8 Seek clarification

The tenderer shall request clarification of the tender documents, if necessary, by notifying the CCT at least one week before the closing time stated in the General Tender Information (i.e., in item T.1 above), where possible.

2.2.9 Pricing the tender offer

2.2.9.1 The tenderer shall comply with all pricing instructions as stated on the Price Schedule.

2.2.10 Alterations to documents

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

2.2.11 Alternative tender offers

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

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

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

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

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

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

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

2.2.11.2 Acceptance of an alternative tender offer by the CCT may be based only on the criteria stated in the Conditions of Tender or applicable criteria otherwise acceptable to the CCT.

2.2.12 Submitting a tender offer

2.2.12.1 The tenderer is required to submit one tender offer only on the original tender documents as issued by the CCT, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the Conditions of Contract and described in the Specifications. Only those tenders submitted on the tender documents as issued by the CCT together with all Tender Returnable Documents duly completed and signed will be declared responsive.

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

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

2.2.12.4 Where a two-envelope system is required in terms of the Conditions of Tender, place and seal the returnable documents listed in the Conditions of Tender in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the CCT's address and identification details stated in the General Tender Information (i.e., item T.1 above), as well as the tenderer's name and contact address.

- 2.2.12.5** The tenderer shall seal the original tender offer and copy packages together in an outer package that states on the outside only the CCT's address and identification details as stated in the General Tender Information. . If it is not possible to submit the original tender and the required copies (see 2.2.12.3) in a single envelope, then the tenderer must seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY" in addition to the aforementioned tender submission details.
- 2.2.12.6** The CCT shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- 2.2.12.7** Tender offers submitted by facsimile or e-mail will be rejected by the CCT, unless stated otherwise in the Conditions of Tender.
- 2.2.12.8** By signing the offer part of the Form of Offer (**Section C.2, hereto**) the tenderer warrants and agrees that all information provided in the tender submission is true and correct.
- 2.2.12.9** Tenderers shall properly deposit its bid in the designated tender box (as detailed on the front page of this tender document) on or before the closing date and before the closing time, in the relevant tender box at the Tender and Quotation Boxes Office situated on the 2nd floor, Concourse Level, Civic Centre, 12 Hertzog Boulevard, Cape Town. If the tender submission is too large to fit in the allocated box, please enquire at the public counter for assistance.
- 2.2.12.10** The tenderer must record and reference all information submitted contained in other documents for example cover letters, brochures, catalogues, etc. in the Returnable Schedule titled **List of Other Documents Attached by Tenderer**.

2.2.13 Information and data to be completed in all respects

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

2.2.14 Closing time

- 2.2.14.1** The tenderer shall ensure that the CCT receives the tender offer, together with all applicable documents specified herein, at the address specified in the General Tender Information herein prior to the closing time stated on the front page of the tender document.
- 2.2.14.2** If the CCT extends the closing time stated on the front page of the tender document for any reason, the requirements of these Conditions of Tender apply equally to the extended deadline.
- 2.2.14.3** The CCT shall not consider tenders that are received after the closing date and time for such a tender (late tenders).

2.2.15 Tender offer validity and withdrawal of tenders

- 2.2.15.1** The tenderer shall warrant that the tender offer(s) remains valid, irrevocable and open for acceptance by the CCT at any time for a period of 120 days after the closing date stated on the front page of the tender document.
- 2.2.15.2** Notwithstanding the period stated in clause 2.2.15.1 above, bids shall remain valid for acceptance for a period of twelve (12) months after the expiry of the original validity period, unless the CCT is notified in writing of anything to the contrary by the bidder. The validity of bids may be further extended by a period of not more than six months subject to mutual agreement by the parties, administrative processes and upon approval by the City Manager, unless the required extension is as a result of an appeal process or court ruling.

In circumstances where the validity period of a tender has expired, and the tender has not been awarded, the tender process is considered "completed", despite there being no decision (award or cancellation) made. This anomaly does not fall under any of the listed grounds of cancellation and should be treated as a "non-award". A "non award" is supported as a recommendation to the CCT's

Bid Adjudication Committee ("BAC") for noting.

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

- a) it shall be liable to the CCT for any additional expense incurred or losses suffered by the CCT in having either to accept another tender or, if new tenders have to be invited, the additional expenses incurred or losses suffered by the invitation of new tenders and the subsequent acceptance of any other tender;
- b) the CCT shall also have the right to recover such additional expenses or losses by set-off against monies which may be due or become due to the tenderer under this or any other tender or contract or against any guarantee or deposit that may have been furnished by the tenderer or on its behalf for the due fulfilment of this or any other tender or contract. Pending the ascertainment of the amount of such additional expenses or losses, the CCT shall be entitled to retain such monies, guarantee or deposit as security for any such expenses or loss, without prejudice to the CCT's other rights and/or remedies available to it in accordance with any applicable laws.

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

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

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

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

2.2.17 Provide other material

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

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

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

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

2.2.17.3 Tenderers shall be required to undertake to fully cooperate with the CCT's external service provider

appointed to perform a due diligence review and risk assessment upon receipt of such written instruction from the CCT.

2.2.18 Samples, Inspections, tests and analysis

Tenderers shall provide access during working hours to premises for inspections, tests and analysis as provided for in the Conditions of Tender or Specifications.

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

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

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

2.2.19 Certificates

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

2.2.19.1. Preference Points for Specific Goals

In order to qualify for preference points for HDI and/or Specific Goals, it is the responsibility of the tenderer to submit documentary proof (Company registration certification, Central Supplier Database report, BBBEE certificate, Proof of Disability, Financial Statements, commissioned sworn affidavits, etc.) in support of tenderer claims for such preference for that specific goal.

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

2.2.19.2 Evidence of tax compliance

Tenderers shall be registered with the South African Revenue Service (SARS) and their tax affairs must be in order and they must be tax compliant subject to the requirements of clause 2.2.1.1.2.h. In this regard, it is the responsibility of the Tenderer to submit evidence in the form of a valid Tax Compliance Status PIN issued by SARS to the CCT at the Supplier Management Unit located within the Supplier Management / Registration Office, 2nd Floor (Concourse Level), Civic Centre, 12 Hertzog Boulevard, Cape Town (Tel 021 400 9242/3/4/5), or included with this tender. The tenderer must record its Tax Compliance Status PIN number on the **Details of Tenderer** pages of the tender submission.

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

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

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

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

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

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

2.2.21 Claims arising from submission of tender

By responding to the tender herein, the tenderer warrants that it has:

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

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

2.3 The CCT's undertakings

2.3.1 Respond to requests from the tenderer

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

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

2.3.2 Issue Notices

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

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

2.3.3 Opening of tender submissions

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

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

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

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

2.3.4 Two-envelope system

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

2.3.4.2 The CCT shall evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who have submitted responsive technical proposals of the time and place when the financial proposals will be opened. The CCT shall open only the financial proposals of tenderers, who have submitted responsive technical proposals in accordance with the requirements as stated in the Conditions of Tender, and announce the total price and any preference claimed. Return unopened financial proposals to tenderers whose technical proposals were non responsive.

2.3.5 Non-disclosure

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

2.3.6 Grounds for rejection and disqualification

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

2.3.7 Test for responsiveness

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

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

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

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

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

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

2.3.8 Arithmetical errors, omissions and discrepancies

2.3.8.1 Check the responsive tenders for:

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

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

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

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

2.3.8.3 In the event of tendered rates or lump sums being declared by the CCT to be unacceptable to it because they are not priced, either excessively low or high, or not in proper balance with other rates

or lump sums, the tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the CCT is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.

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

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

2.3.9 Clarification of a tender offer

The CCT may, after the closing date, request additional information or clarification from tenderers, in writing on any matter affecting the evaluation of the tender offer or that could give rise to ambiguity in a contract arising from the tender offer, which written request and related response shall not change or affect their competitive position or the substance of their offer. Such request may only be made in writing by the Director: Supply Chain Management using any means as appropriate.

2.3.10 Evaluation of tender offers

2.3.10.1 General

2.3.10.1.1 The CCT may reduce each responsive tender offer to a comparative price and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the Conditions of Tender.

2.3.10.1.2 Not Applicable

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

2.3.10.2 Decimal places

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

2.3.10.3 Scoring of tenders (price and preference)

2.3.10.3.1 Points for price will be allocated in accordance with the formula set out in this clause based on the price per item / rates as set out in the **Price Schedule (Section C.4)**:

- **based on the pricing for individual items or groupings of items as indicated in the Pricing Schedule for the purpose of evaluation.**

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

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

2.3.10.3.4 Applicable formula:

The 90/10 price/preference points system will be applied to the evaluation of responsive tenders over a Rand value of R50'000'000 (all applicable taxes included), whereby the order(s) will be placed with the tenderer(s) scoring the highest total number of adjudication points.

Price shall be scored as follows:

$$Ps = 90 \times (1 - \frac{Pt - Pmin}{Pmax - Pmin})$$

Pmin

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

Table B2: Awards above R50 mil (VAT Inclusive)

#	Specific goals allocated points	Preference Points (90/10) <i>Above R50 mil</i>	Evidence	Additional Guidance
<i>Persons, or categories of persons, historically disadvantaged- (HDI) by unfair discrimination on the basis of:</i>				
1	Gender are women (ownership)* >75% - 100% women ownership: 3 points >50% - 75% women ownership: 2 points >25% - 50% women ownership: 1 point >0% - 25% women ownership: 0.5 point 0% women ownership = 0 points	3	- Company Registration Certification - Central Supplier Database report	- Issued by the Companies and Intellectual Property Commission - Report name: CSD Registration report
2	Race are black persons (ownership)* >75% - 100% black ownership: 3 points >50% - 75% black ownership: 2 points >25% - 50% black ownership: 1 point >0% - 25% black ownership: 0.5 point 0% black ownership = 0 points	3	- B-BBEE certificate; - Company Registration Certification - Central Supplier Database report	- South African National Accreditation System approved certificate or commissioned sworn affidavit - Issued by the Companies and Intellectual Property Commission - Report name: CSD Registration report
3	Disability are disabled persons (ownership)* WHO disability guideline >2% ownership: 1 points >0% - 2% ownership: 0.5 point 0% ownership = 0 point	1	- Proof of disability - Company Registration Certification	- Medical certificate/ South African Revenue Services disability registration - Issued by the Companies and Intellectual Property Commission
<i>Reconstruction and Development Programme (RDP) as published in Government Gazette</i>				
4	Promotion of Micro and Small Enterprises <i>Micro with a turnover up to R20million and Small with a turnover up to R80 million as per National Small Enterprise Act, 1996 (Act No.102 of 1996)</i> <i>SME partnership, sub-contracting, joint venture or consortiums</i>	3	- B-BBEE status level of contributor; - South African owned enterprises; - Financial Statement to determine annual turnover	- Specifically in line with the respective sector codes which the company operates, - South African National Accreditation System approved certificate or commissioned sworn affidavit - Certificate of incorporation or commissioned sworn affidavit - Latest financial statements (1 Year)
	Total points	10		

**Ownership: main tendering entity*

2.3.10.5 Risk Analysis

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

- a) reasonableness of the financial offer
- b) reasonableness of unit rates and prices
- c) the tenderer's ability to fulfil its obligations in terms of the tender document, that is, that the tenderer can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, capacity, experience, reputation, personnel to perform the contract, etc.; the CCT reserves the right to consider a tenderer's existing contracts with the CCT in this regard
- d) any other matter relating to the submitted bid, the tendering entity, matters of compliance, verification of submitted information and documents, etc.

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

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

2.3.11 Negotiations with preferred tenderers

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

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

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

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

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

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

2.3.12 Acceptance of tender offer

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

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

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

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

- a) is not under restrictions, has any principals who are under restrictions, or is not currently a supplier to whom notice has been served for abuse of the supply chain management system, preventing participation in the CCT's procurement,

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

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

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

- a) reports of poor governance or unethical behaviour, or both;
- b) association with known notorious individuals and family of notorious individuals;
- c) poor performance issues, known to the CCT;
- d) negative media reports, including negative social media reports;
- e) adverse assurance (e.g. due diligence) report outcomes; and
- f) circumstances where the relevant vendor has employed, or is directed by, anyone who was previously employed in the service of the state (as defined in clause 1.53 of the SCM Policy), where the person is or was negatively implicated in any SCM irregularity.

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

2.3.13 Prepare contract documents

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

- a) Notices issued during the tender period,
- b) Inclusion of some of the returnable documents, and
- c) Other revisions agreed between the CCT and the successful tenderer.

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

2.3.14 Notice to successful and unsuccessful tenderers

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

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

2.3.15 Provide written reasons for actions taken

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

TENDER DOCUMENT GOODS AND SERVICES		 CITY OF CAPE TOWN ISIXEKO SASEKAPA STAD KAAPSTAD	
SUPPLY CHAIN MANAGEMENT			
SCM - 542	Approved by Branch Manager: February 2024	Version: 10	Page 23 of 80

TENDER NO: 112G/2024/25
TENDER DESCRIPTION: MANUFACTURE, TESTING, SUPPLY AND DELIVERY OF 12 KV METAL-ENCLOSED RING MAIN UNITS, EXTENSIBLE SWITCHGEAR AND BULK METERING UNITS
CONTRACT PERIOD: NOT EXCEEDING THIRTY-SIX (36) MONTHS FROM DATE OF COMMENCEMENT OF CONTRACT

THE CONTRACT

THE CITY OF CAPE TOWN	
A metropolitan municipality, established in terms of the Local Government: Municipal Structures Act, 117 of 1998 read with the Province of the Western Cape: Provincial Gazette 5588 dated 22 September 2000, as amended ("the Purchaser") herein represented by	
AUTHORISED REPRESENTATIVE	Mr Edgar Capes, Director EDG

AND

SUPPLIER	
NAME of Company/Close Corporation or Partnership / Joint Venture/ Consortium or Sole Proprietor /Individual (The "Supplier" / "tenderer")	
TRADING AS (if different from above)	
REGISTRATION NUMBER	
PHYSICAL ADDRESS / CHOSEN DOMICILIUM CITANI ET EXECTUANDI OF THE SUPPLIER	
AUTHORISED REPRESENTATIVE	
CAPACITY OF AUTHORISED REPRESENTATIVE	

(HEREINAFTER COLLECTIVELY REFERRED TO AS "THE PARTIES" AND INDIVIDUALLY A "PARTY")

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

C.1 DETAILS OF TENDERER/SUPPLIER	
----------------------------------	--

1.1 Type of Entity (Please tick one box)

☐ Individual / Sole Proprietor

☐ Close Corporation

□ Company

☐ Partnership or Joint Venture or Consortium ☐ Trust

☐ Other:

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

Name of Company / Close Corporation or Partnership / Joint Venture / Consortium or Individual /Sole Proprietor	
Trading as (if different from above)	
Company / Close Corporation registration number (if applicable)	
Postal address	Postal Code _____
Physical address (Chosen Domicilium Citandi Et Executandi)	Postal Code _____
Contact details of the person duly authorised to represent the tenderer	Name: Mr/Ms _____ (Name and Surname) Telephone : (____) _____ Fax : (____) _____ Cellular Telephone: _____ E-mail address: _____
Income tax number	
VAT registration number	
SARS Tax Compliance Status PIN	
CCT Supplier Database Registration Number (See Conditions of Tender)	
National Treasury Central Supplier Database registration number (See Conditions of Tender)	
Is tenderer the accredited representative in South Africa for the Goods / Services / Works offered?	☐ Yes ☐ No If yes, enclose proof
Is tenderer a foreign based supplier for the Goods / Services / Works offered?	☐ Yes ☐ No If yes, answer the Questionnaire to Bidding Foreign Suppliers (below)
Questionnaire to Bidding Foreign Suppliers	a) Is the tenderer a resident of the Republic of South Africa or an entity registered in South Africa? ☐ Yes ☐ No
	b) Does the tenderer have a permanent establishment in the Republic of South Africa? ☐ Yes ☐ No
	c) Does the tenderer have any source of income in the Republic of South Africa? ☐ Yes ☐ No
	d) Is the tenderer liable in the Republic of South Africa for any form of taxation? ☐ Yes ☐ No
Other Required registration numbers	

C.2 FORM OF OFFER AND ACCEPTANCE

TENDER 112G/2024/25 MANUFACTURE, TESTING, SUPPLY AND DELIVERY OF 12 KV METAL-ENCLOSED RING MAIN UNITS, EXTENSIBLE SWITCHGEAR AND BULK METERING UNITS

C.2.1 Offer (To Be Completed by the Tenderer as Part of Tender Submission)

The tenderer, identified in the offer signature table below,

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

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

SIGNED AT _____ (PLACE) ON THE _____ (DAY) OF _____ (MONTH AND YEAR)

For and on behalf of the Supplier
(Duly Authorised)
Name and Surname:

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

INITIALS OF CCT OFFICIALS		
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FORM OF OFFER AND ACCEPTANCE (continued)

TENDER 112G/2024/25 MANUFACTURE, TESTING, SUPPLY AND DELIVERY OF 12 KV METAL-ENCLOSED RING MAIN UNITS, EXTENSIBLE SWITCHGEAR AND BULK METERING UNITS

C.2.2 Acceptance (To Be Completed by the CCT)

By signing this part of this *Form of Offer and Acceptance*, the CCT accepts the tenderer's (if awarded the Supplier's) offer. In consideration thereof, the CCT shall pay the Supplier the amount due in accordance with the conditions of contract. Acceptance of the Supplier's offer shall form an agreement between the CCT and the Supplier upon the terms and conditions contained in this document.

The terms of the agreement are contained in the Contract (as defined) including drawings and documents or parts thereof, which may be incorporated by reference.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the *Tender Returnable Documents* as well as any changes to the terms of the offer agreed by the tenderer and the CCT during this process of offer and acceptance, are contained in the *Schedule of Deviations* attached to and forming part of this *Form of Offer and Acceptance*. No amendments to or deviations from said documents are valid unless contained in the *Schedule of Deviations*.

The Supplier shall within 2 (two) weeks after receiving a complete, copy of the Contract, including the *Schedule of Deviations* (if any), contact the CCT to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documents to be provided in terms the *Special Conditions of Contract*. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation / breach of the agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the Commencement Date, being the date upon which the Supplier confirms receipt from the CCT of 1 (one) complete, signed copy of the Contract, including amendments or deviations contained in the *Schedule of Deviations* (if any).

For and on behalf of the City of Cape Town
(Duly Authorised)
Name and Surname:

Witness 1 Signature
Name and Surname:

Witness 2 Signature
Name and Surname:

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER 112G/2024/25 MANUFACTURE, TESTING, SUPPLY AND DELIVERY OF 12 KV METAL-ENCLOSED RING MAIN UNITS, EXTENSIBLE SWITCHGEAR AND BULK METERING UNITS

C.2.3 Schedule of Deviations (To be Completed by the CCT upon Acceptance)

Notes:

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

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

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

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the Commencement Date, shall have any meaning or effect between the Parties arising from the agreement.

FORM OF OFFER AND ACCEPTANCE (continued)

TENDER 112G/2024/25 MANUFACTURE, TESTING, SUPPLY AND DELIVERY OF 12 KV METAL-ENCLOSED RING MAIN UNITS, EXTENSIBLE SWITCHGEAR AND BULK METERING UNITS

C.2.4 Confirmation of Receipt (To be Completed by Supplier upon Acceptance)

The Supplier identified in the offer part of the Contract hereby confirms receipt from the CCT of 1 (one) complete, signed copy of the Contract, including the *Schedule of Deviations* (if any) on:

The..... (Day)

Of..... (Month)

20..... (year)

At..... (Place)

For the Supplier: Signature(s)

Name(s)

Capacity

Signature and name of witness:

Signature Name

ONLY TO BE
COMPLETED AT
ACCEPTANCE STAGE

C.3 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

AGREEMENT MADE AND ENTERED INTO BETWEEN THE CITY OF CAPE TOWN (HEREINAFTER CALLED THE "CCT") AND

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

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

I,, representing

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

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

COID ACT Registration Number:

OR Compensation Insurer: Policy No:

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

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

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

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

Signed at on the day of 20....

Witness

Mandatory

Signed at on the day of 20

Witness

for and on behalf of
City of Cape Town

C.4 PRICE SCHEDULE

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

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

Pricing Instructions:

- 5.1 State the rates and prices in Rand unless instructed otherwise in the tender conditions.
- 5.2 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT)), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the General Tender Information.
- 5.3 All prices tendered must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) that may be required for the execution of the tenderer's obligations in terms of the Contract, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.
- 5.4 All prices shall be tendered in accordance with the units specified in this schedule.
- 5.5 The Basis for Evaluation of Tenders is detailed in Clause 2.3.10 of the Conditions of Tender.
- 5.6 Tender Items A1 to A3, B1 to B14, C1 to C3 and D1 will be individually competitively evaluated and tenderers may tender for any of these items.
- 5.7 Tender Items A4 to A15 are required for assembly of substation switchboards, and shall be awarded to a single Tenderer (and on the basis of a common manufacturer and model range). Tenderers are required to have tendered for all of Items A5 to A8, and either A9 and A10 or A11 to A15 in order to be considered for award for these Items. The competitive award of items A5 to A8 and associated accessories A9 and A10 or A11 to A15 will be done on a **completely assembled** switchboard configuration from left to right comprising off the following extensible modules;
- 2 off item A5,
1 off item A7,
1 off item A8, and
1 off item A6
- 5.8 Tender Items D2 to D6 are spares items relating to Items A6 and A8, B3, B6, B8, B9, B10, C1 and / or C2 and tenderers offering any of these Items should preferably tender for the corresponding Items D2 to D6.
- 5.9 Tenderers offering any of Items A1-A8, B1-B11, C1 to C3 **are required** to also tender for the associated training, Item D10, **and** SF6 gas management, Items D7-D9. An award for Items D7–D9 will be made to each Tenderer awarded any of corresponding Items A1-A8, B1-B11, C1, C2 or C3.
- 5.10 The CCT intends to appoint two tenderers for all items and services (the highest ranked tenderer "the Winner" ("Main Contractor") and in addition a "Alternative" ("Alternative Contractor"), where possible offering goods from an alternative manufacturer) for the allocation of work. If insufficient responsive bids are received, the CCT reserves the right to appoint fewer tenderers, or not to appoint any tenderers at all. Refer to Clause 2.1.5.1 of the Conditions of Tender for full details.

INITIALS OF CITY OFFICIALS		
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Item No.	Description	SAP Commodity Code	Unit price delivered and Off-loaded (Excluding value-added tax) (R)	Anticipated Annual Quantities Required	Specified Delivery Period from date of Official Purchase Order (Weeks)	Tendered Delivery Period from date of Official Purchase Order (Weeks)
Item Category A: Ring Main Units and Switchgear for Indoor Installation						
A1	SF6 3-way non-extensible ring main unit comprising 2 switch-disconnectors and 1 switch-fuse combination, as specified	200011206		10	20	
A2	SF6 4-way non-extensible ring main unit comprising 3 switch-disconnectors and 1 switch-fuse combination, as specified	200011210		2	20	
A3	SF6 4-way non-extensible ring main unit comprising 2 switch-disconnectors and 2 switch-fuse combinations, as specified	200011215		2	20	
A4	SF6 2-way extensible switchgear comprising 2 switch-disconnector modules, as specified	200012917		2	20	
A5	1-way extensible switchgear switch-disconnector module, as specified	200012915		4	20	
A6	1-way extensible switchgear circuit breaker module, as specified	200012914		2	20	
A7	1-way extensible switchgear switch-fuse combination module, as specified	200012916		2	20	
A8	Extensible switchgear MV metering module, as specified	200012918		2	20	

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Item No.	Description	SAP Commodity Code	Unit price delivered and Off-loaded (Excluding value-added tax) (R)	Anticipated Annual Quantities Required	Specified Delivery Period from date of Official Purchase Order (Weeks)	Tendered Delivery Period from date of Official Purchase Order (Weeks)
A9	Screened busbar couplings for in-line busbar connections (where applicable), as specified, per set of three complete	TBA		10	16	
A10	Screened busbar end blanking plugs for in-line busbar connections (where applicable), as specified, per set of three complete	TBA		4	16	
A11	Screened Type C end adapter for external busbars (where applicable), as specified, per set of three complete	200016486		4	16	
A12	Screened Type C cross adapter for external busbars (where applicable), as specified, per set of three complete	200016487		10	16	
A13	Screened Type C dead end cap for external busbars (where applicable), as specified, per set of three complete	200016488		3	16	
A14	Screened 630A long external busbar (where applicable), as specified, per set of three complete	200016489		6	16	
A15	Screened 630A short external busbar (where applicable), as specified, per set of three complete	200016490		6	16	

INITIALS OF CITY OFFICIALS

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Item No.	Description	SAP Commodity Code	Unit price delivered and Off-loaded (Excluding value-added tax) (R)	Anticipated Annual Quantities Required	Specified Delivery Period from date of Official Purchase Order (Weeks)	Tendered Delivery Period from date of Official Purchase Order (Weeks)
Item Category B: Ring Main Units for Outdoor Installation						
B1	SF6 3-way non-extensible ring main unit comprising 3 switch-disconnectors, enclosed within a weatherproof kiosk, as specified	200011197		2	20	
B2	SF6 3-way non-extensible ring main unit comprising 2 switch-disconnectors and 1 switch-fuse combination, enclosed within a weatherproof kiosk, as specified	200011198		20	20	
B3	SF6 3-way non-extensible ring main unit comprising 2 switch-disconnectors and 1 circuit breaker, enclosed within a weatherproof kiosk, as specified	200011199		6	20	
B4	SF6 4-way non-extensible ring main unit comprising 4 switch-disconnectors, enclosed within a weatherproof kiosk, as specified	200011231		2	20	
B5	SF6 4-way non-extensible ring main unit comprising 3 switch-disconnectors and 1 switch-fuse combination, enclosed within a weatherproof kiosk, as specified	200011223		5	20	
B6	SF6 4-way non-extensible ring main unit comprising 3 switch-disconnectors and 1 circuit breaker, enclosed within a weatherproof kiosk, as specified	200011216		2	20	
B7	SF6 4-way non-extensible ring main unit comprising 2 switch-disconnectors and 2 switch-fuse combinations, enclosed within a weatherproof kiosk, as specified	200011178		10	20	
B8	SF6 4-way non-extensible ring main unit comprising 2 switch-disconnectors and 2 circuit breakers, enclosed within a weatherproof kiosk, as specified	200011179		6	20	

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3

Item No.	Description	SAP Commodity Code	Unit price delivered and Off-loaded (Excluding value-added tax) (R)	Anticipated Annual Quantities Required	Specified Delivery Period from date of Official Purchase Order (Weeks)	Tendered Delivery Period from date of Official Purchase Order (Weeks)
B9	SF6 5-way non-extensible ring main unit comprising 2 switch-disconnectors and 3 circuit breakers, enclosed within a weatherproof kiosk, as specified	200011180		8	20	
B10	SF6 5-way non-extensible ring main unit comprising 1 switch-disconnector and 4 circuit breakers, enclosed within a weatherproof kiosk, as specified	200011211		2	20	
B11	SF6 4-way non-extensible Recloser ring main unit comprising 2 switch-disconnectors, 1 switch-fuse combinations and 1 circuit breaker, enclosed within a weatherproof kiosk, as specified	200026953		2	20	
B12	SF6-free 3-way ring main unit comprising 3 switch-disconnectors, enclosed within a weatherproof kiosk, as specified	TBA		2	20	
B13	SF6-free 3-way ring main unit comprising 2 switch-disconnectors and 1 switch-fuse combination, enclosed within a weatherproof kiosk, as specified	TBA		2	20	
B14	SF6-free 3-way ring main unit comprising 2 switch-disconnectors and 1 circuit breaker, enclosed within a weatherproof kiosk, as specified	TBA		2	20	
Item Category C: Outdoor Bulk Metering Units						
C1	Outdoor bulk metering unit (Standard or Compact) with 1 customer outgoing circuit, enclosed within a weatherproof kiosk, as specified	200016511		20	20	
C2	Compact outdoor bulk metering unit with 2 customer outgoing circuits, enclosed within a weatherproof kiosk, as specified	200016512		2	20	
C3	Compact outdoor SSEG bulk metering unit with 1 customer outgoing circuit, enclosed within a weatherproof kiosk, as specified	200026951		3	20	

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Item No.	Description	SAP Commodity Code	Unit price delivered and Off-loaded (Excluding value-added tax) (R)	Anticipated Annual Quantities Required	Specified Delivery Period from date of Official Purchase Order (Weeks)	Tendered Delivery Period from date of Official Purchase Order (Weeks)
Item Category D: Additional Items						
D1	Universal Phase comparator devices, as specified	200011212		25	16	
D2	Spare self-powered Protection relay, as specified, and as offered with circuit breaker modules tendered to this specification, each	TBA		5	16	
D3	Spare self-powered Protection relay Trip Coil	TBA		5	16	
D4	Spare single-core protection current transformers, as specified, and as offered with circuit breaker modules tendered to this specification, each	TBA		9	16	
D5	Spare dual core protection / metering current transformers, as specified, and as offered with outdoor bulk metering units tendered to this specification, each	TBA		6	16	
D6	Spare single-core metering current transformers, as specified, and as offered with circuit breaker modules tendered to this specification, each	TBA		6	16	
D7	Detection, repair and topping up on site of SF6 gas leaks on the OEM's ring main unit, extensible switchgear or outdoor BMU equipment, per equipment Item (single tank), excluding SF6 gas	TBA		10	1	
D8	SF6 gas for equipment topping up on site, per kg	TBA		10	1	
D9	The safe purging and disposal of all SF6 gas from the OEM's ring main unit, extensible switchgear or outdoor BMU located at the City's Ndabeni or Bloemhof Stores in accordance with best practice, the cleaning and formal certification declaring equipment free of SF6 gas, residues and byproducts and suitable for scrapping, and gas scrapping certificate, per equipment item (single tank)	TBA		10	1	

INITIALS OF CITY OFFICIALS		
1	2	3

Item No.	Description	SAP Commodity Code	Unit price delivered and Off- loaded (Excluding value-added tax) (R)	Anticipated Annual Quantities Required	Specified Delivery Period from date of Official Purchase Order (Weeks)	Tendered Delivery Period from date of Official Purchase Order (Weeks)
D10	Training: Installation, Operation and Maintenance complete as specified (Refer to Clause 12 of Detailed Specification), Total price for 5x Classes over 5 working days, total 100 persons	TBA		5	1	
D11	Recommended Specialised Tools and Equipment (Note Clause 7.4.14.2; Tenderer to itemise below):	-	-	-	-	-
D11.1						
D11.2						
D11.3						
D11.4						
D11.5						
D11.6						
D11.7						
D11.8						
D11.9						
D11.10						
D11.11						
D11.12						

INITIALS OF CITY OFFICIALS		
1	2	3

C.5 SPECIFICATION(S)

SPECIFICATION CEE 66

FOR

12 kV METAL-ENCLOSED RING MAIN UNITS, EXTENSIBLE SWITCHGEAR AND BULK METERING UNITS

1 SCOPE OF SPECIFICATION

- 1.1 This specification provides for the manufacture, testing, supply, delivery and off-loading of 12 kV metal-enclosed SF6 insulated ring main units, extensible switchgear and bulk metering units for indoor and outdoor installation, SF6-free insulated ring main units for outdoor installation, supply and installation of spares, and SF6 gas replenishment and recovery.

2 DEFINITIONS

The following definitions shall apply to this specification:

- 2.1 **Employer** shall mean the City of Cape Town, represented by the Director: Electricity Generation and Distribution and/or such other official or officials duly authorised thereto by the Director: Electricity Generation and Distribution.
- 2.2 **Engineer** shall mean the Director: Electricity Generation and Distribution or his duly appointed representative, or a firm of Consulting Engineers or other body appointed to act on behalf of the Director: Electricity Generation and Distribution.

3 NORMATIVE REFERENCES

- 3.1 The following documents contain provisions that, whether referenced in the text or not, constitute requirements of this specification. At the time of publication, the editions indicated were valid. All standards and specifications are subject to revision, and parties to agreements based on this specification are encouraged to investigate the possibility of applying the most recent editions of the documents listed below.
- | | | |
|--------|-------------|---|
| 3.1.1 | SANS 97 | - Electric cables - Impregnated paper-insulated metal-sheathed cables for rated voltages 3,3/3,3 kV to 19/33 kV (excluding pressure assisted cables) |
| 3.1.2 | SANS 630 | - Decorative high gloss enamel paint for interior and exterior use |
| 3.1.3 | SANS 780 | - Distribution transformers |
| 3.1.4 | SANS 876 | - Cable terminations and live conductors within air insulated enclosures (insulation co-ordination) for rated a.c. voltages of 7,2 kV and up to and including 36 kV |
| 3.1.5 | SANS 1091 | - National colour standard |
| 3.1.6 | SANS 1186-1 | - Symbolic safety signs Part 1 : Standard signs and general requirements |
| 3.1.7 | SANS 1332 | - Accessories for medium-voltage XLPE and impregnated paper-insulated power cables (3,8/6,6 kV to 19/33 kV) |
| 3.1.8 | SANS 1507-2 | - Electrical cables with extruded solid dielectric insulation for fixed installation (300/500 V to 1 900/ 3 300) Part 2: Wiring Cables |
| 3.1.9 | SANS 1874 | - Metal enclosed ring main units for rated ac voltages above 1 kV and up to and including 36 kV |
| 3.1.10 | SANS 9001 | - Quality management systems - Requirements |

3.1.11	SANS 60137	- Insulated bushings for alternating voltages above 1 000 V
3.1.12	SANS 60270	- High-voltage test techniques - Partial discharge measurements
3.1.13	SANS 60282-1	- High-voltage fuses Part 1: Current limiting fuses
3.1.14	SANS 60529	- Degree of Protection provided by Enclosures (IP Code)
3.1.15	SANS 60815-1	- Selection and dimensioning of high-voltage insulators intended for use in polluted conditions Part 1: Definitions, information and general principles
3.1.16	SANS 61238-1	- Compression and mechanical connectors for power cables for rated voltages up to 30 kV ($U_m = 36$ kV) Part 1: Test methods and requirements
3.1.17	SANS 61869-1	- Instrument transformers Part 1: General requirements
3.1.18	SANS 61869-2	- Instrument transformers Part 2: Additional requirements for current transformers
3.1.19	SANS 61869-3	- Instrument transformers Part 3: Additional requirements for Inductive voltage transformers
3.1.20	SANS 62271-1	- High-voltage switchgear and controlgear Part 1: Common specifications
3.1.21	SANS 62271-100	- High-voltage switchgear and controlgear Part 100: Alternating-current circuit-breakers
3.1.22	SANS 62271-102	- High-voltage switchgear and control-gear – Alternating current disconnectors and earthing switches
3.1.23	SANS 62271-103	- High-voltage switchgear and control-gear – Switches for rated voltages above 1 kV and less than 52 kV
3.1.24	SANS 62271-105	- High-voltage switchgear and control-gear – Alternating current switch-fuse combinations
3.1.25	SANS 62271-200	- High-voltage switchgear and control-gear – AC metal enclosed switchgear and control-gear for voltages above 1 kV and up to and including 52 kV
3.1.26	SANS 62271-202	- High-voltage switchgear and control-gear – High voltage / low voltage prefabricated substation
3.1.27	SANS 62271-213	- High-voltage switchgear and control-gear - Voltage detecting and indicating system
3.1.28	IEC 60255-1	- Measuring relays and protection equipment – Part 1: Common requirements
3.1.29	IEC 60255-151	- Measuring relays and protection equipment – Part 151: Functional requirements for over / under current protection
3.1.30	IEC 60376	- Specification of technical grade sulphur hexafluoride (SF ₆) for use in electrical equipment
3.1.31	IEC 60787	- Application guide for the selection of high-voltage current-limiting fuses for transformer circuit applications
3.1.32	BS 7215	- Separable insulated cable connector system above 1 kV and up to 36 kV
3.1.33	EN 50181	- Plug-in type bushings above 1 kV up to 36 kV and from 250 A to 1,25 kA, for equipment other than liquid filled transformers
3.1.34	NRS 087	Guidelines for the management of SF ₆ (sulfur hexafluoride) for use in electrical equipment
3.1.35	NRS 099	- Bulk metering units for medium-voltage systems with rated AC voltages up to and including 24 kV

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

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

recommendations.

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

4 COMPLIANCE WITH REGULATIONS

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

5 QUALITY, DESIGN AND EXECUTION

- 5.1 All apparatus should comply with this Specification. Any departures from the requirements of this Specification shall be stated in the Tenderer's Covering Letter and in the Schedules and may be accepted at the Engineer's discretion.
- 5.2 No departure shall be implemented without the prior approval of the Engineer.
- 5.3 The equipment shall comply with the particulars and guarantees stated in the Schedules.
- 5.4 The ring main unit, extensible switchgear and bulk metering units manufacturer(s) shall have proven and acceptable experience in the manufacture of equipment of the type offered, and shall have a service record thoroughly demonstrating the reliability and quality of the equipment offered. The equipment offered shall comprise the Manufacturer's standard equipment. Only proven design and construction methods and principles will be acceptable.
- 5.5 The Manufacturer's quality assurance system shall be approved in terms of SANS 9001 or an alternative quality assurance system to the approval of the Engineer. A copy of the registration certificate applicable for each item of the specification shall be submitted with the tender. Alternative quality assurance systems may be considered but shall be to the approval of the Engineer.
- 5.6 All materials used shall be new materials and of the best quality. The material of which each part is made shall be one of those recognised as suitable for the purpose in conservative modern practice and of a class suitable for working under the conditions specified. The variations of temperature and atmospheric conditions arising under working conditions shall not cause distortion, deterioration or the setting up of undue stresses in any part nor affect the strength and suitability of the various parts for the work which they have to perform. No welding, filling or plugging of defective parts will be permitted without the sanction in writing of the Engineer.
- 5.7 Only materials with minimum temperature ratings, in air, in accordance with SANS 62271-1 shall be acceptable and all such materials shall be non-combustible.
- 5.8 The design and execution of the Work shall incorporate every practicable precaution and provision for:-
- 5.8.1 The safety of those who will operate and maintain the equipment.
- 5.8.2 The satisfactory operation of the equipment under all conditions liable to be met in service, and
- 5.8.3 To facilitate inspection, maintenance and repairs.
- 5.9 Features likely to require excessive maintenance shall be carefully avoided.
- 5.10 Kiosks, cubicles and similar enclosed compartments shall be adequately ventilated to restrict condensation but shall at the same time be vermin proof with the required IP rating as specified.
- 5.11 Tenderers shall offer equipment of the highest possible quality to ensure highly reliable service and

only proven designs will be accepted.

6 GENERAL

6.1 Service Conditions

- 6.1.1 The equipment will be connected to a 50Hz, three-phase system having a maximum fault level of 20kA and a nominal voltage of 11.5kV or 11.66kV, the neutral point of which is earthed either directly or through an 800A or 1600A resistor.
- 6.1.2 Ring main units and bulk metering units for outdoor installation shall be suitable for outdoor all-weather use at sea-level and furthermore be suitable for installation in areas having Heavy, Type B (Coastal) pollution in accordance with SANS 60815-1 due to close proximity to the sea and exposure to strong onshore winds.
- 6.1.3 Ring main units and extensible switchgear for indoor installation shall be suitable for installation in areas having Heavy, Type B (Coastal) pollution in accordance with SANS 60815-1 due to substation switch-room locations in close proximity to the sea and with exposure to strong onshore winds.
- 6.1.4 The highest ambient temperature commonly experienced is 40°C and the lowest -5°C. Relative humidity varies between 20% and 90%.

6.2 Installation Conditions

- 6.2.1 Ring main units and bulk metering units for outdoor installation will be installed on an outdoor concrete plinth with suitable cut-outs for cable entry.
- 6.2.2 Ring main units and extensible switchgear for indoor installation will be installed within brick-built substation rooms with epoxy finished cement screed concrete floors and 900 mm deep cable trenches fitted with meranti timber or marine-ply clad glass fibre grid trench cover boards.

7 RING MAIN UNIT, EXTENSIBLE SWITCHGEAR AND BULK METERING UNIT DESIGN

7.1 Configuration

- 7.1.1 The ring main units shall comprise a combination of non-automatic ring main switch disconnectors, switch-fuse combination and/or circuit breaker modules, as specified, connected in series by a common busbar.
- 7.1.2 SF6 insulated ring main units shall be single tank, non-extensible units.
- 7.1.3 The SF6-free ring main unit shall be either single tank, non-extensible units or multiple extensible tank units supplied as single assembled unit within the weatherproof kiosk for outdoor installations.
- 7.1.4 The extensible switchgear shall comprise single module or multiple module extensible non-automatic ring main switch disconnectors, switch-fuse combination, circuit breaker and metering modules, as specified, designed for assembly into switchboards through interconnection with insulated and screened busbar couplings or external busbars. The extensible switchgear items shall be of a single make and product range, and tenderers shall tender for all switchgear modules specified (Refer to 2.1.5.1 of Conditions of Tender with respect to evaluation and award of dual switch-disconnector modules).
- 7.1.5 The outdoor bulk metering units (BMU) shall comprise a combination of non-automatic ring main switch disconnectors, switch-fuse combination (where applicable) and circuit breaker modules connected in series by a common busbar and fitted with metering current transformers, voltage transformers controlled by a dedicated switch-fuse combination and an external LV metering compartment, as specified.
- 7.1.6 The outdoor BMUs shall be non-extensible.

7.1.7 The ring main units, extensible switchgear and BMUs shall be type tested and supplied complete with any weatherproof kiosks, pedestals and / or raising bases necessary to comply with the requirements of this specification.

7.2 Ratings

7.2.1 The ring main units, extensible switchgear and BMUs shall comply with the ratings specified in the Schedules.

7.3 Internal Arc Classification

7.3.1 Ring main units and BMUs for outdoor installation shall have a minimum internal arc classification as specified in the Schedules, and in accordance with the requirements of SANS 62271-202. This rating shall apply to the complete ring main unit or BMU including cable termination enclosures and the weatherproof kiosk, as installed.

7.3.2 Ring main units and extensible switchgear, including metering modules, for indoor installation shall have a minimum internal arc classification as specified in the Schedules, and in accordance with the requirements of SANS 62271-200. This rating shall apply to the complete ring main unit or assembled extensible switchgear switchboard including cable termination enclosures and any necessary pedestals or raising bases, as installed.

7.3.3 Tenderers shall provide detailed information with their tenders covering the installation requirements necessary to ensure compliance with the IAC rating of the ring main units, extensible switchgear and BMUs. This shall include the following:

7.3.3.1 Details of any specific requirements for the fixing of the ring main unit, extensible switchgear or BMU or its weatherproof kiosk to the floor or plinth.

7.3.3.2 Details of floor trench and trench cover board requirements and minimum wall and roof clearances for indoor installations.

7.3.3.3 Details of any restrictions or prohibited access zones necessary in the vicinity of the ring main unit, extensible switchgear or BMU for indoor and outdoor installations.

7.4 General Requirements

7.4.1 Design and Construction of Switchgear

7.4.1.1 The ring main units and extensible switchgear shall comply with the requirements of SANS 1874 and SANS 62271-200 and shall be of fixed pattern design.

7.4.1.2 The outdoor BMU shall comply with the requirements of SANS 1874, SANS 62271-200 and NRS 099 and shall be of fixed pattern design.

7.4.1.3 All primary components of the equipment shall be made and assembled by the same Manufacturer.

7.4.1.4 SF6 insulated and SF6-free ring main units with proven service history shall be considered.

7.4.1.5 All switching devices shall be operable from the front of the unit.

7.4.1.6 The ring main units, extensible switchgear and outdoor BMUs shall be provided with lifting eyes with a minimum diameter of 30 mm for lifting or slinging.

7.4.2 Switchgear Dimensions

7.4.2.1 The ring main units, recloser ring main units, bulk metering units and SSEG bulk metering units for outdoor installation, when assembled in their weatherproof kiosks, shall be fully compatible with the requirements for kiosk dimensions and plinth and base frame layouts detailed in Section 8.2 of this specification.

7.4.3 Insulating/Interrupting Medium

- 7.4.3.1 The ring main units, extensible switchgear and the switchgear of the outdoor BMU shall be SF6 insulated with the exception of items B12-14 which will be SF6-free technology.
- 7.4.3.2 The SF6-free ring main unit for items B12-14 shall have vacuum interrupters for the switch disconnectors, switch-fuse combination disconnectors and circuit breakers for all interruption and disconnection requirements. The insulation medium shall be comprise of one or a combinations of the below;
- Dry air (no flexfloride gasses), or
 - Unscreened resin, or
 - Screened resin, or
 - Any other proven dielectric technologies to the approval of the Engineer.
- 7.4.3.3 No oil insulated ring main unit designs will be considered as SF6-free. This is due to the associated risk of uncontrolled ignited hot oil being expelled in event of an internal insulation breakdown and associated flashover.
- 7.4.3.4 For SF6 insulated units only SF6 gas complying with the requirements of IEC 60376 shall be used.
- 7.4.3.5 Both the SF6 gas-insulated and SF6-free switch compartments of the switchgear shall be factory sealed for life for a minimum maintenance-free lifespan of 30 years.
- 7.4.3.6 The ring main units, extensible switchgear and outdoor BMUs shall not require routine gas replenishment during normal service for a minium period of 30 years.
- 7.4.3.7 The cartridge fuses on switch-fuse combination modules shall be air insulated.
- 7.4.3.8 For SF6 insulated units the interrupting medium for the switch disconnectors, switch-fuse combination disconnectors and circuit breakers shall be either SF6 gas or vacuum, and shall be detailed in the Schedules.
- 7.4.3.9 Where applicable, the SF6-free insulated ring main unit for items B12-14 shall comply to all the technical requires and testing requirements that are applicable to SF6 insulated ring main units. No technical exception shall be considered with regards to ratings, Internal Arc compliance and functionality.
- 7.4.3.10 All internal arc type testing shall have been conducted on the new SF6-free insulated ring main units as per the requirements of this specification.
- 7.4.3.11 All type test reports and product information shall be supplied for the engineers consideration and approval.
- 7.4.3.12 SF6-free insulated ring main unit for items B12-14 shall only be awarded if the total cost of ownership justifies the change in technology. A proven track record is also required to support this change.

7.4.4 Monitoring Facility for Insulating Medium

- 7.4.4.1 An SF6 gas monitoring gauge shall be provided for all SF6 insulated ring main units to indicate safe and unsafe gas pressure and shall be visible from the front panel.
- 7.4.4.2 Where the insulation medium of the SF6-free ring main units requires internal gas pressure monitoring to indicate safe and unsafe gas pressures, a suitable gas monitoring gauge shall be provided and shall be visible from the front panel.

7.4.5 Degree of Protection

- 7.4.5.1 The degree of protection of the weatherproof kiosk for ring main units for outdoor installations and

for outdoor BMUs shall be a minimum of IP44, in accordance with SANS 60529.

- 7.4.5.2 The degree of protection of all accessible enclosures and compartments of the ring main units, extensible switchgear and outdoor BMUs (within the weatherproof kiosk) shall be a minimum of IP45, in accordance with SANS 60529, applicable when all doors are closed.

7.4.6 Accessibility of Compartments

- 7.4.6.1 The ring main unit, extensible switchgear and outdoor BMUs gas-insulated switch compartment shall be a non-accessible compartment in accordance with SANS 62271-200.

- 7.4.6.2 The ring main unit, extensible switchgear and outdoor BMUs air-insulated fuse compartment shall be an interlock-controlled accessible compartment in accordance with SANS 62271-200.

- 7.4.6.3 The extensible switchgear air-insulated metering module shall be an interlock-controlled accessible compartment in accordance with SANS 62271-200.

- 7.4.6.4 The outdoor BMU air-insulated metering module shall be an interlock-controlled or tool-based accessible compartment in accordance with SANS 62271-200. Where the metering module is customised design specific to this purpose only, it will be interlocked controlled.

- 7.4.6.5 The ring main unit, extensible switchgear and outdoor BMUs cable termination boxes shall be interlock-controlled accessible compartments in accordance with SANS 62271-200.

- 7.4.6.6 The ring main unit, extensible switchgear and outdoor BMUs cable test facility compartments, where applicable, shall be interlock-controlled accessible compartments in accordance with SANS 62271-200.

7.4.7 Partition Class

- 7.4.7.1 The ring main units, extensible switchgear and outdoor BMUs shall be of Partition Class PM in accordance with SANS 62271-200, with earthed metallic partitions between live compartments.

7.4.8 Service Continuity Category

- 7.4.8.1 The ring main units, extensible switchgear and outdoor BMUs shall be Loss of Service Continuity (LSC) category LSC1 in accordance with SANS 62271-200.

7.4.9 Cable Test Facilities

- 7.4.9.1 Integral cable test facilities that do not require access to the cable boxes or removal of the separable connectors of the cable termination shall be provided on the switch disconnecter modules for the application of test voltages to the associated circuit of up to 19 kV DC or 13 kV AC to earth. The AC testing shall be suitable for VLF overvoltage source with TD and PD diagnostic measurement for cables as per SANS 10198-13.

- 7.4.9.2 Where provided for by the particular switchgear design, integral cable test facilities that do not require access to the cable boxes or removal of the separable connectors of the cable termination shall also be provided on the switch-fuse combination modules and circuit breaker modules.

- 7.4.9.3 The cable test facilities shall be accessible from the front of the ring main unit, extensible switchgear and outdoor BMUs. Test facilities that cannot be directly accessed by an operator standing in front of the indoor ring main unit or extensible switchgear shall not be acceptable.

- 7.4.9.4 Top mounted test facilities on indoor ring main units and extensible switchgear shall be directly visible to and operable by an operator standing at ground level in front of the ring main unit or extensible switchgear and shall not require the use of ladders or pedestals.

- 7.4.9.5 Top mounted test facilities requiring the operator to lean into the outdoor ring main unit or outdoor BMU arc rated weatherproof cubicle shall not be acceptable.

- 7.4.9.6 The cable test facilities shall not require the use of any loose plugs or prods. Extension cable test

probes used for overvoltage testing applications, shall be supplied with every individual function in the overall RMU configuration supplied.

- 7.4.9.7 Cable test facilities that require the removal of the cable earth connections shall comply with the requirements for Cable Earthing Facilities below.
- 7.4.9.8 Access to cable test facilities shall be interlock-controlled to ensure that the test facilities shall only be accessible when the associated earth switch is in the EARTH position, and the cable test facility access shall be capable of being padlocked.
- 7.4.9.9 The internal arc classification of the ring main unit, extensible switchgear and outdoor BMU pertaining to other live compartments or switch modules shall be maintained while the cable test facilities on any particular switch module are accessed.
- 7.4.9.10 Phase designations and warning notices shall be permanently marked on test terminals, to approval.
- 7.4.9.11 Thorough details of the cable test facility design shall be provided with the tender documentation.
- 7.4.10 Cable Earthing Facilities
- 7.4.10.1 Each ring main switch disconnecter, switch-fuse combination and circuit breaker module shall be fitted with an integral cable earthing switch that complies with the requirements of SANS 62271-102 and SANS 62271-200.
- 7.4.10.2 In accordance with SANS 1874, where removable short-circuiting connections are provided for cable earthing (eg. a removable star point connection) the re-instatement of these connections following cable testing shall not require the use of tools or the application of specific torque settings. This implies that no bolted connections are accepted. It shall not be possible to close the cable test facility if the short-circuiting connections have not been reinstated. It shall not be possible to physically remove the short-circuiting connections from the switchgear.
- 7.4.10.3 Cable earthing facilities which require the use of loosening equipment or attachments shall not be acceptable. These are not to be confused with cable test probes which are required for overvoltage testing.
- 7.4.10.4 Earthing facilities on the switch-fuse combination modules shall earth both sides of the fuse link.
- 7.4.11 Cable Live Indication
- 7.4.11.1 A three phase voltage detection system (VDIS) suitable for the detection and indication of presence and absence of operating voltage and complying with the requirements of SANS 62271-213 shall be provided on each switching devices on the ring main units, extensible switchgear and outdoor BMUs.
- 7.4.11.2 The VDIS system shall provide permanent VDIS indication and shall provide for electrical phasing between modules on the ring main units, extensible switchgear and outdoor BMUs through the use of universal phase comparators (UPCs).
- 7.4.11.3 All capacitive dividers utilised for live circuit indication shall have been type tested, shall have proven in-service performance history in harsh coastal environments, and shall be individually tested for partial discharge in accordance with the requirements of SANS 60270.
- 7.4.12 Mechanism Locking Facilities
- 7.4.12.1 Each ring main switch disconnecter, switch-fuse combination and circuit breaker shall be capable of being padlocked in the ON position, the OFF position and the EARTH position in accordance with SANS 1874.
- 7.4.12.2 Each push button for operation of the ring main unit, extensible switchgear and outdoor BMU (eg. Trip / close push buttons on switch-fuse combination and circuit breaker modules) shall be fitted with a padlockable metal cover to prevent unauthorised operation.
- 7.4.12.3 The operating control locking facilities shall be designed to be locked with mini-padlocks with 5 mm

shackles.

7.4.13 General Interlocks

7.4.13.1 Positive mechanical interlocking shall be provided on the ring main unit, extensible switchgear and BMU operating mechanisms in accordance with SANS 1874.

7.4.14 Specialised Tools and Equipment

7.4.14.1 Specialised tools necessary for the routine operation of the ring main units, extensible switchgear and bulk metering units offered, including but not limited to operating and spring charge handles, shall be included within the tendered price per item and shall be supplied by the Contractor and securely housed within the housing of each ring main unit, extensible switchgear and bulk metering unit item.

7.4.14.2 Additional specialised tools recommended by the Tenderer shall be individually itemised and priced in the Pricing Schedule.

7.4.15 RMU Rating Plate

7.4.15.1 The ring main units, extensible switchgear and BMUs shall be fitted with a rating plates complying with the requirements of SANS 1874.

7.4.16 Marking and Labelling

7.4.16.1 The ring main units, extensible switchgear and BMUs shall have markings and labelling as specified in SANS 1874.

7.4.16.2 Single line operating diagrams shall be clearly marked on the front panel of the units.

7.4.16.3 All apparatus and interlocks shall be clearly labelled indicating their purpose, function and operating procedure.

7.4.16.4 All main circuit bushings and test contacts shall be legibly and indelibly marked with the appropriate phase designation assigned to that terminal. The markings shall be one of L1, L2 or L3, as appropriate.

7.4.16.5 The material, method of printing and method of fixing of all labels shall be to the approval of the Engineer. Mechanical methods of fixing are preferred. Rivetted labels shall utilise blind rivets, not standard pop-rivets with a centre hole.

7.4.16.6 Paper stick-on labels shall not be acceptable.

7.4.16.7 Circuit label material provided for the units shall be of the sandwich board type with black lettering on a white background. The labels shall be left blank for engraving by the Employer.

7.4.16.8 The total mass of the unit (in kilograms) shall be marked on its side or rear. In the case of ring main units for outdoor installation the total mass of the ring main unit and kiosk assembly shall be stencilled on the side of the kiosk in white lettering with a minimum font size of 50 mm (e.g. "TOTAL MASS: 500 kg").

7.4.16.9 A metallic corrosion-resistant 150 mm x 150 mm Type WW7 warning sign in accordance with SANS 1186 shall be permanently attached to the outside of the weatherproof kiosk doors and also each cable termination compartment cover or door. If pop-rivets are used, only stainless steel blind pop rivets will be acceptable.

7.4.16.10 A sign depicting electric shock treatment and full first aid instructions and information in case of fires shall be permanently attached to the interior of the door on weather proof kiosk.

7.4.16.11 Where the ring main unit, extensible switchgear or outdoor BMU supplier is not the manufacturer, the supplier shall provide and affix in an approved position a label detailing the supplier's name or trade mark.

7.4.17 Earthing

- 7.4.17.1 The ring main units, extensible switchgear and outdoor BMUs shall be provided with earth connection terminals and tinned copper earth bars complying with the requirements of SANS 1874 and shall be indented with CCT to prove ownership if removed.
- 7.4.17.2 The earth connection terminal for each metal enclosure and the main tank shall be suitable for the maximum earth fault current specified, and shall be of size M12.
- 7.4.17.3 Two stainless steel nuts and washers shall be provided on each earth connection terminal.
- 7.4.17.4 All earth bars shall be bonded together providing electrical continuity. All bonding conductors used to interconnect the separate earth bars shall be copper and have a cross sectional area not less than that of the ring main unit earth bar.
- 7.4.17.5 A minimum of 4 holes of diameter suitable for an M12 bolt shall be provided in the earth bar for earth connections.
- 7.4.17.6 Any earth bars external to the cable termination compartments shall be shrouded or covered in an approved manner to remove them from view and inhibit unauthorised access so as to minimise the possibility of the theft.

7.4.18 Painting and Protection against Corrosion

- 7.4.18.1 The ring main units, extensible switchgear and BMUs shall be painted and protected against corrosion in accordance with the requirements of SANS 1874.
- 7.4.18.2 The gas-insulated switch compartment shall be fabricated from stainless steel.
- 7.4.18.3 All other sheet steel work shall comprise an approved intrinsically corrosion resistant metal.
- 7.4.18.4 All external nuts and bolts shall be manufactured from stainless steel. Care shall be taken to ensure that nuts and bolts are not over tightened damaging the threads and preventing nuts and bolts from being loosened and/or retightened.

7.5 **Switch Disconnecter Modules**

- 7.5.1 Each switch disconnector shall be a three pole switch that complies with the requirements for general purpose switches of SANS 62271-103.
- 7.5.2 Switch disconnectors shall be at least Class E2 M1 in accordance with SANS 62271-103.
- 7.5.3 The operating mechanism of switch disconnectors shall provide independent manual closing and opening.

7.6 **Switch-fuse Combination Modules**

7.6.1 General

- 7.6.1.1 Each switch-fuse combination shall be a three phase unit that complies with the requirements of SANS 62271-105 and SANS 1874.
- 7.6.1.2 Where fuse links are housed in a free breathing enclosure there shall be a minimum specific creepage of 31 mm/kV for any creepage paths between live terminals and earthed metal work.
- 7.6.1.3 The switch-fuse combination shall be capable of supplying a transformer of 1600 kVA rating.

7.6.2 Fuse Links

- 7.6.2.1 Fuse links utilised with the ring main units, extensible switchgear and outdoor BMUs shall be 12 kV current-limiting HRC striker pin fuses complying with SANS 60282-1 Type I.

- 7.6.2.2 Full details of recommended fuse types shall be provided with the tender, including all full technical characteristics and tolerances for striker pin energy class and travel.
- 7.6.2.3 The fuse links for switch-fuse combination modules shall be DIN type fuses of length 442 mm.
- 7.6.2.4 The 12 kV HRC fuse links for ring main units and extensible switchgear will be supplied by others.
- 7.6.2.5 The 12 kV HRC fuse links for compact outdoor BMUs (where applicable) shall be provided by the Contractor and shall be correctly rated for protection of the metering voltage transformers
- 7.6.3 Operating Mechanism
- 7.6.3.1 The operating mechanism of the switch-fuse combinations shall provide independent manual closing and stored energy tripping.
- 7.7 **Circuit Breaker Modules**
- 7.7.1 General
- 7.7.1.1 Circuit breakers shall be three pole devices complying with the requirements of SANS 62271-100 and SANS 1874.
- 7.7.1.2 Circuit breakers shall be Class C2 E2 M1 in accordance with SANS 62271-100.
- 7.7.1.3 Circuit breakers for the Recloser Ring Main Unit shall be Class C2 E2 M2 in accordance with SANS 62271-100.
- 7.7.1.4 The rated operating sequence of the circuit breakers shall be O - t - CO - t - CO where t equals 3 minutes, in accordance with SANS 62271-100.
- 7.7.1.5 The rated operating sequence of the circuit breakers for the Recloser Ring Main Unit shall be O - t₁ - CO - t₂ - CO where t₁ equals 0.3 seconds and t₂ equals 3 minutes, in accordance with SANS 62271-100.
- 7.7.1.6 The first-pole-to-clear factor shall be 1,5 in accordance with SANS 62271-100.
- 7.7.2 Operation
- 7.7.2.1 The operating mechanism of the circuit breakers shall provide independent manual closing and stored energy tripping.
- 7.7.2.2 Circuit breakers shall have a trip-free mechanical switching mechanism.
- 7.7.3 Protection
- 7.7.3.1 Each circuit breaker module, except in the case of outdoor Recloser RMUs and Outdoor SSEG BMUs, shall be fitted with a self powered Protection relay, installed and wired complete for service, as specified below.
- 7.7.3.2 Each circuit breaker module shall be fitted with ring-core current transformers as specified.
- 7.7.3.3 Full details of the offered Protection relay and current transformers shall be provided with the tender.
- 7.7.4 Protection Relays for Outdoor Recloser RMUs and Outdoor SSEG BMUs
- 7.7.4.1 Protection Relays for Outdoor Recloser RMUs and Outdoor SSEG BMUs will be provided and installed by the Supplier. Such relays will be auxiliary powered IEDs. The Protection relays to be housed in the PSAC compartment

7.7.5 Self-Powered Protection Relays

- 7.7.5.1 Protection Relays for all circuit breaker modules other than those in Outdoor Recloser RMUs and Outdoor SSEG BMUs shall be self-powered Protection relays as specified below.
- 7.7.5.2 The self-powered Protection relays shall be suitable for use with standard SANS (/IEC) 61869-2 Protection current transformers. Self-powered Protection relays requiring customised, dedicated CTs will not be accepted.
- 7.7.5.3 The self-powered Protection relays shall provide both over-current and earth fault functions with definite time, normal inverse time, very inverse time and extremely inverse time protection characteristics in accordance with IEC 60255-151.
- 7.7.5.4 Protection relays shall preferably be housed within the standard fascia of the LV / mechanism compartment of the ring main units, extensible switchgear or BMU switchgear.
- 7.7.5.5 Protection relays requiring a separate relay compartment shall be to the approval of the Engineer. Such arrangements will in general be acceptable provided that the separate relay compartment is a top mounted compartment forming an integral part of the ring main unit, extensible switchgear or BMU switchgear, that this compartment fits within the standard envelope of the outdoor RMU or BMU weatherproof cubicle, and that for both indoor and outdoor switchgear the relay can be viewed and operated directly by an operator standing at ground level in front of the switchgear without requiring the use of ladders or pedestals.
- 7.7.5.6 The Protection relay installation on the ring main unit, extensible switchgear or BMU fascia shall have a minimum IP rating of IP54 and shall be fully protected against the effects of rain during switching operations on outdoor units. Relays that do not have a minimum intrinsic IP54 rating shall be provided with a gasketed removable transparent cover and / or housing and any other measures necessary to raise the IP rating as specified and provide appropriate weather protection.
- 7.7.5.7 Protection relays shall be fitted with clearly visible indicators identifying when a relay initiated circuit breaker trip has commenced timing or has occurred, and identifying the specific cause of the trip. The relay shall provide separate protection operation indication for each phase and for earth faults.
- 7.7.5.8 Protection operation indicators shall continue to indicate after closing of the trip contacts and shall be manually resettable without the need to re-energise the ring main unit on load.
- 7.7.5.9 Protection relays shall be fitted with an HMI for fault indication and shall have battery back-up to maintain indication and functionality while the ring main unit is without CT power, de-energised or the circuit breaker open, for a minimum period of 72 hours.
- 7.7.5.10 The HMI shall provide a digital display with a detailed event recording and fault history buffer. This shall record a minimum of two fault events or disturbances.
- 7.7.5.11 The relay shall provide load current indication per phase.
- 7.7.5.12 Protection relay back-up batteries shall be maintenance free, shall have a minimum service life of 10 years, shall be easily replaceable by the user, and shall be of a standard commercially available type. Proprietary battery types unique to the relay type or manufacturer shall not be acceptable.
- 7.7.5.13 The overcurrent pick-up setting range for relays shall be selectable from 20% to a minimum of 140% of the nominal relay rating in steps of not greater than 2.5%.
- 7.7.5.14 The earth fault pick-up setting range for relays shall be selectable from 10% to a minimum of 100% of the nominal relay rating in steps of not greater than 2.5%.
- 7.7.5.15 The Protection relay IDMTL overcurrent and earth fault characteristics shall have a minimum time multiplier setting of 0.05 or better and steps of 0.01 or better.
- 7.7.5.16 The Protection relay Definite Time overcurrent and earth fault characteristics shall have time delay settings selectable from 0.04 s to at least 1 s in steps of 0.05 s or better.

- 7.7.5.17 The Tenderer shall declare in the Schedules the minimum primary current (percentage of CT full load rating) for full relay functionality, the relay “wake-up” time when the circuit breaker is closed onto a fault, and the total fault clearing time from initiation of fault both for circuits on-load (with relay “awake”) and for circuits closed onto a fault, for the circuit breaker modules tendered. Acceptance of relays with high minimum operating currents and slow “wake-up” times in comparison with norms for similar equipment and the Employer’s distribution system requirements shall be at the discretion of the Engineer.
- 7.7.5.18 The Tenderer shall provide rates in the price schedule for the supply and delivery of spare self-powered Protection relays and spare trip coils, each of the type specified and offered with their tender, for use as and when required as maintenance replacements on equipment in service.
- 7.7.6 Protection Current Transformers
- 7.7.6.1 Protection current transformers shall be standard CTs complying with the requirements of SANS 61869-2.
- 7.7.6.2 Protection current transformers shall be of generic applicability and shall not be customised to solely the self-powered Protection relay offered.
- 7.7.6.3 Current transformers shall comply with the ratings specified in the Schedules.
- 7.7.6.4 Ring-core CTs shall be either fitted over the Type C cable bushing or shall be mounted within the cable compartment and positioned as specified below for cable termination enclosures.
- 7.7.6.5 The Tenderer shall provide rates in the price schedule for the supply and delivery of spare single core protection CTs of the type specified and offered, for use as and when required as maintenance replacements on equipment in service.
- 7.7.7 Protection Wiring and Testing Facilities
- 7.7.7.1 All wiring to the Protection relay (e.g. from CTs) shall be terminated onto a terminal block situated in the circuit breaker module, or the separate relay compartment if approved accordingly by the Engineer.
- 7.7.7.2 The Protection relay shall be provided with a dry (potential-free) trip output contact for relay testing purposes which shall be wired to the terminal block.
- 7.7.8 Protection, SCADA and control requirements - General
- 7.7.8.1 The Outdoor Recloser RMUs and Outdoor SSEG BMUs shall be fully SCADA ready, fitted as detailed hereunder. Specific details specified in this regard apply solely to these two equipment types.
- 7.7.8.2 The Protection relay, the Remote Terminal Unit, the Radio Communications Unit, the Battery Charger Unit and Cells will be supplied, installed and tested by the Supplier.
- 7.7.8.3 All indications, alarms, controls, motors, trip and close coils, terminal strips, small wiring, housings, equipment mounting boards, anti-condensation (dehumidifier) units and other parts and accessories necessary to fulfil the specified requirements shall be included in the tender and provided by the supplier.
- 7.7.9 Protection, SCADA, Auxiliary and Control (PSAC) compartment requirements
- 7.7.9.1 An Internal combined PSAC compartment, as specified, shall be provided on the Outdoor Recloser RMUs and Outdoor SSEG BMUs, supplied complete as above and shall be suitably sized to accommodate the Protection and SCADA related devices and facilities specified hereunder, including the Battery Charger Unit and Cells, Remote Terminal Unit, Radio Communications Unit, AC VT supply and DC supply, MCB, all auxiliary terminal strips, and trunking etc.
- 7.7.9.2 The intergral PSAC Compartment shall be on the right hand side of the kiosk and open outward and shall have a minimum of IP 45, in accordance with SANS 60529. This compartment shall not affect the internal arc rating of the RMU and associated weather proof kiosk.

- 7.7.9.3 All accommodation and layouts in the Internal Protection, SCADA, Auxiliary and Control compartments shall be subject to approval by the Engineer. Dimensioned drawings indicating the proposed detailed layout are to be provided with the tender submission.
- 7.7.9.4 Dimensional requirements and overall drawings shall be provided in the Technical Schedules.
- 7.7.9.5 The PSAC Compartment, where applicable, shall comply fully with the requirements specified in Section 7.15 of this document for the outdoor BMU LV Metering Compartments with respect to housing, doors and locking facilities.
- 7.7.9.6 The PSAC compartment shall be provided with an anti-theft dome antenna as specified for the Radio Communications Unit.
- 7.7.10 PSAC requirements – Wiring
- 7.7.10.1 Wiring for all controls, alarms, statuses, indications and auxiliary supply for each of the RMU MV modules shall be wired from the motors, actuators, coils, contacts and switches to a terminal strip(s) dedicated to that MV module.
- 7.7.10.2 The PSAC compartment Protection relay shall be fitted with terminal strip(s) marshalling all controls, alarms, statuses and indications from each of the RMU MV modules terminal strips detailed above, and all controls, alarms, statuses, indications shall be wired through to these terminal strips.
- 7.7.10.3 The compartment housing the Protection relay shall further be fitted with AC VT Supply and Auxiliary DC Supply terminal strips.
- 7.7.10.4 No IEC 61850 communications is required.
- 7.7.10.5 AC VT Supply wiring from the terminal strip in the Circuit Breaker Module MV cable compartment to the AC Mains Supply terminal strip in the PSAC compartment is to be supplied and installed by the supplier. AC VT Supply wiring is to be of minimum size 4mm². Wireways between the MV Cable compartments and the PSAC compartment shall be grommetted and fully IAC compliant in accordance with the IAC classification and testing.
- 7.7.10.6 The PSAC compartment housing the Battery Charger Unit and cells shall be fitted with AC VT Supply and Auxiliary DC Supply terminal strips, MCB and AC mains and DC auxiliary supply wiring of minimum size 4mm² is to be provided and installed from there to the respective terminal strips in the PSAC compartment.
- 7.7.10.7 Secondary wiring from the Protection Current Transformers shall be of minimum size 2.5mm² and shall be wired to terminal strips in the PSAC compartment.
- 7.7.10.8 Trunking (60mm (w) x 80mm (h) Slotted Trunking) shall be provided by the contractor in the PSAC compartment
- 7.7.10.9 All small wiring shall be fully wired, ferruled and trunked to the relevant sources / destinations. These shall include AC VT and Auxiliary DC Supply wiring to the PSAC compartment.
- 7.7.10.10 Detailed wiring schematic diagrams and wire numbering and ferruling schedules are to be provided by the contractor during the engineering approval period after contract award, and shall be to the Engineer's approval.

- 7.7.11 Protection and SCADA Requirements – Controls, Indications and Alarms
- 7.7.11.1 The Outdoor Recloser RMUs and Outdoor SSEG BMUs units shall be equipped with controls as follows:
- a. Switch-disconnector motorised Open and Close
 - b. Switch-fuse combination disconnector motorised Open and Close
 - c. Circuit-breaker motorised spring charge, Open and Close
- 7.7.11.2 The Outdoor Recloser RMUs and Outdoor SSEG BMUs units shall be equipped with status indication as follows (in addition to the standard fitment specified within this document):
- 7.7.11.2.1 Switch-disconnector module: motorised operation, auxiliary switches for:
- a. disconnector position (2x NO, 2x NC)
 - b. earthing switch position (2x NO, 2x NC)
- 7.7.11.2.2 Switch-fuse disconnector module: motorised operation, auxiliary switches for:
- a. disconnector position (2x NO, 2x NC)
 - b. earthing switch position (2x NO, 2x NC)
 - c. fuse blown
- 7.7.11.2.3 Circuit breaker module: motorised spring charge, trip and close trip coils, auxiliary switches for:
- a. circuit breaker position (2x NO, 2x NC)
 - b. disconnector position (2x NO, 2x NC)
 - c. earthing switch position (2x NO, 2x NC)
 - d. ARC On/Off and Local/Remote (2x NO, 2x NC)
 - e. circuit breaker tripped
- 7.7.11.3 The Outdoor SSEG BMUs units shall be provided with VT outputs as follows:
- a. VT output per phase for purpose of over / under voltage detection
- 7.7.11.4 The Outdoor Recloser RMUs and Outdoor SSEG BMUs units shall be equipped with alarms as follows but not limited too:
- a. Low SF6 gas density
 - b. Door open
 - c. “Close not healthy”, for switch-disconnectors
 - d. “Close not healthy”, for switch-fuse combinations
 - e. “Circuit-breaker not healthy”, for circuit breakers
 - f. “Stored energy mechanism not charged”, for all modules
 - g. Trp coil supervision in circuit breaker open and closed states
- 7.7.11.5 All motors for motorised spring charge and operation shall be DC powered at 24V, and shall be provided with interposing relays if required.
- 7.7.11.6 The Outdoor Recloser RMUs and Outdoor SSEG BMUs shall be fitted with a padlockable Local (Off)/Remote selector switch, which when selected to the Local (Off) position shall disable all remote operation and motors. When in the Local (Off) position only mechanical onsite operation of the RMU is permitted.
- 7.7.11.7 The Outdoor Recloser RMUs shall be fitted with a padlockable ARC On/Off and SEF On/Off selector switches. which when selected to the off position shall disable the ARC protection system.
- 7.7.11.8 The Local/Remote, ARC On/Off and SEF On/Off selectors shall be situated on the RMU or BMU front fascia in a position fully visible and accessible to the operator, and shall be wired to the protection relay and RTU for. Both positions of these selector switches shall be wired to the protection relay and RTU.
- 7.7.11.9 The RMU gas pressure sensor shall be provided with low gas pressure auxiliary contacts and wired to the Protection relay compartment terminal strip for alarm purposes.

7.7.11.10 The EFI relay activation contact will be wired to the protection relay and RTU for alarm and indication purposes.

7.7.12 Auxiliary Supply

7.7.12.1 Outdoor Recloser RMUs and Outdoor SSEG BMUs will be fitted with a suitably sized auxiliary 24V DC Battery Charger Unit and cells for protection, SCADA and control purposes. The Battery Charger Unit and cells shall be suitable for 8 hours operation without charging. The VT AC supply alarm fail will be wired to the protection relay and RTU for alarm purposes.

7.7.12.2 The Battery Charger Unit and cells is to be supplied and installed by the Supplier.

7.7.12.3 The Battery Charger Unit and cells shall be in a separate compartment in the PSAC compartment.

7.7.12.4 The Battery Charger Unit and cells will be rated to adequately power the protection relays, RTU and other SCADA hardware requirements.

7.7.12.5 Spring charge and switch-disconnector motors shall be rated for 24V DC supply.

7.7.12.6 RMU Trip and Close Coils and all other RMU auxiliaries shall be rated for 24V DC auxiliary supply. The tenderer shall provide details of load ratings for each item in the Technical Schedules.

7.7.13 Anti-Condensation dehumidifier units

7.7.13.1 Outdoor Recloser RMUs and Outdoor SSEG BMUs shall be fitted with suitably rated Anti-Condensation Dehumidifier units in the PSAC compartment, as required to stabilise temperatures and prevent condensation build-up.

7.7.13.2 Anti-Condensation Dehumidifier units shall be chosen with attention given to the compartment volumes and ventilation and shall be appropriate to maintaining a stable ambient temperature.

7.8 **Extensible Switchgear Metering Modules**

7.8.1 General

7.8.1.1 The metering module shall comprise an air insulated metering cubicle fitted with busbars, busbar extension bushings, metering and protection current transformers, metering voltage transformers, fuses and LV equipment as specified, and designed for assembly into an MV extensible switchgear switchboard.

7.8.1.2 The metering module shall be rated as specified for the extensible switchgear modules.

7.8.1.3 The metering module shall be fitted with an LV compartment equipped with terminal blocks, test blocks, MCBs and links, phase indicators and other fittings as specified, and shall have provision for fitment of meters.

7.8.1.4 The metering module metering compartment door shall be fitted with approved interlocks to prevent the opening of the door while the compartment is live.

7.8.1.5 The metering compartment shall be designed to facilitate the easy removal and replacement of one or more of the CTs or VTs without the need to remove adjacent CTs or VTs. The replacement of a CT or VT shall not require adjacent chambers of the same panel to be disturbed.

7.8.1.6 Meters will be supplied and mounted by others, either in the LV compartment or in a separate remote cubicle, as required.

7.9 **Outdoor Bulk Metering Units**

7.9.1 Standard Outdoor BMU

7.9.1.1 The standard outdoor BMU shall comprise a factory assembled and tested free-standing unit

complying with the requirements of NRS 099 and comprising the following:

- 7.9.1.1.1 A MV ring main unit
- 7.9.1.1.2 An MV metering compartment.
- 7.9.1.1.3 An MV customer compartment.
- 7.9.1.1.4 A weatherproof enclosure.
- 7.9.1.1.5 LV metering compartment(s).
- 7.9.1.2 A single tank non-extensible four way ring main unit comprising two ring main switch-disconnector modules and a circuit breaker module and compartment with a dedicated switch-fuse combination module shall be housed in the ring main unit compartment.
- 7.9.1.3 3 single phase unscreened MV metering current transformers shall be housed in the MV metering compartment.
- 7.9.1.4 3 single phase screened MV metering voltage transformers shall be accommodated within the compact outdoor BMU to the satisfaction of the engineer and shall be connected to the ring main unit busbars via the switch-fuse combination module.
- 7.9.1.5 A single extensible switch-disconnector module shall be housed in the MV customer compartment for the customer connection, with extensible busbar bushings on the MV metering compartment side.
- 7.9.1.6 The LV metering compartment shall be installed on the right hand side of the outdoor BMU unit.
- 7.9.2 Compact outdoor BMU (Alternative)
- 7.9.2.1 The compact outdoor BMU shall comprise a factory assembled and tested free-standing unit complying with the requirements of NRS 099 but without the separate MV metering compartment envisaged in terms of NRS 099, and comprising the following:
 - 7.9.2.1.1 A single tank, non-extensible, four-way (or a five-way, where specified) ring main unit.
 - 7.9.2.1.2 Metering current transformers and metering voltage transformers accommodated within the compact outdoor BMU.
 - 7.9.2.1.3 A weatherproof enclosure.
 - 7.9.2.1.4 An LV metering compartment.
- 7.9.2.2 The four way ring main unit shall comprise a single tank, non-extensible ring main unit with two switch-disconnector modules, one switch-fuse combination module and a customer connection circuit breaker module.
- 7.9.2.3 The five-way ring main unit (where specified) shall comprise a single tank, non-extensible ring main unit with two switch-disconnector modules, one switch-fuse combination module and two customer connection circuit breaker modules.
- 7.9.2.4 3 single ring type LV metering current transformers shall be accommodated within the circuit breaker module(s) cable termination enclosure(s).
- 7.9.2.5 3 single phase screened MV metering voltage transformers shall be accommodated within the compact outdoor BMU to the satisfaction of the engineer and shall be connected to the ring main unit busbars via the switch-fuse combination module.
- 7.9.2.6 The positioning of the metering voltage transformers within the compact BMU shall not in any way detract from the specified and tested internal arc classification or dielectric performance of the equipment.
- 7.9.2.7 The LV metering compartment shall be installed on the right hand side of the outdoor BMU unit.
- 7.9.3 Outdoor SSEG BMU
- 7.9.3.1 The outdoor SSEG BMU shall comprise a compact outdoor bulk metering unit as specified above, with a single outgoing customer connection, and in addition fitted with a PSAC compartment and associated equipment and fittings as specified in Section 7.7.10 above (PSAC Requirements), and

Section 7.15 below in the case of PSAC Compartment.

7.9.4 General BMU Requirements

- 7.9.4.1 The outdoor bulk metering units offered shall be either standard outdoor BMUs or compact outdoor BMUs as specified in terms of this specification.
- 7.9.4.2 The steel base of the standard and compact outdoor BMUs shall be of sufficiently rigid construction to allow the assembled BMU to be lifted without deformation or damage, and shall not have removable front sections for MV cable installation.
- 7.9.4.3 The outdoor BMU enclosure shall comply with the requirements of this specification for weatherproof kiosks.
- 7.9.4.4 Outdoor BMUs with a single customer circuit breaker or switch-disconnector module shall be for single feeder MV customer connections.
- 7.9.4.5 Outdoor BMUs with two customer circuit breaker modules shall be for dual feeder MV customer connections to a single customer.
- 7.9.4.6 The LV metering compartment shall be installed on the left hand side of the outdoor BMU unit.
- 7.9.4.7 Meters will be supplied and mounted by others.

7.9.5 BMU Internal MV Interconnections and Terminations

- 7.9.5.1 Internal MV connections on the standard outdoor BMU shall comply with the requirements of NRS 099.
- 7.9.5.2 Internal MV connections on the alternative compact outdoor BMU, between the switch-fuse combination module and the voltage transformers, shall be unarmoured, copperwire screened, XLPE insulated, single core, copper conductor, 11 kV cables complying with SANS 1339 and fitted with screened separable connectors on both ends. The trailing cables screen shall be earthed on the switch-fuse combination module side only.

7.10 **Busbars**

7.10.1 General

- 7.10.1.1 The busbars for ring main units shall be entirely incorporated within the gas-insulated switch compartment, and shall be non-extensible.
- 7.10.1.2 The busbars for single and dual module extensible switchgear shall be extensible at both sides of the module.
- 7.10.1.3 Busbar extension shall be achieved through the use of busbar coupling inserts, or through the use of external busbars.
- 7.10.1.4 Busbar connections, whether by busbar couplings or external busbars, shall be fully sealed to preclude ingress of moisture and shall be maintenance free for the service life of the switchgear.
- 7.10.1.5 Full design and installation details for the busbar connections shall be provided with the tender documentation.

7.10.2 Busbar Couplings

- 7.10.2.1 Busbar couplings shall be fully insulated, screened and stress controlled.
- 7.10.2.2 Busbar couplings shall be designed and tested to provide a tight dielectric seal and to fully preclude the possibility of air voids and partial discharges once assembled.
- 7.10.2.3 The design provisions for the switch-panel assembly shall ensure that the variations in distance and

alignment between adjacent panels are constrained by means of bolted mechanical spacers to within the busbar coupling design tolerances. The busbar couplings shall be suitable for user installation.

7.10.3 Busbar Blanking Plugs

7.10.3.1 Busbar blanking plugs and metal blanking cover plates shall be provided for sealing busbars at the switchboard end.

7.10.3.2 Busbar blanking plugs shall be fully insulated, screened and stress controlled.

7.10.3.3 Busbar blanking plugs shall be designed and tested to provide a tight dielectric seal and to fully preclude the possibility of air voids and partial discharges once assembled.

7.10.3.4 Busbar blanking plugs shall preclude ingress of moisture and shall be maintenance free for the service life of the switchgear.

7.10.4 External Busbars

7.10.4.1 External busbars shall be fully insulated, screened and stress controlled.

7.10.4.2 Bushings on extensible switchgear for connection to external busbars shall be Type C bushings complying fully with the requirements of this specification for MV cable bushings.

7.10.4.3 External busbars shall be provided with blanking plugs / dead end caps for sealing the busbars at the switchboard end. Such blanking plugs / dead end caps shall be firmly and securely fitted in place and shall comply with the specific requirements for busbar blanking plugs stated above.

7.10.4.4 The extensible switchgear shall be provided with Protection covers to shroud the external busbars on all sides.

7.10.4.5 The design provisions for the switch-panel assembly shall ensure that the variations in distance and alignment between adjacent panels are constrained by means of bolted mechanical spacers to within the external busbar design tolerances. The external busbars shall be suitable for user installation.

7.11 **Cable Termination Enclosures, Terminations and Bushings**

7.11.1 Cable Termination Enclosures and Terminations

7.11.1.1 Cable termination enclosures shall be air-filled enclosures complying with SANS 876 in all respects.

7.11.1.2 The cable termination enclosures shall be suitable for termination of three core impregnated paper insulated 11 kV cables of up to 240 mm² with dry type cable terminations complying with SANS1332 (95 kV BIL). All 11 kV cables will be provided, installed and terminated by others.

7.11.1.3 The cable termination enclosures shall be suitable for Type 3 unscreened separable connector terminations.

7.11.1.4 Cable termination enclosures with cable bushings at staggered heights will not be accepted.

7.11.1.5 The height of the cable termination enclosures for switch disconnect and switch-fuse combination modules shall be a minimum of 800 mm, measured from the centre line of the cable bushings to the gland plate or cable support clamp.

7.11.1.6 Where ring-core current transformers are required for the circuit breaker modules, the height of the cable termination enclosures shall be a minimum of 950 mm, measured from the centre line of the cable bushings to the gland plate or cable support clamp.

7.11.1.7 Where ring-core current transformers are required for protection and metering for the circuit breaker modules of compact outdoor BMUs, the height of the cable termination enclosures shall be a minimum of 800 mm, measured from the centre line of the cable bushings to the gland plate or cable support clamp.

- 7.11.1.8 The current transformers for the circuit breaker modules of compact outdoor BMUs shall either be dual-core protection and metering ring-core current transformers or shall be separate ring-core current transformers with one of the current transformers being mounted on the Type C cable bushing.
- 7.11.1.9 Separate protection and metering ring-core current transformers (per phase) for the compact outdoor BMUs that are mounted adjacent to each other in the cable termination enclosure for fitting over the cable tails shall not be acceptable.
- 7.11.1.10 It shall be ensured by the Tenderer that the cable termination enclosure is of sufficient height to terminate the specified three core impregnated paper insulated 11 kV cables safely and to provide sufficient space for cable core crossings below the current transformers, even if this entails providing a cable termination enclosure of greater than the specified minimum height.
- 7.11.1.11 Cable termination enclosures shall be designed to allow the easy removal of the current transformers while the cable termination is in progress and the easy refitment of the current transformers when the completed cable termination is being mounted in place within the enclosure.
- 7.11.1.12 The current transformers shall be mounted such that they are positioned over the screened portion of the three core 11 kV PILC cable termination but provide sufficient clearance for core crossings below the current transformers.
- 7.11.1.13 The cable termination enclosures shall be fitted with internal arc rated removable covers in accordance with the internal arc classification of the ring main unit.
- 7.11.1.14 Any breathing and/or drain vents in the cable termination enclosures necessary to prevent condensation or to facilitate draining shall be suitably vermin proofed.
- 7.11.2 Cable Clamping and Gland Plate
- 7.11.2.1 Each cable termination enclosure shall be provided with a cable support clamp suitable for clamping of 35 mm² - 240 mm² PILC DSTA cable.
- 7.11.2.2 The cable clamp shall be positioned in the cable termination enclosure or in the pedestal or raising base, as required in order to comply with the specified height, and shall be so designed that the cable is firmly secured but that no stress due to bending is placed on the cable when terminated. Any other arrangements for securing of the cables shall be subject to the Engineer's approval.
- 7.11.2.3 The cable termination enclosure or the pedestal or raising base (where present) on ring main units and extensible switchgear for indoor installation shall be provided with a steel gland plate in accordance with the requirements of SANS 1874 which shall be designed and tested to withstand the pressure rise associated with an internal arc fault and to cause the arc energy to be directed through the pressure relief facilities provided. Such gland plate shall prevent the purging of overpressure and arc flash associated with an arcing fault into the cable trench.
- 7.11.2.4 The gland plate shall be suitable for assembly around the cable after making-off of the cable termination and shall not require disassembly or removal of the front side of the cable termination compartment or raising base. The gland plate shall be provided with a rubber grommet to ensure a tight seal between the gland plate and cable.
- 7.11.2.5 Alternative gland plate and cable seal designs shall be to the Engineer's approval.
- 7.11.3 Cable Bushings
- 7.11.3.1 Cable bushings on all modules shall be Type C bushings complying with EN 50181.
- 7.11.3.2 The bushings shall have an M16 x 2 thread and be suitable for the use of unscreened separable connectors (USCs). The USCs currently in use are the Raychem 3-series.
- 7.11.3.3 The cable bushings shall be orientated in the horizontal axis and suitable for cable terminations using the 90° elbow shaped USCs detailed above, with vertical cable tails.

- 7.11.3.4 The bushings shall be fitted with M12 stainless steel reducing stems and M12 nut, washer and spring washers.
- 7.11.3.5 The bushings shall be manufactured and tested in accordance with SANS 60137. In addition to the voltage test specified in SANS 60137 the bushings shall be partial discharge tested in accordance with the requirements of SANS 60270. The magnitude of the discharge shall not be greater than 5 pC.
- 7.11.3.6 The surface of the bushings shall be smooth and free from blemishes and patches or fillings.
- 7.11.3.7 The bushings shall be made from insulating material to the approval of the Engineer. Dough moulded compound cable bushings are not acceptable.
- 7.12 Metering Current Transformers**
- 7.12.1 The indoor metering module and outdoor BMUs shall be fitted with dual ratio metering current transformers for each phase.
- 7.12.2 The metering CTs shall comply with the requirements of SANS 61869-2 and shall be of extended accuracy class CI 0.5S.
- 7.12.3 Metering CTs shall have an Instrument Security Factor of FS 10 in accordance with SANS 61869-2.
- 7.12.4 The metering CTs shall comply with the ratings specified in the Schedules.
- 7.12.5 As detailed above under "Cable Termination Enclosures and Terminations" the metering CTs on outdoor BMUs shall be either supplied as dual CTs (with the protection CTs) or shall be supplied as bushing mounted CTs mounted on the Type C cable bushings. Separate CTs per phase in the cable termination compartment will not be accepted.
- 7.12.6 The CTs shall have a rated short-time thermal current (I_{th}) equal to the rated short time withstand rms current for the assembled metering module or metering unit, with a duration of 1 s.
- 7.12.7 Metering CTs on indoor metering modules and on outdoor BMUs shall be provided with 4mm² CT wiring on the secondary side.
- 7.12.8 The Tenderer shall provide rates in the price schedule for the supply and delivery of spare dual-core protection and metering CTs and / or spare single core metering CTs (as applicable to the equipment offered), as specified, for use as and when required as maintenance replacements on equipment in service.
- 7.13 Metering Voltage Transformers**
- 7.13.1 Voltage transformers shall comply with the requirements of SANS 61869-3.
- 7.13.2 The VTs for extensible switchgear metering modules and standard outdoor BMUs shall be screened, solid-dielectric type VTs.
- 7.13.3 The VTs for the alternative compact outdoor BMUs shall be screened, solid dielectric type VTs.
- 7.13.4 The voltage transformers shall be single phase earthed voltage transformers (EVTs) with the primary star point earthed.
- 7.13.5 The VTs shall comply with the ratings specified in the Schedules.
- 7.13.6 The VTs shall be discharge free and shall have a minimum voltage factor of 1,2 continuous and 1,9 for 30 s.
- 7.13.7 The VTs shall have a short circuit withstand capability in accordance with SANS 61869-3.
- 7.13.8 Particular attention shall be given to ensuring that saturation or undamped ferro-resonant oscillations do not occur during all foreseeable system conditions, and where required to fulfil this requirement

tertiary (or residual) windings shall be provided and connected as an open delta winding with suitable Protection circuitry. Such circuitry shall also make provision for VT earth fault conditions.

- 7.13.9 The VTs for extensible switchgear metering modules shall be fitted with integral MV HRC fuses that shall be easily accessible when the metering compartment door is open.
- 7.13.10 The VTs for the all outdoor BMUs and SSEG shall be protected appropriately rated MV HRC fuses in the switch-fuse combination module of the RMU.
- 7.13.11 All VTs shall be fitted with LV MCB on the LV side, which shall be housed either in the PSAC or LV metering compartment as required.
- 7.13.12 In the event that the voltage transformers offered have an output greater than that specified, they shall have an accuracy class at least equal to that specified over the full output range.
- 7.14 **Indoor MV Metering Module and Outdoor BMU LV Metering Compartments**
- 7.14.1 The extensible switchgear metering modules and outdoor BMUs shall be fitted with a low voltage metering compartment equipped with such terminal blocks, test blocks, LV MCBs and links, phase indicators and other fittings as are required, as detailed in Drawings No. SK 5200 Sheet 2.5 and SK 5210 Sheet 8.
- 7.14.2 The LV metering compartment for extensible switchgear metering modules shall be fitted with a flush mounted, hinged door complying with the requirements of Section 8.3 of this specification that is recessed and flush within the surrounding frame and is provided with locking and lock protection facilities as specified.
- 7.14.3 The LV metering compartment for outdoor BMUs shall be accessible from and secured to the right hand end of the BMU.
- 7.14.4 The LV metering compartment for outdoor BMUs shall comply with the requirements specified for weatherproof kiosk doors.
- 7.14.5 The LV metering compartment for outdoor BMUs shall be ventilated by natural air circulation through the provision of appropriately placed, top and bottom positioned ventilation louvres and appropriate drainage holes so as to prevent internal condensation. Any such ventilation facilities shall be positioned so as to comply with the specified degree of protection.
- 7.14.6 All breathing and/or venting facilities in the kiosk shall be suitably vermin proofed.
- 7.14.7 The LV metering compartment doors for extensible switchgear metering modules and for outdoor BMUs shall have provision for affixing a standard Utility metering compartment seal that must be broken in order to unlock and open the door. Such a facility shall be in addition to the specified padlock requirements.
- 7.14.8 The LV metering compartment for extensible switchgear metering modules and for single feeder outdoor BMUs shall be fitted with a removable equipment backing board constructed of 20 mm blockboard which shall be of minimum dimensions 550 mm (h) x 300 mm (w).
- 7.14.9 The LV metering compartment for two feeder (i.e. two circuit breaker) compact outdoor BMUs shall be fitted with a removable equipment backing board constructed of 20 mm blockboard (or equivalent to approval) which shall be of minimum dimensions 550 mm (h) x 600 mm (w).
- 7.14.10 The backing board shall be fixed with 4 x 8 mm stainless steel bolts, nuts and flat washers.
- 7.14.11 The LV metering compartments shall have a minimum clear internal depth of 200 mm, measured from the mounting surface of the equipment backing board to the inner edge of the locking mechanism, locking mechanism rods and flanges, hinges or other hardware mounted on the metering compartment doors.
- 7.14.12 No door mounted hardware shall encroach within this minimum clearance and the LV compartment door mechanism shall not encroach within this minimum clearance during any phase of operation.

- 7.14.13 The LV metering compartment doors shall be sized so as to allow removal of the equipment backing board without the need to remove the door(s).
- 7.14.14 The LV metering compartment for extensible switchgear metering modules shall be fitted with suitable facilities for termination of multi-core cabling for connection to a remote metering cubicle, either directly into the LV compartment or into an approved multi-core cable termination box. Cable access to the LV compartment or termination box shall be from overhead cable tray via a glanded termination. The gland plate shall be suitable for terminating a PVC insulated, armoured, 12 core 4 mm², multi-core cable, and shall be undrilled.
- 7.14.15 All secondary wiring in the extensible switchgear metering modules and outdoor BMUs shall comply with the requirements for NRS 099.
- 7.14.16 The secondary wiring layout within the LV compartment shall be for a 3-phase 4-wire metering configuration, in accordance with Drawings No. SK 5200 Sheet 2.5 and SK 5210 Sheet 8.
- 7.14.17 CT and VT circuit wiring shall be numbered on both ends with the prefixes "D" and "E" respectively, and a circuit number as detailed on Drawings No. SK 5200 Sheet 2.5 and SK 5210 Sheet 8.
- 7.14.18 The VT LV MCBs, LV star point connections and star point earth connection shall be situated in the LV metering compartment. The LV star point connection shall by default be earthed for the 3-ph 4-wire metering configuration.
- 7.14.19 All metering CT and VT secondary side earth connections shall be made within the LV metering compartment, and not within the MV compartments of the extensible switchgear metering modules or outdoor BMUs.
- 7.14.20 The metering CT star point shall be earthed via a solid link bar located in the LV metering compartment.
- 7.14.21 The selection of full or half ratio for the metering CTs shall be done on a separate terminal block situated inside the LV metering compartment, and shall be achieved by connecting the CT starpoint on the appropriate terminals for the selected ratio.
- 7.14.22 The CT secondary circuits shall be wired from the CT ratio selection terminal block to an approved 13-way test block with integral shorting facilities in the LV metering compartment which shall be easily accessible for the purpose of connecting test equipment.
- 7.14.23 Terminal blocks and test blocks fitted in the LV metering compartment shall be 13-way Campbell York England, Type 22983 front connected polycarbonate test blocks with transparent covers, or equivalent to the Engineers approval.
- 7.14.24 Insulated lugs and ferrules shall be used on all terminations, with bootlace ferrules to be used for terminations on test blocks.
- 7.14.25 Fuses and fuse holders shall be of the blade type and shall be in compliance with Section 5 of this specification.
- 7.14.26 The LV compartment shall be fitted with LED indication lamps for VT Live indication.
- 7.14.27 The LV metering compartment shall be provided with an MV and LV wiring and connection schematic diagram which shall be affixed to the inside of the compartment door.
- 7.14.28 The LV secondary metering equipment shall be rated in accordance with the requirements of NRS 099.
- 7.14.29 The LV metering compartment shall be provided with a 25mm PVC sleeve external to the compartment and suitably glanded to and affixed to the compartment for the purpose of locating and protecting the antenna for AMI metering. Such PVC sleeve shall be installed in such a manner as to preclude the introduction of water into the interior of the LV metering compartment either by direct flow or by capillary action, and shall be positioned so as to provide the maximum possible protection

against vandalism. The positioning and fixing of the antenna sleeve shall be to the approval of the Engineer.

7.14.30 The LV metering compartment shall not be provided with an ammeter.

7.15 PSAC Compartment (Outdoor Recloser Ring Main Unit and outdoor SSEG Bulk Metering Unit)

7.15.1 Where provided for in the PSAC provisions of the tendered equipment the outdoor Recloser Ring Main Unit and outdoor SSEG Bulk Metering Unit shall be supplied with an internal compartment as detailed in the Technical Schedules.

7.15.2 The PSAC compartment shall be fitted with a flush mounted, hinged door complying with the requirements of Section 8.3 of this specification that is recessed and flush within the surrounding frame and is provided with locking and lock protection facilities as specified.

7.15.3 The PSAC compartment shall be accessible from and secured to the right hand end of the BMU.

7.15.4 The PSAC compartment shall comply with the requirements specified for weatherproof kiosk doors.

7.15.5 The PSAC compartment for outdoor BMUs shall be ventilated by natural air circulation through the provision of appropriately placed, top and bottom positioned ventilation louvres and appropriate drainage holes so as to prevent internal condensation. Any such ventilation facilities shall be positioned so as to comply with the specified degree of protection.

7.15.6 All breathing and/or venting facilities in the kiosk shall be suitably vermin proofed.

7.15.7 The PSAC compartment shall have a minimum clear internal depth of 250 mm, measured from the mounting surface of the equipment backing board to the inner edge of the locking mechanism, locking mechanism rods and flanges, hinges or other hardware mounted on the metering compartment doors.

7.15.8 No door mounted hardware shall encroach within this minimum clearance and the PSAC compartment door mechanism shall not encroach within this minimum clearance during any phase of operation.

7.15.9 The PSAC compartment doors shall be sized so as to allow removal of the equipment backing board without the need to remove the door(s).

7.15.10 The LV metering compartment for extensible switchgear metering modules shall be fitted with suitable facilities for termination of multi-core cabling for connection to a remote metering cubicle, either directly into the LV compartment or into an approved multi-core cable termination box. Cable access to the LV compartment or termination box shall be from overhead cable tray via a glanded termination. The gland plate shall be suitable for terminating a PVC insulated, armoured, 12 core 4 mm², multi-core cable, and shall be undrilled.

7.15.11 All secondary wiring in the extensible switchgear metering modules and outdoor BMUs shall comply with the requirements for NRS 099.

7.15.12 The PSAC compartment shall be provided with a 25mm PVC sleeve external to the compartment and suitably glanded to and affixed to the compartment for the purpose of locating and protecting the Radio Communications Unit antenna. Such PVC sleeve shall be installed in such a manner as to preclude the introduction of water into the interior of the PSAC compartment either by direct flow or by capillary action, and shall be positioned so as to provide the maximum possible protection against vandalism. The positioning and fixing of the antenna sleeve shall be to the approval of the Engineer.

7.15.13 The PSAC compartment may not share a common external housing with the BMU LV metering compartment.

7.16 Pedestal or Raising Base (for Indoor Ring Main Units and Extensible Switchgear)

7.16.1 Where a pedestal or raising base is required in order to achieve the specified cable box dimensions or to allow adequate bending radii for the MV cables on indoor ring main units and extensible

switchgear, this pedestal or raising base shall be supplied as a fully assembled part of the ring main unit or extensible switchgear.

7.16.2 The pedestal or raising base dimensions shall comply with the ring main unit or extensible switchgear footprint dimensions.

7.16.3 The pedestal or raising base shall be rigid, robust and completely self-supporting.

7.16.4 Provision shall be made for bolting of the pedestal or raising base to a concrete floor as necessary in order to provide for a safe installation and to comply with the equipment's internal arc classification.

7.16.5 Flanges that are provided for the fitting of holding-down set screws shall be of a minimum of 5 mm thick steel or alternatively be reinforced to prevent bending during transportation, handling and installation.

7.17 **Earth Fault Indication Equipment**

7.17.1 One set of approved earth fault indication equipment comprising a split core current sensor and a self powered control and indicating unit shall be provided with each ring main unit and outdoor BMU.

7.17.2 The control and indicating unit shall provide for manual resetting, with an automatic self resetting facility with selectable time delay.

7.17.3 The sensitivity of this equipment shall be such that a current imbalance less than 50 A but not less than 25 A will operate the relay.

7.17.4 Earth fault indicators shall be powered by long-life battery. Tenderers shall provide with their tender full details of the battery, its expected life under normal service conditions, the means of verifying battery condition, and the routine maintenance and replacement requirements.

7.17.5 Only equipment proven on 12 kV systems will be considered. Full details of the earth fault indication equipment offered are to be submitted with the tender.

7.17.6 The control and indicating unit shall be mounted on the ring main unit or outdoor BMU such that it is clearly visible and accessible to the operator from the operating side (i.e. front) of the ring main unit (with the enclosure doors open in the case of ring main units for outdoor installation).

7.17.7 The earth fault indicator current sensor shall be wired to and temporarily secured onto the cable support clamp fitted in the left hand side switch disconnector cable termination enclosure (when viewed from the front of the ring main unit or BMU).

7.17.8 All wiring between the control and indicating unit and the current sensor shall be routed behind the front fascia of the ring main unit.

7.17.9 For ring main units for outdoor installation and outdoor BMUs, the earth fault indication equipment shall in addition be supplied with a remote indicator which shall be mounted on the outside of the enclosure in such a manner that it can be clearly viewed from the front of the enclosure without having to open the enclosure. The remote indicator shall be visible during daylight and protected against vandalism by means of a steel tube fitted around the indicator and welded onto the enclosure.

7.17.10 The control unit and remote indicator shall not be mounted onto any removable sections of the enclosure and no wiring shall pass through these sections. If the remote indicator is mounted on the enclosure door it shall be situated as close as possible to the hinge side.

7.18 **Phase Comparators**

7.18.1 Phase comparators for electrical phasing-out on the VDIS cable live indication system shall be portable, not integrated, hand-held Universal Phase Comparators complying fully with the requirements of SANS 62271-213.

7.18.2 Phase comparators shall provide clear and unambiguous indication of voltage-in-phase and voltage-out-of-phase via separate LED indicators (coloured green and red, respectively), and shall be fitted

with push button operation, low battery indication and functionality self-test.

7.18.3 Phase comparators shall be provided with phasing leads long enough to permit the phasing out across a minimum of four panels.

7.18.4 The phase comparators, leads and ancillary equipment shall be housed in a suitable rigid case, to approval.

8 WEATHERPROOF KIOSK

8.1 General

8.1.1 The outdoor ring main units, outdoor recloser ring main units, outdoor BMUs and outdoor SSEG BMUs shall be supplied assembled within an internal arc classified and tested weatherproof kiosk complying with the requirements for enclosures detailed in SANS 62271-202 and complying with SANS 1874 and NRS 099, for outdoor ring main units and outdoor BMUs respectively.

8.1.2 The weatherproof kiosks shall be manufactured from 3CR12 corrosion resistant steel.

8.1.3 The weatherproof kiosks and all associated compartments shall be ventilated by natural air circulation through the provision of appropriately placed, top and bottom positioned ventilation louvres and appropriate drainage holes so as to prevent internal condensation. Any such ventilation facilities shall be positioned so as to comply with the specified degree of protection and shall not detract from the tested internal arc classification.

8.1.4 All breathing and/or venting facilities in the kiosk shall be suitably vermin proofed.

8.1.5 The kiosk roof, doors and compartments shall be so designed to preclude the possibility of pooling or retention of water.

8.1.6 The weatherproof kiosk material (i.e. 3CR12) shall be clearly identified by means of a metal label affixed in a permanent fashion to the inside of the kiosk door adjacent to the steel documentation pocket. Details to be captured on the unique identification plate the steel fabricators name, serial number, manufacturer part no./product code, type of material and Month and year of manufacture.

8.2 Weatherproof Kiosk Mounting and Dimensions

8.2.1 The outdoor ring main units, outdoor recloser ring main units, outdoor BMUs and outdoor SSEG BMUs, assembled within their IAC weatherproof kiosk, shall be suitable for mounting on concrete plinths.

8.2.2 The base frames of the internal arc classified weatherproof kiosks for outdoor ring main units, outdoor recloser ring main units, compact outdoor BMUs and compact outdoor SSEG BMUs shall be dimensioned so as to fit on the corresponding concrete plinths detailed in SANS 1874 (for ring main units with the corresponding number of modules) without overlap of the base beyond the dimensions of the plinth.

8.2.3 The base frames of the internal arc classified weatherproof kiosks for standard outdoor BMUs and standard outdoor SSEG BMUs shall be dimensioned so as to fit on the corresponding concrete plinths detailed in NRS 099 without overlap of the base beyond the dimensions of the plinth.

8.2.4 The design of the outdoor ring main units, outdoor recloser ring main units, outdoor BMUs and outdoor SSEG BMUs and their weatherproof cubicles shall be such that the MV cable entry cut-outs of the plinth correspond exactly with the cable termination enclosures and base frame of the equipment and ensure that the internal arc classification of the equipment is fully maintained.

8.2.5 Detailed requirements for the concrete plinth design, but in general compliance with the dimensional and layout requirements of SANS 1874 or NRS 099, as applicable, shall be provided by the Tenderer with the Tender documentation.

8.2.6 Tenderers shall provide with their tenders a set of dimensioned detail drawings showing the base

frame and cable entry for each RMU and BMU size and the relevant concrete plinth, confirming proper alignment of the design with the plinth.

- 8.2.7 Mounting to concrete plinth shall be done with 45% angled bolts through the kiosk mounting channel with no protrusions. The holding down arrangement shall be shown on the outdoor kiosk drawings.
- 8.2.8 A minimum of 5mm thick mild steel base channel shall be provided, to prevent bending during transportation, handling and installation.
- 8.2.9 Suitable lifting eyes designed to lift the kiosk with the ring main unit or BMU installed within shall be provided on the kiosk. The lifting eyes shall have a minimum diameter of 30 mm.

The lifting eyes and associated facilities shall be designed such that standard slings can be utilised without damage being caused to the kiosk, either by the tensioned slings or by the lifting eyes and associated facilities.
- 8.2.10 All external bolts shall be antitamper rounded stainless steel type.

8.3 **Doors**

- 8.3.1 The doors shall be watertight and vermin proof, and shall maintain the IP rating of the enclosure or compartment when in the closed position.
- 8.3.2 All doors shall be designed and constructed in such a way as to minimise the possibility of vandalism, and shall be flush mounted (ie. recessed and flush with the door frame) when in the closed position. Gaps between the door and the adjacent enclosure body shall be designed with the minimum mechanically acceptable clearances in order to prevent levering open of the door through the insertion of implements between the door and the enclosure.
- 8.3.3 The doors shall be provided with means to prevent over swing when opening and a strong and robust, rigid wind stay to secure the door in the open position at a minimum angle of 90°. It shall be possible to operate all equipment with the relevant door in the open stayed position.
- 8.3.4 The doors, when held in the open position using the wind stay, shall be capable of withstanding the wind pressure in accordance with SANS 62271-202.
- 8.3.5 All doors shall be fitted with neoprene, or equivalent to approval, gaskets to provide a tight and durable seal to prevent ingress of contaminants and moisture. Doors shall exert uniform pressure at all points on the gasket when the door is closed.
- 8.3.6 The door frame or door of each enclosure and compartment shall have suitable design provisions to ensure that water flowing off the top of the weatherproof kiosk flows away to the side of the enclosure frame and does not rest or pool against the door gasket or gain ingress past the gasket.
- 8.3.7 All doors shall have internal, concealed hinges so as to reduce vulnerability to vandalism. Door hinges shall be manufactured from stainless steel and shall be to the Engineer's approval, and shall be suitably reinforced and of sufficient strength to comply with the specified vandalism requirements.
- 8.3.8 Hinges shall be strong and robust and the hinges and their mountings shall be precise and shall not be subject to sag or alignment drift during transport or when the doors are opened and closed. The hinge design shall be suitable to ensure correct alignment of the doors, the locking mechanism and the Allen key bolt for the lifespan of the kiosks, in both single door and double door kiosks.
- 8.3.9 All doors shall be provided with a robust Barker Nelson 25 series (or equivalent to approval) three point locking mechanism with padlock facilities suitable for a padlock of shackle diameter 8 mm.
- 8.3.10 The three point locking mechanism for the outdoor BMU and outdoor SSEG BMU LV metering compartment and PSAC compartment doors shall have a stainless steel Perano 101-1109 (or equivalent to the Engineer's approval) padlockable swing handle. The swing handle shall be mounted such that it is in the horizontal position when closed, as detailed in Drawing SK 5191 Sheet 3 Rev 1.

- 8.3.11 The vertical rods of the three point locking mechanism shall be supported in four positions (two above and two below the central mechanism) in addition to the central mechanism so as to limit the opportunity for flexing of the rods under mechanical duress. These supports shall be positioned at the outer end of each rod and approximately 100 mm back from the end of the rod and approximately 100 mm apart. The inner support shall have a slotted hole to allow for necessary pivoting of the rod in the plane parallel to the door.
- 8.3.12 The locking mechanism vertical rods shall be stainless steel round bar of minimum diameter 10 mm.
- 8.3.13 In addition, all doors shall be fitted with a stainless steel Allen key bolt type locking system using an M12 bolt with a 10 mm Allen keyed head. The Allen key locking system when in the fully screwed-in position shall obstruct the Barker Nelson locking mechanism from being opened. The Allen bolt head shall either be flush with the door when screwed in or shall be protected by a suitable welded collar.
- 8.3.14 The degree of security of the doors, door locking mechanisms and door hinges shall be such that they withstand a force of 1000 N when any part of the door is subjected to a pull of such force applied in accordance with SANS 1029 or an equivalent force applied by a lever inserted between the door rim and the enclosure or frame. The door shall remain firmly closed under such test conditions.
- 8.3.15 Padlocks will be supplied by others.
- 8.3.16 All doors other than the LV metering compartment and PSAC compartment doors shall be provided with a lock protection facility fabricated from 3 mm 3CR12 stainless steel and as detailed in Drawing SK 5191 Sheet 2 Rev 2, or equivalent to approval.
- 8.3.17 The LV metering compartment and PSAC compartment door on outdoor BMUs and outdoor SSEG BMUs shall be provided with a lock protection facility as detailed in Drawing SK 5191 Sheet 3 Rev 1.
- 8.3.18 The lock protection facility shall be an integral part of the door and shall be affixed to the door by a continuous weld or by the use of a minimum of 6 x M8 bolts, permanently affixed to the inner flange of the lock protector box and secured on the inner side of the door with locking nuts..
- 8.3.19 The lock protection facility shall be designed to prevent the use of bolt cutters, levers or heavy implements to damage the padlock or locking mechanism, but shall provide good access to both the padlock and mechanism handle for normal operation.
- 8.3.20 The lock protection facility shall have an expanded mesh, or equivalent to approval, at the top designed such that the padlock shall be visible through the mesh. The mesh or drilled holes shall be at least 3 mm thick 3CR12 stainless steel.
- 8.3.21 The lock protection facility shall have a hole suitable for insertion of a 10 mm Allen key to permit unobstructed operation of the Allen key bolt.
- 8.3.22 The door handle shall be in the horizontal position when closed and padlocked so as to place the padlock as far as possible from the opening at the bottom of the lock protection facility.
- 8.3.23 Alternative tamper-proof locking mechanisms/systems may be offered and will be subject to approval of the Engineer.
- 8.3.24 A steel documentation pocket shall be provided on the inside of the kiosk door for the safekeeping of relevant A4 sized documents. The means of securing the pocket (eg pop rivets) shall not protrude through the door.

8.4 **Electrical Bonding**

- 8.4.1 The kiosk doors, and if applicable, all steel enclosure sections, shall be electrically bonded to the main steel enclosure by means of a tinned copper braid bonding conductor of minimum cross-sectional area 4 mm².
- 8.4.2 The main steel enclosure shall be electrically bonded to the ring main unit earth bar by means of

copper bonding conductor (i.e. tinned copper braid or PVC-insulated stranded copper cable) of minimum cross-sectional area 70 mm².

8.5 **Painting and Protection Against Corrosion**

- 8.5.1 Painting and corrosion protection of interior and exterior surfaces of the weatherproof kiosk shall comply with the requirements of SANS 780. The following additional requirements are to be complied with for exterior surfaces.
- 8.5.2 3CR12 steel shall be abrasive blasted and then passivated prior to painting.
- 8.5.3 The 3CR12 components shall be painted with an approved and appropriate primer and with two coats of an approved polyurethane based heat fused epoxy powder coating of Colour C12 (Avocado) to SANS 1091 in accordance with the requirements of SANS 780.
- 8.5.4 Suitable steps shall have been taken to ensure a satisfactory bond between the protected surfaces and the paint to prevent peeling.
- 8.5.5 The thickness of the paint including the primer shall not be less than 50 µm.
- 8.5.6 Alternative corrosion protection systems may be considered. Manufacturers shall submit their proposed corrosion protection specifications to the Engineer for approval.
- 8.5.7 All external nuts and bolts shall be manufactured from stainless steel. Care shall be taken to ensure that nuts and bolts are not over tightened such that the threads are damaged and the nuts and bolts cannot be loosened and/or retightened.

9 **SF6 GAS REPLENISHMENT AND / OR RECOVERY**

- 9.1 In accordance with SANS 1874 the supplier of SF6 ring main units is required to provide a service to recover and replenish SF6 gas.
- 9.2 It is a **mandatory** requirement of this specification and resulting contract(s) that the Contractor shall be responsible for the following with respect to the ring main units, extensible switchgear and outdoor BMUs of their original equipment manufacturer (OEM), utilising fully trained and accredited staff of the OEM or their duly accredited agent:
 - 9.2.1 The assessment of the cause of gas leaks on the OEM's equipment in City stores or in service, using calibrated SF6 gas sniffing equipment or other appropriate test equipment in accordance with established best practice. Units in service will be located at substations within the City's municipal area;
 - 9.2.2 The repair and topping up in stores, on site or at the OEM's or accredited agent's workshops of such leaks, where due to latent defects or covered by guarantee, at no cost to the City. Transport of the equipment from the City's stores to the OEM's or accredited agent's workshops and back is the responsibility of the contractor;
 - 9.2.3 The repair and topping up in stores or on site of such leaks that are not due to latent defects nor covered by guarantee, at the rates detailed in the Price Schedule (Section C4). Such rates should include for transport of OEM's or accredited agent's staff to the substation site, situated within the City's municipal area and in the overwhelming majority of cases within one hours drive from the City's Ndabeni Stores Complex.
 - 9.2.4 The safe recovery of the SF6 gas from the OEM's ring main units, extensible switchgear and outdoor BMUs located at the City's Ndabeni or Bloemhof Stores after recovery from service for scrapping, at the rates detailed in the Price Schedule (Section C4);
- 9.3 Where OEM ring main units, extensible switchgear and outdoor BMUs that have leaked are not repairable on site the equipment will be removed from service and transported to and from the OEM's or accredited agent's workshops by the City's staff. Repairs and gas replenishment and any parts required on such equipment will be quotation based.

- 9.4 Contractor facilities, staff and equipment for handling, recovery and disposal of SF6 gas shall carry out such work in accordance with the requirements laid out in NRS 087 and be certified accordingly.
- 9.5 The OEM's ring main units, extensible switchgear and outdoor BMUs that have been recovered from service and require removal of SF6 gas as detailed in 15.2.4 above will be located in a dedicated holding area at the City's store for this purpose. Tenderers shall provide detail in their tender of the space necessary for this purpose and the designation, type and power supply requirements of the mobile equipment to be used for the gas recovery.
- 9.6 The Contractor shall be responsible for the complete purging and the safe disposal and destruction of the SF6 gas by an accredited disposal authority in accordance with established best practice, and the rendering of the ring main unit, extensible switchgear and outdoor BMU environmentally suitable for scrapping with respect to the SF6 gas and any related byproducts or residues.
- 9.7 On completion of the purging of gas the Contractor shall provide a formal certificate from the accredited disposal authority identifying and certifying the ring main unit, extensible switchgear or outdoor BMU to be totally clear of SF6 gas and any related byproducts or residues and in suitable condition for scrapping.
- 9.8 The Contractor shall in addition provide an accredited disposal authority certificate of disposal certifying that the volume of SF6 gas recovered from the ring main unit, extensible switchgear and outdoor BMU has been destroyed in accordance with established best practice. Certificates of bulk SF6 gas disposal will be accepted provided that there is a clear inventory detailing the contribution of each ring main unit, extensible switchgear and outdoor BMU and all other sources to the total volume destroyed, and that all sources are clearly identified by serial number or other unique identifier.
- 9.9 The Tenderer shall provide full details with their tender of the SF6 gas recovery programme and detailed quality processes for site repair and topping up and for gas purging, disposal and certification for scrapping.

10 PACKING AND DELIVERY

- 10.1 The Contractor shall be responsible for the packing, loading, transport and off-loading of the Goods from the place of manufacture, whether this is at his own works or those of any supplier, to the Employer's Electricity Stores or to site and shall provide all labour, plant and material necessary for the offloading.
- 10.2 The method of packing shall provide adequate protection for transportation of the equipment contained within. The method of packing and precautions to be taken during transport shall be clearly marked on the appropriate drawings.
- 10.3 Any loose parts shall be boxed in substantial crates or containers to facilitate handling in a safe and secure manner. Each crate or container shall be marked clearly on the outside of the case to show the mass the crate is bearing and the correct position for the slings. Each crate or container shall also be marked with the notation of the part or parts contained therein, contract number and port of destination, and shall become the property of the Employer after delivery.
- 10.4 Loose parts and accessories forming part of each ring main unit, extensible switchgear panel or BMU or necessary for the assembly of such switchgear shall be dispatched and delivered with the switchgear. Payment will not be authorised per item until all relevant loose parts and accessories have been delivered. Such loose parts shall be crated or packaged such that all parts and fasteners necessary for each assembly are contained in a single container. The container shall be marked with the container number and a complete bill of materials and components contained there-in, together with the relevant part numbers and reference to the drawing number detailing assembly of such parts.

- 10.5 The packing lists, details of the number, size, marks, mass and contents of each package and drawings shall be despatched to the Engineer giving full and clear details of the contents of the packages and crates. Any special storage/handling requirements, shelf life limitations etc shall be clearly indicated. An electronic copy of the complete packing lists shall be provided to the Engineer immediately after the items are despatched.
- 10.6 Transit/storage bushing protection covers shall be fixed to the equipment to prevent damage to bushings.
- 10.7 Any damage due to defective or insufficient packing or that occurs during loading, transport or off-loading of the Goods shall be made good by the Contractor at his own expense and within reasonable time when called upon by the Employer to do so.
- 10.8 The Contractor shall inform himself fully as to all relevant transport facilities and requirements and loading gauges and ensure that the equipment as packed for transport complies with the South African highway regulations and/or conforms to the limitations of the transport facilities of Transnet Ltd. The Contractor shall also be responsible for verifying the adequacy of any cranes required for off-loading at the port of entry, at the Employer's Electricity Stores and at Site.
- 10.9 The Contractor shall take reasonable steps to prevent damage to any highways or bridges by his traffic and shall select routes, choose and use vehicles and restrict and distribute loads so that the risk of damage shall be limited as far as is reasonably possible. The Contractor shall immediately report to the Engineer any claims made against him arising out of alleged damage to a highway or bridge.
- 10.10 Access to the Stores is by road only.

11 DRAWINGS AND INFORMATION

11.1 Drawings

Tenderers must submit with their tenders the following drawings:

- 11.1.1 Dimensioned drawings indicating the general arrangement of the ring main units, extensible switchgear (complete with any necessary pedestals or raising bases), outdoor BMUs and weatherproof kiosks.
- 11.1.2 Dimensioned detail drawings for each ring main unit, extensible switchgear and outdoor BMU configuration showing all operating and cable test facilities, cable compartments, cable clamping, cable termination arrangements and clearances between bushings and from bushing centres to earth.
- 11.1.3 Drawings must show operating and cable test facilities fully dimensioned relative to the floor or ground level and the front of the unit, in the service configuration of the units as supplied complete with all necessary pedestals and raising bases.
- 11.1.4 Section drawings of each ring main unit and extensible switchgear type showing general details of construction and all principal components and dimensions, including internal arc overpressure relief provisions and energy paths for each main compartment.
- 11.1.5 Dimensioned detail drawings of the outdoor BMU and outdoor SSEG BMU LV Metering Compartment detailing fittings and layout.
- 11.1.6 Dimensioned detail drawings of the outdoor Recloser RMU and outdoor SSEG BMU PSAC compartment as offered with the particular design detailing fittings and layout.
- 11.1.7 Civil Engineering / Installation drawings for each indoor ring main unit and extensible switchgear type showing requirements for switchroom design and equipment positioning for indoor installation.
- 11.1.8 Dimensioned detail drawing of the weatherproof kiosks, their base frames, doors and lock protector facilities confirming compliance with the specified requirements.

- 11.1.9 Civil Engineering / Installation drawings for outdoor ring main units and BMUs that include dimensioned plan views detailing the base frame and cable entry for each RMU and BMU size and the relevant concrete plinth, detailing proper alignment of the design and the base frame with the plinth.
- 11.1.10 Section drawings for busbar couplings and / or external busbars showing an expanded view and an installed view and including details of provisions for voltage stress relief.
- 11.1.11 Full electrical schematic diagrams including details of electrical interlocks and protection schematics must be submitted by the successful Tenderer for formal approval before manufacture of the equipment is commenced.

11.2 **Instruction Books**

Copies, in English, of operating and maintenance instructions covering each type of equipment provided must be supplied by the Contractor before delivery, and these shall include full detailed drawings and detailed instructions for the installation and assembly of the switchgear and busbar couplings and / or external busbars. A copy shall also be provided in electronic (pdf). These shall include a comprehensive spare parts catalogue.

12 **PARTICULARS**

- 12.1 Tenderers shall submit with their tenders full particulars of the Goods offered and shall complete the Schedules attached hereto in full.
- 12.2 Tenderers shall detail actual particulars, parameters or dimensions specific to the Goods offered and shall not simply refer to other standards or specifications.
- 12.3 Sufficient technical data, diagrams, drawings and relevant information shall be submitted to enable the characteristics and merits of the Goods offered to be ascertained, including the design provisions to ensure that the units are fully weatherproof. Drawings complying with the requirements laid out above shall accompany the tender submission. Tenders where insufficient technical data, detailed drawings and relevant particulars are submitted to enable the characteristics and merits of the goods offered to be ascertained may be considered non-responsive.
- 12.4 The manufacturers and the places of manufacture, testing and inspection of the various portions of the Works shall be stated in the Schedules together with full details of the location and capabilities of their service / repair facility situated closest to Cape Town. No changes to these particulars will be permitted after contract award except under exceptional circumstances and with detailed motivation by the Contractor. Such changes shall be subject to the written agreement of the Engineer.
- 12.5 The manufacturer shall have adequate manufacturing plant, facilities and capacity to manufacture, test and deliver the anticipated goods volumes properly and expeditiously within the approved contract delivery period.
- 12.6 Tenderers who are not the Original Equipment Manufacturers (OEMs) of the Goods detailed in the Price Schedule shall provide a letter from the OEM of the relevant Goods verifying that they are an authorised reseller or distributor of that equipment (OEM Letter of Authority). Such Tenderers shall include details of their experience as authorised resellers or distributors of the Goods detailed in the Price Schedule as an annexure to Schedule 13. OEM Letters of Authority shall also be provided for any intermediate suppliers, verifying that they are an authorised reseller or distributor of the Goods and providing confirmation by the manufacturer of full compliance with the Specification, together with all detailed particulars and drawings listed above. The Letters of Authority shall also state that the tenderer (or supplier) is an authorized reseller or distributor for the duration of the contract.
- 12.7 Tenderers shall tender for a single manufacturer only per Goods item, either the Tenderer or a separate OEM as envisaged above. The Tenderer is required to commit to the single manufacturer per item for the full duration of the contract and is to provide the detailed particulars and drawings as listed above that are specific to that manufacturer.

- 12.8 A factory Quality Assurance Plan shall be provided detailing the programme of quality control and inspection activities which will be performed during manufacture in order to ensure that on completion the goods comply with the requirements of the specification.
- 12.9 Tenderers shall submit their Company Organogram, and in addition a Company Organogram for the OEM if the Tenderer is not the OEM. Organograms shall detail the structure of the Tenderer's and OEM's companies and the relationships between the tendering, manufacturing, technical support, quality assurance and administrative staff, departments, and duties within each company.
- 12.10 Information should be submitted detailing the quantity of similar ring main units, extensible switchgear and BMUs manufactured and supplied by the Tenderer and/or the OEM and in service in South Africa, as well as the details of existing users of the Goods tendered.
- 12.11 All returnable schedules forming a part of this specification shall be completed in full by Tenderers. Tenderers shall detail actual particulars, parameters or dimensions specific to the cable offered and shall not simply refer to this specification or other standards or specifications.
- 12.12 All apparatus should comply with this Specification. Any departures from the requirements of this Specification or non-compliance shall be stated by the Tenderer clause-by-clause in the schedules and may be accepted at the Engineer's discretion. Undisclosed non-compliance with requirements of the Specification shall result in the Contractor being bound to the requirements of the Specification.
- 12.13 No departure from the requirements of this Specification shall be implemented without the prior approval of the Engineer.
- 12.14 The Contractor shall be responsible for any discrepancies, errors or omissions in the particulars and guarantees, whether or not such particulars and guarantees have been approved by the Engineer.
- 12.15 All details given in this Specification and the drawings forming part of it have been carefully compiled but the onus is on the Tenderer to satisfy himself as to the accuracy thereof.
- 13 TRAINING**
- 13.1 Training shall be provided in Cape Town to enable the Employer's staff to install, maintain and operate the equipment offered.
- 13.2 All Tenderers offering any of Items A1 to A8, B1 to B14, C1, C2 and / or C3 are required to tender for the respective training and if pricing for training is not detailed it will be deemed to be included in the equipment pricing, as provided for in accordance with Clause 5.10 of the Pricing Instructions of the Price Schedule (Section C4).
- 13.3 The training course for the switchgear shall include, but not be limited to, the following:
- 13.3.1 Detailed overview of equipment
 - 13.3.2 Theory of operation
 - 13.3.3 Interlocks and Safety Features
 - 13.3.4 Installation and commissioning
 - 13.3.5 Preventative maintenance
 - 13.3.6 Maintenance manual review
 - 13.3.7 Testing, troubleshooting and configuration
 - 13.3.8 Repairs
 - 13.3.9 Practical Demonstration
- 13.4 The training details submitted with the Tender shall include a description of the contents and duration of the course and the prerequisites, if any, required of course participants. The outlines shall be in sufficient detail to evaluate the course material.
- 13.5 The training instructors shall be South African based staff members of the OEM or their Agent and shall have been certified by the OEM as training instructors in the particular equipment offered.

- 13.6 The instructors shall have a complete and thorough knowledge of the equipment and course materials and shall have proven prior experience in conducting the specified training.
- 13.7 As the training may need to be conducted on more than one occasion during the contract period the training interventions shall neither require nor be priced to be conducted by overseas equipment specialists. Training interventions that appear excessively priced will be tested for reasonableness in accordance with the provisions of the Conditions of Tender and these items (and the associated RMU, BMU and Switchgear items) will not be awarded without full and acceptable justification and detailed breakdown of costing by the Tenderer.
- 13.8 Each course participant shall receive a copy of the training manuals and other pertinent materials with all changes and revisions to manuals and other documentation used during the training courses.
- 13.9 All training will be undertaken at the Employer's premises.
- 13.10 The training course shall be given to classes of maximum size of 20 individuals and the training course per class shall be conducted and completed over a single, full day.
- 13.11 Full training interventions shall cover five separate classes and be completed in a single week of five working days (Monday to Friday), with a maximum expected attendance of 100 individuals.
- 13.12 On completion of the training each candidate shall be provided with certification of attendance of the course, with copies of the certification being provided to the Employer.
- 13.13 The price for each training intervention shall cover the complete training and include all preparation, travelling, accommodations and incidental costs including all course materials. The price tendered in the Pricing Schedule shall be for the full training intervention (ie. One week (five working days) encompassing five repeats in succession of the single day course). The training price is not a price per person nor a price per day.

14 TESTS AND INSPECTIONS

14.1 Inspections

- 14.1.1 During manufacture and prior to despatch the equipment may be inspected by the Engineer or his duly appointed representative who will call for such tests as he may consider necessary. To this end, the Engineer or his representative shall, during normal working hours, be given all reasonable access and facilities for the carrying out of his duties and shall have the right of entry into the factory of the manufacturer and the factory of any sub-contractor to the manufacturer, where work in accordance with this specification may be in progress.
- 14.1.2 Before the despatch of any equipment from the factory of manufacture it shall have been inspected by the Engineer or his duly appointed representative and an Acceptance Certificate shall have been issued. The manufacturer shall notify the Engineer at least one week in advance of the proposed dates for final inspections, and units shall be fully completed prior to the day of the final inspection.

14.2 Type Tests

- 14.2.1 The ring main units, extensible switchgear and outdoor BMUs, complete with any pedestals, raising bases, current transformers, voltage transformers, Protection relays, weatherproof kiosks and other equipment necessary to comply with the requirements of this specification shall have passed the type tests as are laid down in SANS 1874, SANS 62271-200, SANS 62271-202, SANS 61869-2, SANS 61869-3, IEC 60255 and NRS 099.
- 14.2.2 The tests shall have been conducted by an accredited independent test laboratory and approved by the Engineer. The testing laboratory shall be accredited by a national accreditation body that is a member of the International Laboratory Accreditation Cooperation. Type tests for extensible switch panels shall include certification for an assembled switchboard including the busbar couplings or external busbars.

- 14.2.3 The Tenderer shall submit with his tender a Schedule of Type Tests detailing all completed type tests applicable to each item tendered, as specified. The schedule shall detail the full description of the item tested, the test authority, the type test certificate numbers, the applicable standard and the specific tests covered by the certificate. Type tests not detailed on the schedule will be deemed not to have been completed.
- 14.2.4 The Tenderer shall submit copies of the cover sheets, the tested equipment detail pages and the results summaries for the type test certificates detailed in the Type Tests Schedule, as well as certificates of rating.
- 14.2.5 Tenderers shall not submit the full type test certificates but only the relevant pages detailed above. The full type test certificates shall be made available to the Engineer for review on request.
- 14.2.6 Only identical units to those successfully type tested will be acceptable. Non-applicable type test certificates should not be submitted. Tenderers shall submit copies of complete detailed drawings of internal connections and facilities as type tested.
- 14.3 **Routine Tests**
- 14.3.1 Routine tests as specified in SANS 1874, SANS 62271-200, SANS 62271-202, SANS 61869-2, SANS 61869-3, IEC 60255, NRS 099 and other applicable standards shall be carried out on all ring main units, extensible switchgear, outdoor BMUs, protection relays, current transformers, voltage transformers and other equipment prior to dispatch, and shall be witnessed by the Engineer or his duly appointed representative unless specifically waived by the Engineer.
- 14.3.2 Such tests shall include routine partial discharge testing on all MV bushings, current transformers and voltage transformers.
- 14.3.3 Routine accuracy tests on metering current transformers and voltage transformers shall be carried out by an accredited test laboratory.
- 14.3.4 In addition to the requirements specified above, the following routine tests should be carried out by the manufacturer on the protection equipment before unit dispatch:
- 14.3.4.1 CT polarity, ratio and magnetisation curve tests.
- 14.3.4.2 OCEF Secondary injection testing of the relay at 1x (to verify pick-up, I_s), 2x, 5x, 10x (to verify definite time Hiset setting, $I_s \gg$) setting for OC and EF. Alternatively, these secondary injection tests can be replaced by primary OCEF injection tests at 1x (pick-up), 2x, 5x, 10x (Hiset) setting for OC and EF, with the circuit breaker closed.
- 14.3.4.3 Verification that the OCEF relay trips the circuit breaker.
- 14.3.4.4 Protection relays are to be configured and tested in accordance with the generic settings below (or next closest achievable settings):
- | | |
|---------------------------------|--|
| OC pickup ($I>$) | 240A (or closest lower available setting eg. 220A) |
| OC IDMT curve | NI |
| OC time multiplier | 0,1 |
| OC definite setting ($I>>$) | 10 x $I>$ (or closest if 10 x not possible) |
| OC definite time | 0 ms (Instantaneous or lowest available setting) |
| EF pickup ($I_o>$) | 60A (or closest higher available setting eg. 50A) |
| EF IDMT curve | NI |
| EF time multiplier | 0,1 |
| EF definite setting ($I_o>>$) | 10 x $I_o>$ (or closest if 10 x not possible) |
| EF definite time | 0 ms (Instantaneous or lowest available setting) |
- 14.3.4.5 Copies of the test results are to be furnished with each panel.
- 14.3.5 Certificates giving the full results of all tests made on the equipment shall be submitted to the Engineer in electronic (pdf) format by the Contractor for approval prior to or at the time of delivery of the equipment. All routine test certification shall be dated and signed by the manufacturer's test

engineer. Equipment will not be formally accepted until such time as full routine test certification has been submitted and approved.

- 14.3.6 In addition, all routine test certification shall be submitted electronically (in pdf format) to the Engineer prior to delivery of the equipment, for the Employer's records.

15 QUANTITIES

- 15.1 Tenderers should note that the quantities on the Price Schedule are anticipated quantities only for the purpose of indicating approximate usage levels. The Employer will order only those quantities that are actually required from time to time and may not order any quantity at all depending on project and customer demand.

16 DELIVERY PERIOD

- 16.1 The specified delivery period per item is detailed in the Price Schedule.
- 16.2 Tenderers shall detail in the space provided in the Price Schedule the tendered delivery period per item. Tendered delivery periods that exceed the specified delivery period will be to the approval of the Engineer.
- 16.3 Tendered delivery periods that are considered by the Engineer to be excessive and that would have an adverse effect on the Employer's material stock planning and project execution may result in the Tender being deemed non-responsive.
- 16.4 The contracted delivery period shall be the specified delivery period or an alternative tendered delivery period that has been considered and formally approved by the Engineer at the time of tender award.
- 16.5 The Contractor shall deliver Goods ordered from time to time in accordance with this tender within the contracted delivery period unless specifically approved to the contrary by the Engineer.
- 16.6 The Contractor shall on placement of new purchase orders by the Employer prepare a detailed delivery schedule that accords with the contracted delivery period and submit this to the Engineer within 5 working days of the placement of the orders.
- 16.7 In cases where large quantities of Goods are ordered simultaneously staggered deliveries that extend beyond the contracted delivery period will be considered provided that the delivery schedule has been formally approved by the Engineer.
- 16.8 Contract deliveries that exceed the contracted delivery period and for which the extended delivery period has not been formally approved by the Engineer will be subject to penalties in accordance with the Special Conditions of Contract.

17 CONTRACT AWARD

17.1 Main and Alternative Contractors

- 17.1.1 The CCT intends to appoint two tenderers per Item the highest ranked tenderer "the Main Contractor" and in addition an "Alternative Contractor", where possible offering goods from an alternative manufacturer) for the allocation of work. If insufficient responsive bids are received, the CCT reserves the right to appoint fewer tenderers, or not to appoint any tenderers at all.
- 17.1.2 Purchase Orders will in the first instance be placed by the Employer with the Main Contractor.
- 17.1.3 Should the Main Contractor not be able to meet the contractual commitments relating to a particular order or orders, either in terms of delivery performance or of compliance with the requirements of the specification, the Contractor shall advise the Employer within 5 working days of receipt of the order(s). The purchase order(s) will thereafter be cancelled and orders placed with the Alternative Contractor.

- 17.1.4 Should the Main Contractor continually fail to meet the contractual commitments the Employer reserves the right to initiate the Default process, during which the Contractor will be afforded an opportunity to address in consultation with the Employer his contract performance and failure to meet the contractual commitments.
- 17.1.5 During the course of any such Default process the Employer reserves the right to place orders with the Alternative Contractor instead of the Main Contractor and shall retain this right until such time as the Main Contractor has either corrected the non-compliance with the contractual commitments or has provided a proposal to correct the non-compliance with the contractual commitments that is to the satisfaction of the Employer.
- 17.1.6 In the event that the Main Contractor is formally placed in Default in terms of the specification the contract shall be placed with the Alternative Contractor for the balance of the contract period.

17.2 **Continuity of Equipment and Suppliers / Manufacturers**

- 17.2.1 Contract award will be based, inter alia, upon the technical information supplied with the successful Tenderer's or Tenderers' submissions, and no changes in the equipment tendered or in the equipment Supplier(s) / Manufacturer(s) will be permitted during the validity period of the contract. Changes sought by the Contractor due to exceptional circumstances should be requested formally by the Contractor and will be subject to the prior formal approval of the Engineer.

18 **HEALTH AND SAFETY PLAN**

- 18.1 The successful Tenderer(s) will be responsible for the safe loading, transport, delivery and off-loading of the goods strictly in accordance with the requirements of the Occupational Health and Safety Act and all other relevant legislation. To this end the successful Tenderer(s) shall provide a detailed Health and Safety Plan to the City within two weeks of commencement of contract detailing the specific provisions put in place to ensure compliance in this regard.

19 **TRADE NAMES OR PROPRIETARY PRODUCTS**

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

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

20 **EMPLOYMENT OF SECURITY PERSONNEL**

All security staff employed by the supplier on behalf of the CCT or at any CCT property must be registered with Private Security Industry Regulatory Authority (PSiRA). Proof of such registration must be made available to the CCT's agent upon request.

21 **FORMS FOR CONTRACT ADMINISTRATION**

The supplier shall complete, sign and submit with each invoice, the following:

- a) Monthly Project Labour Report (**Annex 3**).
- b) B-BBEE Sub-Contract Expenditure Report (**Annex 4**).

c) Joint Venture Expenditure Report (**Annex 5**).

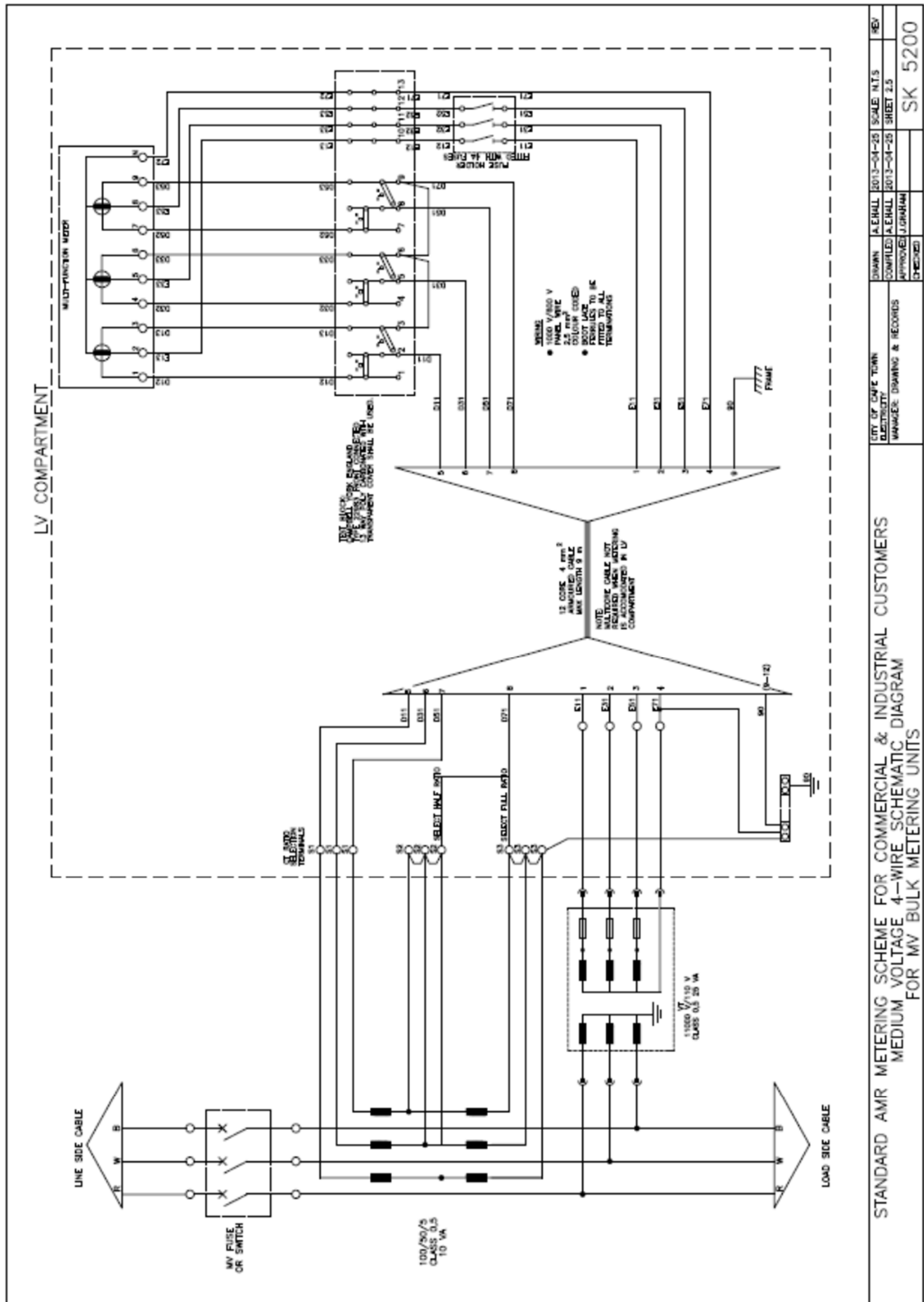
The Monthly Project Labour Report must include details of all labour (including that of sub-contractors) that are South African citizens earning less than R350.00 per day, as adjusted from time to time (excluding any benefits), who are employed on a temporary or contract basis on this contract in the month in question.

In addition to the Monthly Project Labour Report the Supplier shall simultaneously furnish the CCT's Agent with copies of the employment contracts entered into with such labour, together with certified copies of identification documents as well as evidence of payments to such labour in the form of copies of payslips or payroll runs. If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it and proof of such acknowledgement shall be furnished to the CCT's Agent.

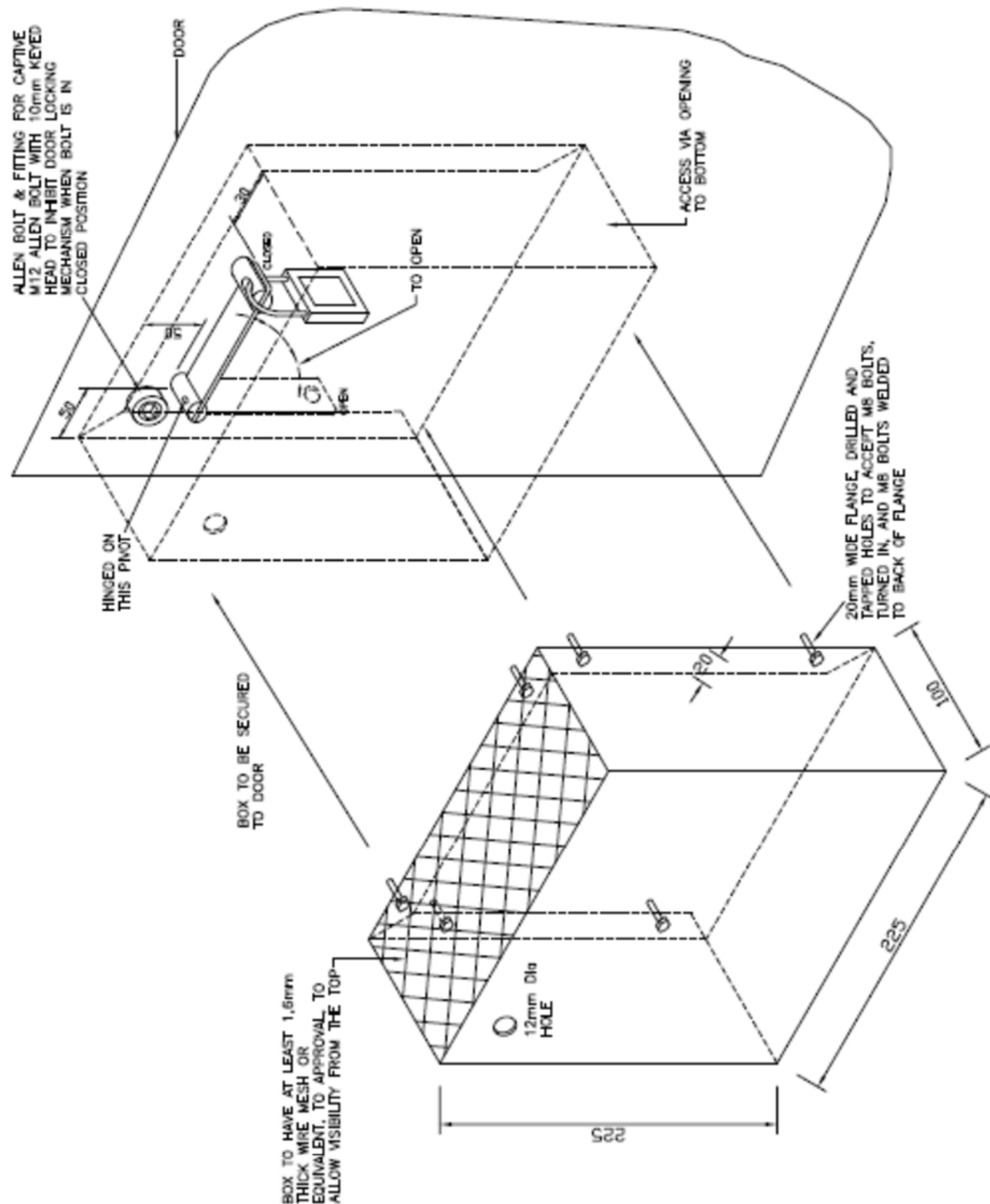
The Monthly Project Labour Reports shall be completed and submitted in accordance with the instructions therein.

The **B-BBEE Sub-Contract Expenditure Report** is required for monitoring the supplier's compliance with the sub-contracting conditions of the **Preference Schedule**.

The Joint Venture Expenditure Report is required for monitoring the joint venture's/consortium/partnership compliance with the percentage contributions of the partners as tendered, where the joint venture/consortium/partnership has been awarded preference points in respect of its consolidated B-BBEE scorecard.







MATERIAL:-
4mm THICK 3CR12 STAINLESS STEEL

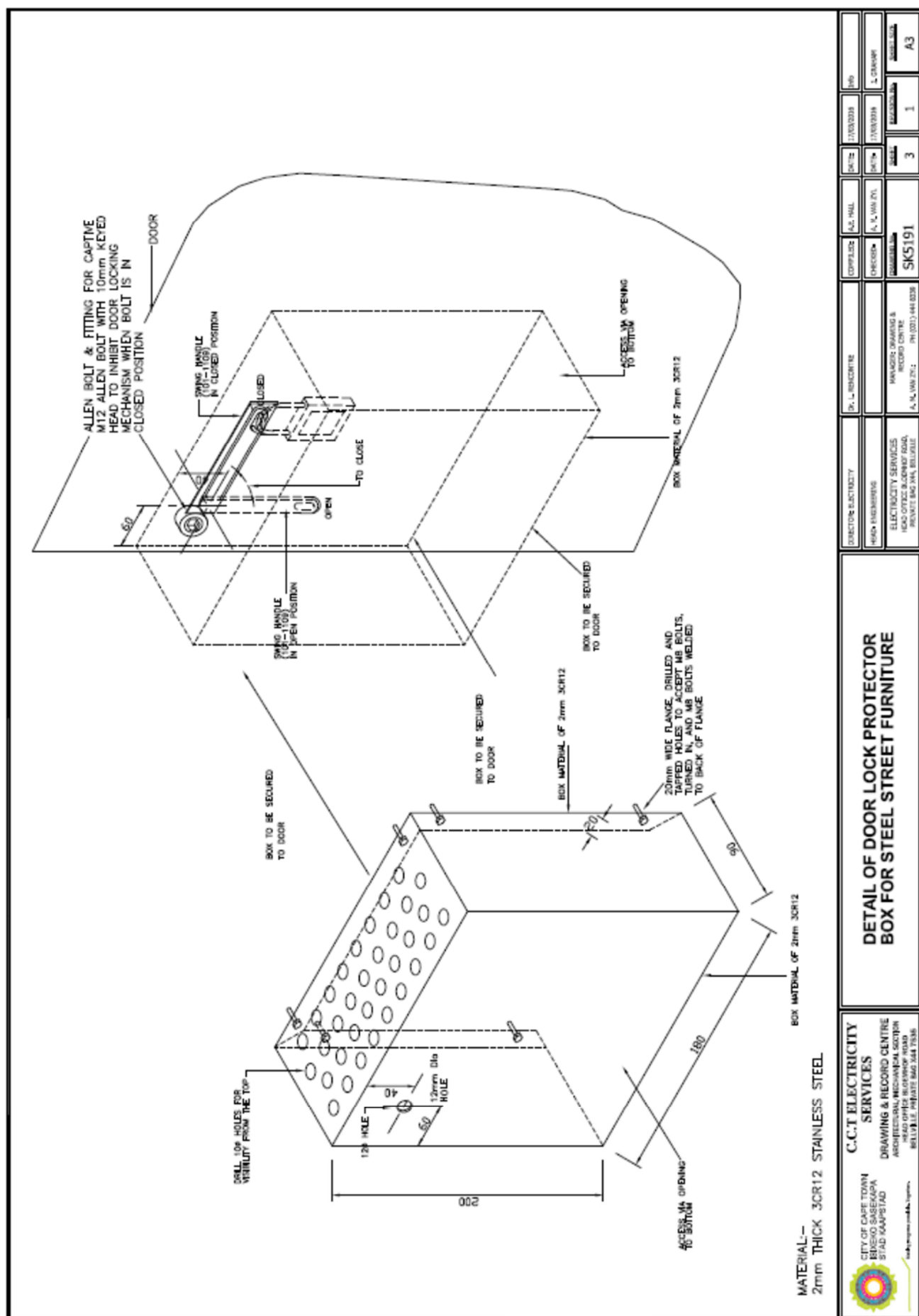
**C.C.T. ELECTRICITY
SERVICES**
DRAWING & RECORD CENTRE
ARCHITECTURAL MECHANICAL SECTION
HEAD OFFICE BELLEVUE ROAD
BELLEVUE PHOENIX BAG X44 T 346



CITY OF CAPE TOWN
EDENBURGH
STAD KAAPSTAD

DETAIL OF DOOR LOCK PROTECTION

[illegible]



C.6 SPECIAL CONDITIONS OF CONTRACT

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

1. Definitions

Insert new clause 1.1A with the following:

- 1.1A “Commencement Date” means the date the Supplier confirms receipt from the Purchaser of 1 (one) complete, signed copy of the Contract, including the *Schedule of Deviations* (if any), or the date of the expiry date of the previous Contract date:
- 1.1B “Conditions of Contract” means the general conditions of contract and special conditions of contract including all other contract data incorporated by reference.

Delete Clause 1.15 and substitute with the following

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

Delete Clause 1.19 and substitute with the following

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

Delete Clause 1.21 and substitute with the following:

- 1.21 ‘Purchaser’ means the City of Cape Town. The address of the Purchaser is **12 Hertzog Boulevard, Cape Town, 8001** (chosen domicilium citandi et executandi).

Add the following after Clause 1.25:

- 1.26 ‘Supplier’ means the provider of Goods and / or Services with whom the Contract is concluded also referred to as “contractor” in the GCC.
- 1.27 "Intellectual Property" means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, copyright and rights in the nature of copyright, design rights, rights in databases, know-how, trade secrets and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites
- 1.28 “Working Day” means Monday to Friday excluding weekends and Public Holidays (in the Republic of Sotuh Africa).

3. General Obligations

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

- 3.2 The Parties will be liable to each other arising out of or in connection with any breach of the obligations detailed or implied in this contract, subject to clause 28.
- 3.3 If the Supplier is a joint venture, all parties in a joint venture or consortium shall be jointly and severally

liable to the Purchaser in terms of the Contract and shall carry individually the minimum levels of insurance stated in the Contract, if any.

- 3.4 The Parties shall comply with all laws, regulations and bylaws of local or other authorities having jurisdiction regarding the Delivery of the Goods and/or Services and give all notices and pay all charges required by such authorities.
- 3.4.1 The Parties agree that this Contract shall also be subject to the CCT's Supply Chain Management Policy ("SCM Policy") that was applicable on the date the bid was advertised as amended from time to time. **If the Purchaser adopts a new SCM Policy which contemplates that any clause therein would apply to the Contract emanating from this tender, such clause shall also be applicable to the Contract.** Please refer to this document contained on the CCT's website.
- 3.4.2 Abuse of the supply chain management system is not permitted and may result in termination of the Contract, restriction of the Supplier, and/or the exercise by the CCT of any other remedies available to it as described in the SCM Policy or in law.
- 3.5 The **Supplier** shall:
- 3.5.1 Arrange for the documents listed below to be provided to the Purchaser prior to the issuing of the Purchase Order by the Purchaser and no later than the periods as set out in the Contract:
- a) Proof of Insurance (Refer to Clause 11) or Insurance Broker's Warrantee,
 - b) Letter of good standing from the Compensation Commissioner, or a licensed compensation insurer (Refer to Clause 11),
 - c) Initial delivery programme, and
 - d) Other requirements as detailed in the Contract.
- 3.5.2 Only when notified of the acceptance of the bid on the Date of Commencement of Contract, the Supplier shall commence with and carry out the Delivery of the Goods and/or Services in accordance with the Contract, to the satisfaction, of the Purchaser.
- 3.5.3 Provide all of the necessary materials, labour, plant and equipment required for the delivery of the Goods and/or Services including any temporary services that may be required.
- 3.5.4 Insure his workmen and employees against death or injury arising out of the delivery of the Goods.
- 3.5.5 Be continuously represented during the Delivery of the Goods and/or Services by a competent representative duly authorised to execute instructions.
- 3.5.6 In the event of a loss resulting in a claim against the insurance policies stated in clause 11, pay the first amount (excess) as required by the insurance policy.
- 3.5.7 Comply with all written instructions from the Purchaser subject to clause 18.
- 3.5.8 Complete and Deliver the goods within the period stated in clause 10, or any extensions thereof in terms of clause 21.
- 3.5.9 Make good at his own expense, all incomplete and defective Goods during the warranty period.
- 3.5.10 Pay to the Purchaser any penalty for delay as due on demand by the Purchaser. The Supplier hereby consents to such amounts being deducted from any payment due to the Supplier.
- 3.5.11 **Comply with the provisions of the OHSA Act and all relevant regulations.**
- 3.5.12 Comply with all laws relating to wages and conditions generally governing the employment of labour in the Cape Town area and any applicable Bargaining Council agreements.
- 3.5.13 Deliver the Goods in accordance with the Contract and with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.
- 3.6 The **Purchaser** shall:

- 3.6.1 Issue Purchaser Orders for the Goods and/or Services required under this Contract. No liability for payment will ensue for arising out of the Delivery of the Goods and/or Services, unless a Purchase Order has been issued to the Supplier.
- 3.6.2 Make payment to the Supplier for the Goods and/or Services as set out herein.
- 3.6.3 Take possession of the Goods and /or Services upon Delivery by the Supplier.
- 3.6.4 Regularly inspect the Goods to establish that it is being delivered in compliance with the Contract.
- 3.6.5 Give any instructions and/or explanations and/or variations to the Supplier including any relevant advice to assist the Supplier to understand the Contract.
- 3.6.6 Grant or refuse any extension of time requested by the Supplier of the period stated in clause 10.
- 3.6.7 Inspect the Goods and/or Services to determine if, in the opinion of the Purchaser, it has been delivered in compliance with the Contract, alternatively in such a state that it can be properly used for the purpose for which it was intended.
- 3.6.8 Brief the Supplier and issue all documents, information, etc. in accordance with the contract.

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

Add the following after clause 5.4:

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

The ownership of data and factual information collected by the Supplier and paid for by the Purchaser shall, after payment, vest with the Purchaser.

- 5.6 **Publicity and publication**
The Supplier shall not release public or media statements or publish material related to the services or agreement within two (2) years of Delivery of the Goods, without the written approval of the Purchaser, which approval shall not be unreasonably withheld.
- 5.7 **Confidentiality**
Both Parties shall keep all information obtained by them in the context of the agreement, confidential and shall not divulge it without the written approval of the other Party.
- 5.8 **Intellectual Property**
 - 5.8.1 The Supplier acknowledges that it shall not acquire any right, title or interest in or to the Intellectual Property of the Purchaser.
 - 5.8.2 The Supplier hereby assigns to the Purchaser, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the agreement, unless the Parties expressly agree otherwise in writing.
 - 5.8.3 The Supplier shall, and warrants that it shall:
 - 5.8.3.1 Not be entitled to use the Purchaser's Intellectual Property for any purpose other than as contemplated in the agreement;

- 5.8.3.2 not modify, add to, change or alter the Purchaser's Intellectual Property, or any information or data related thereto, nor may the Supplier produce any product as a result of, including and/or arising from any such information, data and Intellectual Property, and in the event that it does produce any such product, the product shall be, and be deemed in law to be, owned by the Purchaser;
- 5.8.3.3 Not apply for or obtain registration of any domain name, trademark or design which is similar to any Intellectual Property of the Purchaser;
- 5.8.3.4 Comply with all reasonable directions or instructions given to it by the Purchaser in relation to the form and manner of use of the CCT Intellectual Property, including without limitation, any brand guidelines which the Purchaser may provide to the Supplier from time to time;
- 5.8.3.5 Ensure that its employees, directors, members and contractors comply strictly with the provisions of this Clause 5.8.4 above unless the Purchaser expressly agrees to the contrary, in writing and only after obtaining due internal authority for such agreement.
- 5.8.4 The Supplier represents and warrants to the Purchaser that, in providing Goods and/or Services for the duration of the agreement it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Purchaser from any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the Supplier of any third party's Intellectual Property rights.
- 5.8.5 Upon expiry of the contract period and in the event that the Contract is terminated, ended or is declared void, any and all of the Purchaser's Intellectual Property, and any and all information and data related thereto, shall be immediately handed over to the Purchaser by the Supplier and no copies thereof shall be retained by the Supplier unless the Purchaser expressly and in writing, after obtaining due internal authority, agrees otherwise.

Add the following after clause 5.8:

5.9 Protection of Personal Information Act of 2013

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

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

- 5.9.6 that, under POPIA, the tenderer may request to access, confirm, request the correction, destruction, or deletion of, or request a description of, personal information held by the City of Cape Town in relation to you, subject to applicable law; and

that under POPIA, subject to applicable law, the tenderer also has the right to be notified of a personal information breach and the right to object to, or restrict, the City of Cape Town's processing of its personal information.

5.10 **PERFORMANCE MONITORING**

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

7. Performance Security

Not Applicable. Tenderers must disregard the **Pro Forma Performance Security/ Guarantee** and are not required to furnish same.

8. Inspections, tests and analyses

Delete Clause 8.2 and substitute with the following:

- 8.2 If it is a bid condition that Goods and/or Services 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 Supplier shall be open, at all reasonable hours, for inspection by a representative of the Purchaser or an organisation acting on behalf of the Purchaser.

10. Delivery and documents

Delete clauses 10.1 and 10.2 and replace with the following:

- 10.1 Delivery of the goods shall be made by the Supplier in accordance with the terms specified in the contract. The time for Delivery of the goods shall be the date as stated on the Purchase Order. In the case of agreements for Delivery of goods in terms of framework or panel agreements, Purchase Orders for the supply and delivery of goods may be raised up until the expiry of a framework or panel agreement, provided that the goods can be delivered within 30 (thirty) days of expiry of the framework or panel agreement. In this context, the "goods" does not include services and carries its ordinary meaning. All Purchase Orders other than for the supply and Delivery of goods (i.e. supply of services, professional services or constructions works), must be completed prior to the expiry of the contract period.
- 10.2 The Purchaser shall determine, in its sole discretion, whether the Goods and/or Services have been delivered in compliance with the Contract, alternatively in such a state that it can be properly used for the purpose for which it was intended. When the Purchaser determines that the Goods and/or Services have been satisfactorily delivered, the Purchaser must issue an appropriate certification, or written approval, to that effect. Invoicing may only occur, and must be dated, on or after the date of such written acceptance of the Goods.

11. Insurance

Add the following after clause 11.1:

- 11.2 Without limiting the obligations of the Supplier in terms of this Contract, the Supplier shall effect and maintain the following additional insurances:
- 11.2.1 Public liability insurances, in the name of the Supplier, covering the Supplier and the Purchaser against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract, in an amount not less than **R20 million** for any single claim;
- 11.2.2 Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the Supplier,

comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity;

11.2.3 Registration / insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the Supplier's broker or the insurance company itself (see the Pro Forma Insurance Broker's Warranty).

11.2.4 Not Applicable

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

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

15. Warranty

Add to Clause 15.2:

15.2 The warranty for this Contract shall remain valid for **twelve (12) months** from date of Delivery of the Goods and/or Services.

16. Payment

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

16.1 Payment of invoices will be made:

16.1.1 Within 30 (thirty) days of receiving the relevant invoice or statement from the Supplier, unless otherwise prescribed for certain categories of expenditure or specific contractual requirements in accordance with any other applicable policies of the Purchaser.

16.1.2 Notwithstanding anything contained above, the Purchaser shall not be liable for payment of any invoice that pre-dates the date of delivery of any Goods and/or Services.

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

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

Add the following after clause 16.4

16.5 Notwithstanding any amount stated on the Purchase Order, the Supplier shall only be entitled to payment for Goods and/or Services actually delivered in terms of the Specification and Drawings, or any variations thereof made in accordance with clause 18. Any contingency sum included shall be for the sole use, and at the discretion, of the Purchaser.

16.6 The Purchaser will only make advanced payments to the Supplier in strict compliance with the terms and conditions as contained in the Pro forma Advanced Payment Guarantee and only once the authenticity of such guarantee has been verified by the Purchaser's Treasury Department.

17. Prices

17.1 The prices for the goods and/or Services delivered and services performed shall be subject to contract price adjustment in terms of Schedule F.1 Contract Price Adjustment and/or Rate of Exchange Variations.

18. Contract Amendments and Variations

- 18.1 Variations means changes to the Goods and/or Services, extension of the contract period or increases in the value of the Contract as a result of written instructions issued by the Purchaser to the Supplier. Such changes are subject to prior approval by the Purchaser's delegated authority. Should the Supplier deliver any Goods not described in a written instruction from the Purchaser, the Purchaser's liability for payment shall not arise until such time as the change has been duly approved and such approval communicated to the Purchaser.

20. Subcontracts

Add the following after clause 20.1:

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

21. Delays in the supplier's performance

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

- 21.2 If at any time during the performance of obligations contained in the Contract the Supplier or its subcontractors should encounter conditions beyond their reasonable control which impede the timely delivery of the Goods and/or Services, the Supplier shall notify the Purchaser in writing, within 7 (seven) days of first having become aware of these conditions, of the facts of the delay, its cause(s) and its probable duration. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation, and may at his discretion extend the time for Delivery.

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

The Purchaser shall notify the Supplier in writing of his decision(s) in the above regard.

- 21.3 No provision in this Contract shall be deemed to prohibit the obtaining of Goods and/or Services from a national department, provincial department, or a local authority.

22. Penalties

Delete clause 22.1 and replace with the following:

- 22.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods and/or Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from amounts payable, as a penalty, a sum as stated herein for each day of the delay until actual Delivery or performance.

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

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

23. Termination for default

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

23. Termination

Add the following to the end of clause 23.1:

If the Supplier fails to remedy the breach in terms of such notice.

Add the following after clause 23.7:

23.8 In addition to the grounds for termination due to default by the Supplier, the Contract may also be terminated:

23.8.1 Upon the death of the Supplier who was a Sole Proprietor, or a sole member of a Close Corporation, in which case the contract will terminate forthwith.

23.8.2 If the Parties, by mutual agreement, terminate the Contract.

23.8.3 If a material irregularity vitiates the procurement process leading to the conclusion of the Contract, rendering the procurement process and the conclusion of the resulting Contract unfair, inequitable, non-transparent, uncompetitive or not cost-effective the Contract may be terminated by the Purchaser (upon conclusion of applicable processes by the City Manager as described in the Purchaser's SCM Policy).

23.8.4 Reputational risk or harm to the Purchaser

The Purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, may terminate the contract if the implementation of the contract may result in reputational risk or harm to the Purchaser as a result of (inter alia):

- a) reports of poor governance and/or unethical behaviour;
- b) association with known notorious individuals and family of notorious individuals;
- c) poor performance issues, known to the Purchaser
- d) negative social media reports;
- e) adverse assurance (e.g. due diligence) report outcomes; or
- f) circumstances where the relevant vendor has employed, or is directed by, anyone who was previously employed in the service of the state (as defined in clause 1.53), where the person is or was negatively implicated in any SCM irregularity.

By or in relation to the Supplier, the Contract may be terminated by the Purchaser after providing notice to the Supplier.

23.9 If the Contract is terminated in terms of clause 23.8, all obligations that were due and enforceable prior to the date of the termination, must be performed by the relevant Party.

26. Termination for insolvency

Delete clause 26.1 and replace with the following:

26.1 In the event of the Supplier becoming bankrupt or otherwise insolvent the Purchaser may elect to:

26.1.1 At any time, terminate the Contract by giving written notice to the Supplier; or

26.1.2 Accept a Supplier's proposal (via the liquidator) to render delivery utilising the appropriate contractual mechanisms or takes steps to ensure its rights are protected and any negative impact on service delivery is mitigated.

26.2 In the event of the Purchaser electing to cancel the Contract in accordance with clause 26.1.1 above, the Purchaser shall make payment of all verified and signed off invoices. In the event of there being any dispute in respect of any outstanding invoices such dispute shall be dealt with in accordance with the dispute resolution mechanism in the Contract.

27. Settlement of Disputes

Amend clause 27.1 as follows:

- 27.1 If any dispute or difference of any kind whatsoever, with the exception of termination in terms of clause 23 arises between the Purchaser and the Supplier in connection with or arising out of the Contract, the Parties shall make every effort to resolve such dispute or difference amicably, by mutual consultation.

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

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

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

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

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

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

28. Limitation of Liability

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

- (a) notwithstanding any provision to the contrary contained in this contract, neither the supplier nor any of its officers, directors, employees, agents contractors, consultants or other representatives shall be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect, incidental, special or consequential loss or damage of any kind, including without limitation the loss of use, loss of production, or loss of profits or interest costs, loss of goodwill, lost or damaged data or software, costs of substitute products/services and/or loss of business or business opportunities (whether foreseeable or unforeseeable), provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser;
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the sums insured in terms of clause 11 in respect of insurable events, or where no such amounts are stated, to an amount equal to twice the Contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

Add the following after clause 28.1:

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

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

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

- 28.3 The Supplier and/or its employees, agents, concessionaires, suppliers, sub-contractors or customers

shall not have any claim of any nature against the purchaser for any loss, damage, injury or death which any of them may directly or indirectly suffer, whether or not such loss, damages, injury or death is caused through negligence of the Purchaser or its agents or employees.

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

31. Notices

Delete clauses 31.1 and 31.2 and replace with the following:

- 31.1 Any notice, request, consent, approvals or other communications made between the Parties pursuant to the Contract shall be in writing and forwarded to the addresses specified in the Contract and may be given as set out hereunder and shall be deemed to have been received when:
- a) hand delivered – on the day delivery of delivery or the next Working Day,
 - b) sent by registered mail – five (5) Working Days after mailing,
 - c) sent by email or telefax – one (1) Working Day after transmission.

32. Taxes and Duties

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

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

Add the following after clause 32.3:

32.4 The VAT registration number of the CCT is 4500193497.

ADDITIONAL CONDITIONS OF CONTRACT

Add the following Clause after Clause 34:

35. Reporting Obligations

35.1 The Supplier shall complete, sign and submit with each delivery note, all the documents as required in the Specifications including Monthly Project Labour Reports (Annexure B). Any failure in this regard may result in a delay in the processing of payments.

Protection of personal information

37.1 The supplier acknowledges that it will be processing personal information as defined in the Protection of Personal Information Act No. 4 of 2013 relating to City customers, on behalf of the City. Accordingly, it undertakes to ensure compliance with the Act in respect of its processing activities. In particular, it undertakes to keep such information confidential and not to disclose it unless required by law or in the course of the proper performance of its duties. Furthermore, it undertakes to maintain security measures as envisaged in Sections 19 and 21 of the Act. The requirements of this apply to all agents and subcontractors acting on behalf of tenderers and must be included in all contracts between tenderers and their agents or subcontractors.

C.7 GENERAL CONDITIONS OF CONTRACT

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

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1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

1.24 'Services' means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance, and other such obligations of the supplier covered under the contract.

1.25 'Written' or 'in writing' means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders, including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable, a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za.

4. Standards

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

5. Use of contract documents and information; inspection.

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

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1, except for purposes of performing the contract.

5.3 Any document, other than the contract itself, mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance Security

7.1 Within 30 (thirty) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in the SCC.

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

8. Inspections, tests and analyses

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in the SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services (if any) specified in the SCC:
- (a) performance or supervision of on-site assembly, and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for the assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the Parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other Parties by the supplier for similar services.

14. Spare parts

- 14.1 As specified in the SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

15.4 Upon receipt of such notice, the supplier shall, within the period specified in the SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in the SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in the SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of any other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than 30 (thirty) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in the SCC.

17. Prices

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

18. Contract Amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during the performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his or her discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the Parties by amendment of contract.

- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure, outside of the contract, small quantities of supplies; or to have minor essential services executed if an emergency arises, or the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and, without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than 14 (fourteen) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 14 (fourteen) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer/Authority will, at the discretion of the Accounting Officer/Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person is or was, in the opinion of the Accounting Officer/Authority, actively associated.

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of Liability

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

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

29. Governing language

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

30. Applicable Law

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

31. Notices

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

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

32. Taxes and Duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act, Act 89 of 1998, as amended, an agreement between or concerted practice by firms, or a decision by an association of firms, is prohibited if it is between Parties in a horizontal relationship and if a bidder(s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act, Act 89 of 1998.
- 34.3 If a bidder(s) or contractor(s) has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding 10 (ten) years and/or claim damages from the bidder(s) or contractor(s) concerned.

C.8 ANNEXURES

Annexure A – Pro Forma Insurance Broker's Warranty

Broker Logo

Letterhead of supplier's Insurance Broker

Date _____

CCT
City Manager
Civic Centre
12 Hertzog Boulevard
Cape Town
8000

Dear Sir

TENDER NO.: 2023/24

TENDER DESCRIPTION:

NAME OF SUPPLIER: _____

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

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

Yours faithfully

Signed: _____

For: _____ (Supplier's Insurance Broker)

ANNEX 1

**CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD**

General

- 1 The Monthly Project Labour Reports must be completed in full, using typed, proper case characters; alternatively, should a computer not be available, handwritten in black ink.
- 2 Incomplete / incorrect / illegible forms will not be accepted.
- 3 Any conditions relating to targeted labour stipulated in the Contract (in the case of contracted out services or works) shall apply to the completion and submission of these forms.
- 4 This document is available in Microsoft Excel format upon request from the City's EPWP office, tel 021 400 9406, email EPWPLR@capetown.gov.za.

Project Details

- 5 If a field is not applicable insert the letters: NA
- 6 Only the Project Number supplied by the Corporate EPWP Office must be inserted.
The Project Number can be obtained from the Coordinator or Project Manager or from the
e-mail address in point 4 above.
- 7 On completion of the contract or works project the anticipated end date must be updated to
reflect the actual end date.

Beneficiary Details and Work Information

- 8 Care must be taken to ensure that beneficiary details correspond accurately with the beneficiary's ID document.

- 9 A new beneficiary is one in respect of which a new employment contract is signed in the
current month. A certified ID copy must accompany this labour report on submission.
- 10 Was the beneficiary sourced from the City's job seeker database?
- 11 The contract end date as stated in the beneficiary's employment contract.
- 12 Where a beneficiary has not worked in a particular month, the beneficiary's name shall not be
reflected on this form at all for the month in question.
- 13 Training will be recorded separately from normal working days and together shall not
exceed the maximum of 23 days per month
- 14 Workers earning more than the maximum daily rate (currently R450 excluding any benefits)
shall not be reflected on this form at all.

Submission of Forms

- 15 Signed hardcopy forms must be scanned and submitted to the City's project manager in electronic (.pdf) format, together with the completed form in Microsoft Excel format.
- 16 Scanned copies of all applicable supporting documentation must be submitted along with each monthly project labour report. Copies of employment contracts and ID documents are only required in respect of new beneficiaries.
- 17 If a computer is not available hardcopy forms and supporting documentation will be accepted.

Numbers in cells below e.g (6) refer to the relevant instruction above for completing and submitting forms

[illegible][illegible]

MONTHLY PROJECT LABOUR REPORT



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

BENEFICIARY DETAILS AND WORK INFORMATION

CONTRACT OR WORKS PROJECT NUMBER:	
--------------------------------------	--

Year	Month

Sheet		
1	of	

	(8)	(8)	(8)	(9)			(10)		(11)	(12)	(13)	(14)
No.	First name	Surname	ID number	New Beneficiary (Y/N)	Gender (M/F)	Disabled (Y/N)	Job seeker database (Y/N)	Contract start date (DDMMYY)	Contract end date (DDMMYY)	No. days worked this month (excl. training)	Training days	Rate of pay per day (R – c)
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												

0 0 R -

Declared by Contractor or Vendor to be true and correct:	Name		Signature	
	Date			

Received by Employer's Agent / Representative:	Name		Signature	
	Date			

**Annexure C - Pro Forma Performance Security/ Guarantee
Not Used**

**Annexure D - Pro Forma Advance Payment Guarantee
Not Applicable**

Annexure F - Tender Returnable Documents

F.1: Contract Price Adjustment and/or Rate of Exchange Variation

1. TENDER CONDITIONS

- 1.1 The Contract Price Adjustment (CPA) mechanism and/or provisions relating to Rate of Exchange (RoE) Variation, contained in this schedule is compulsory and binding on all Tenderers/Suppliers and this schedule (the parts relevant to the particular tender) must be completed by all Tenderers / Suppliers.
- 1.2 Tenderers/Suppliers are not permitted to amend, vary, alter or delete this schedule or any part thereof unless otherwise stated in this schedule.
- 1.3 Tenderers are not permitted to offer fixed and firm prices except as provided for in the Price Schedule.

2. CPA PROVISIONS SELECTION

- 2.1 The prices stipulated on the Price Schedule are subject to adjustment as set out below.
- 2.2 Tenderer to indicate the specific CPA and/or RoE provisions applicable to their bid by marking the relevant checkboxes below. Tenderers to note that the CPA and/or RoE provisions are not exclusive and multiple CPA Types can exist if the bid contains both local and foreign exchange based pricing. In such cases the CPA and/or ROE provision applies only to that particular portion of the tendered price.
- 2.3 The CPA and/or RoE provisions applicable to this tender and resulting contract are to be indicated below by checking the relevant boxes (with multiple selections only where indicated permissible):

	<u>Indicate option</u> ↓	<u>CPA Type</u>	<u>Period</u>	<u>Refer to Section</u>
A	N/A	FIRM PRICES as per Pricing Schedule	Annual	<i>Pricing Schedule C.4 and Schedule F.1 (A)</i>
<u>LOCAL (RSA) TENDER CONTENT:</u>				
EITHER				
B	☐	SEIFSA Index based CPA	Monthly Quarterly	<i>Schedule F.1 (B)</i>
OR				
C	☐	Pricelist / Quotation Based CPA	Ad-Hoc	<i>Schedule F.1 (C)</i>
OR				
D	N/A	STATS SA CPI Index Based CPA	Annually	<i>Schedule F.1 (D)</i>
OR/AND				
E	N/A	Sectorial Determination 1:Contract Cleaning Sector	Annually	<i>Schedule F.1 (E)</i>
OR				
E	N/A	Sectorial Determination 6: Private Security Sector	Annually	<i>Schedule F.1 (E)</i>
<u>IMPORTED GOODS AND / OR COMPONENTS (IF APPLICABLE)</u>				
F	☐	ROE based CPA	Ad-Hoc	<i>Schedule F.1 (F)</i>
AND (IF REQUIRED), EITHER				
G	☐	Pricelist / Quotation based CPA	Ad-Hoc / Periodic	<i>Schedule F.1 (G)</i>

		OR			
H		Overseas CPI / PPI index based CPA		Ad-Hoc / Periodic	<i>Schedule F.1 (H)</i>

2.4 CPA and/or RoE provisions marked as **not applicable** is not relevant and will not apply to this tender and resulting contract.

3. CONTRACT CPA APPLICATIONS AND ADMINISTRATION

3.1 Any claim for variation in the contract price (either CPA or RoE adjustments) must be submitted in writing:

- i. By letter to: Director Mr Edgar Capes, City of Cape Town,
- ii. P O Box 655, Cape Town, 8000 or
- iii. By email to: EAMCPA.Request@capetown.gov.za and Patrick.O'Halloran@capetown.gov.za

at least 14 days prior to the month upon which the adjustment would become effective in the case of prices being set in advance, and as soon as relevant indices are available and no later than 60 days after the date of delivery of goods or the completion of the project (i.e. date of issue of the Taking-Over Certificate, if applicable) in the case of adjustments being claimed retrospectively for Goods or Services. The latter case is only applicable where specifically provided for in the CPA provisions.

- 3.2 When submitting a request for CPA and/or RoE adjustment the Supplier shall indicate the Rand Value claimed for each item listed on C.4 - Price Schedule, clearly indicating the item number as per C.4 - Price Schedule. Percentage increases will not be considered. A mere notification of a request for CPA without stating the new price claimed for each item shall, for the purpose of this clause, not be regarded as a valid request.
- 3.3 The CCT reserves the right to request the Supplier to submit auditor's certificates or such other documentary proof as it may require in order to verify a claim for CPA or RoE adjustments. Price adjustments will not be processed until such time as the Supplier submits such auditor's certificates or other documentary proof to the CCT. Should the Supplier fail to submit the auditor's certificates or other documentary proof to the CCT within 30 days from the written request, it shall be presumed that the Supplier has abandoned his request.
- 3.4 The CCT reserves the right to withhold payment of any claim for adjustment while only provisional figures are available and until such time as the final (revised) figures are issued by the relevant authority.
- 3.5 The CCT will confirm in writing once processing of the CPA or RoE adjustments have been completed including the effective date of the adjustments.
- 3.6 Where pricelist-based and other non-index based CPA requests are investigated and found to be not reasonable and market related, the CCT reserves the right to reject such requests. Where disputes arise with respect to such rejected requests the CCT reserves the right to procure the Goods from other available Suppliers until such time as the dispute is resolved.
- 3.7 Unless indicated otherwise in the relevant schedule below, all Purchase Orders issued on or after the effective date of the adjustment shall be issued at, and the Goods or Services supplied, invoiced and paid for at the adjusted prices. The relevant adjustment will not be applied to Purchase Orders issued prior to the effective date.

F.1 (A) – FIRM PRICES

NOT APPLICABLE

F.1 (B) LOCAL SOUTH AFRICAN CONTENT – SEIFSA INDICES

1. Tenderers/Suppliers that are manufacturers of the tendered goods and that indicate CPA provision above based on SEIFSA Indices shall comply with the conditions specified below and shall complete Table F.1 (B).1: SEIFSA Base Material and Labour Prices in full.
2. Material, labour and / or road freight price variation shall be calculated based upon the SEIFSA base material, labour and / or road freight prices / indices and the price proportions indicated by the Tenderer/Supplier for the Goods tendered, as detailed in Table F.1 (B).1: SEIFSA Base Material and Labour Prices.
3. For items that are also subject to RoE and / or Overseas Pricelist / Quotation based CPA, the SEIFSA index based CPA **shall apply only to the South African Content portion**.
4. A minimum of 10% of the **South African Content portion** of the tender price shall be fixed and free of variation for the duration of the contract.
5. The contract price per item shall be adjusted **quarterly** in advance of placement of orders, and the adjusted contract price shall be applicable for purchase orders placed during the following full calendar month.
6. Fluctuations in the prices of raw materials, labour and road freight will be acceptable for the item price in C.4 Price Schedule, CPA calculations.
7. The base month for CPA calculations shall be the calendar month prior to the month of the closing date for tenders, and SEIFSA indices published in this month shall be used.
8. Adjusted contract prices per item shall be calculated based upon the SEIFSA indices published in the calendar month of application for the amended item contract prices.
9. Material and labour price variation shall be calculated based upon the SEIFSA base material and labour indices and the stipulated price proportions as detailed in Table F.1 (B).1.
10. The process to be followed by Tenderers/Suppliers for claims for CPA in terms of SEIFSA shall be as follows:
 - a) The Tenderers/Suppliers shall approach the CCT in writing during the week following the third Friday of each month with an application for the adjustment of the contract prices in C.4 Price Schedule and the amended prices to be applicable to the contract during the following calendar month.
 - b) The application shall be based upon the SEIFSA indices published during the calendar month of application (those published on the Monday following the third Friday of the month and detailing the latest available indices) and shall detail the proposed adjusted unit prices for the Items and include detailed calculations indicating how the adjusted unit prices per item have been established.
 - c) Calculations of the CPA shall use the original tendered unit rates, the base indices, the indices published in the calendar month of application and the SEIFSA formula and shall contain no other factors or adjustments.
 - d) The CCT will check and approve the proposed unit prices for the following month prior to the last day of the month of application. The CCT will notify the Tenderers/Suppliers in writing of approval of the proposed prices.
 - e) All purchase orders for the contracted Items issued during a month shall be issued, invoiced and paid at the contract unit prices approved for that month and no further SEIFSA based contract price adjustment claims will be considered, irrespective of the actual month of delivery and whether or not deliveries were subject to any manufacturing or delivery delays.
 - f) The required delivery dates for orders placed by the Employer for the contracted Items will be determined based upon the date of issue of the purchase order and the contract delivery period. Delays in the delivery of the Items for orders placed by the CCT shall not entitle the Tenderers /Suppliers to any amendment of the approved contract price adjustment applicable to that order.
 - g) Failure by the Tenderers/Suppliers to submit claims for CPA within the timeframes detailed above will result in the unit rates for the items concerned being determined by the CCT in accordance with the published SEIFSA indices. The CCT however reserves the right in such a case not to amend the unit rates for the item if it is not to the CCT's advantage.

- h) The successful Tenderers/Suppliers shall immediately upon notification of commencement date of contract (or date of issue of first PO) submit written application for approval of adjustment to the contract prices in C.4 Price Schedule that shall be applicable during the first calendar month of the contract. This application will be assessed in accordance with the process laid out above in order to determine approved contract prices for the first calendar month of the contract.
- i) Failure to submit such application within two working weeks of commencement of contract shall result in the tendered unit prices in C.4 Price Schedule being applied for orders placed during the first calendar month of the contract.
- j) Application for CPA thereafter shall follow the process detailed above.

TABLE F.1 (B).1: SEIFSA BASE MATERIAL AND LABOUR PRICES

Where Tender prices are subject to adjustment the prices quoted shall be subject to price variation based upon the SEIFSA base prices or indices for materials and labour detailed below.

For the purposes of this tender the **base month** shall be **September 2024**

	3CR12 STEEL	OTHER (State) (Copper(?))	OTHER (State)	LABOUR
SEIFSA Table No:				
SEIFSA Description:				
Base Month Price / Index:				

ITEM NO.	PARTICULARS	Local (South African) Content Price (Per Column F of Table 8.3 above, OR Tendered Price Schedule if no Imported Content) (R)	MATERIAL			LABOUR	Fixed Portion of Tender Price (South African Content) (Min 10%) (%)
			The percentage contribution of the specific materials to the total local (South African) content price per item are as follows:-			Proportion of Price Attributed to Labour Cost (%)	
			3CR12 STEEL	OTHER (State)	OTHER (State)		
			Proportion of Price (%)	Proportion of Price (%)	Proportion of Price (%)		
A1	3-way non-extensible ring main unit comprising 2 switch-disconnectors and 1 switch-fuse combination						
A2	4-way non-extensible ring main unit comprising 3 switch-disconnectors and 1 switch-fuse combination						
A3	4-way non-extensible ring main unit comprising 2 switch-disconnectors and 2 switch-fuse combinations						
A4	2-way extensible switchgear comprising 2 switch-disconnector modules						
A5	1-way extensible switchgear switch-disconnector module						

ITEM NO.	PARTICULARS	Local (South African) Content Price (Per Column F of Table 8.3 above, OR Tendered Price Schedule if no Imported Content) (R)	MATERIAL			LABOUR	Fixed Portion of Tender Price (South African Content) (Min 10%) (%)
			The percentage contribution of the specific materials to the total local (South African) content price per item are as follows:-			Proportion of Price Attributed to Labour Cost (%)	
			3CR12 STEEL	OTHER (State)	OTHER (State)		
			Proportion of Price (%)	Proportion of Price (%)	Proportion of Price (%)		
A6	1-way extensible switchgear circuit breaker module						
A7	1-way extensible switchgear switch-fuse combination module						
A8	Extensible switchgear MV metering module						
A9	Screened busbar couplings for in-line busbar connections (where applicable), as specified, per set of three complete						
A10	Screened busbar end blanking plugs for in-line busbar connections (where applicable), as specified, per set of three complete						
A11	Screened Type C end adapter for external busbars (where applicable), as specified, per set of three complete						
A12	Screened Type C cross adapter for external busbars (where applicable), as specified, per set of three complete						
A13	Screened Type C dead end cap for external busbars (where applicable), as specified, per set of three complete						
A14	Screened 630A long external busbar (where applicable), as specified, per set of three complete						
A15	Screened 630A short external busbar (where applicable), as specified, per set of three complete						
B1	3-way non-extensible ring main unit comprising 3 switch-disconnectors, enclosed within a weatherproof kiosk						

ITEM NO.	PARTICULARS	Local (South African) Content Price (Per Column F of Table 8.3 above, OR Tendered Price Schedule if no Imported Content) (R)	MATERIAL			LABOUR	Fixed Portion of Tender Price (South African Content) (Min 10%) (%)
			The percentage contribution of the specific materials to the total local (South African) content price per item are as follows:-			Proportion of Price Attributed to Labour Cost (%)	
			3CR12 STEEL	OTHER (State)	OTHER (State)		
			Proportion of Price (%)	Proportion of Price (%)	Proportion of Price (%)		
B2	3-way non-extensible ring main unit comprising 2 switch-disconnectors and 1 switch-fuse combination, enclosed within a weatherproof kiosk						
B3	3-way non-extensible ring main unit comprising 2 switch-disconnectors and 1 circuit breaker, enclosed within a weatherproof kiosk						
B4	4-way non-extensible ring main unit comprising 4 switch-disconnectors, enclosed within a weatherproof kiosk						
B5	4-way non-extensible ring main unit comprising 3 switch-disconnectors and 1 switch-fuse combination, enclosed within a weatherproof kiosk						
B6	4-way non-extensible ring main unit comprising 3 switch-disconnectors and 1 circuit breaker, enclosed within a weatherproof kiosk						
B7	4-way non-extensible ring main unit comprising 2 switch-disconnectors and 2 switch-fuse combinations, enclosed within a weatherproof kiosk						
B8	4-way non-extensible ring main unit comprising 2 switch-disconnectors and 2 circuit breakers, enclosed within a weatherproof kiosk						
B9	5-way non-extensible ring main unit comprising 2 switch-disconnectors and 3 circuit breakers, enclosed within a weatherproof kiosk						
B10	5-way non-extensible ring main unit comprising 1 switch-disconnector and 4 circuit breakers, enclosed within a weatherproof kiosk						
B11	3-way non-extensible Recloser ring main unit comprising 2 switch-disconnectors and 1 circuit breaker, enclosed within a weatherproof kiosk						

ITEM NO.	PARTICULARS	Local (South African) Content Price (Per Column F of Table 8.3 above, OR Tendered Price Schedule if no Imported Content) (R)	MATERIAL			LABOUR	Fixed Portion of Tender Price (South African Content) (Min 10%) (%)
			The percentage contribution of the specific materials to the total local (South African) content price per item are as follows:-			Proportion of Price Attributed to Labour Cost (%)	
			3CR12 STEEL	OTHER (State)	OTHER (State)		
			Proportion of Price (%)	Proportion of Price (%)	Proportion of Price (%)		
B12	SF6-free 3-way ring main unit comprising 3 switch-disconnectors, enclosed within a weatherproof kiosk, as specified						
B13	SF6-free 3-way ring main unit comprising 2 switch-disconnectors and 1 switch-fuse combination, enclosed within a weatherproof kiosk, as specified						
B14	SF6-free 3-way ring main unit comprising 2 switch-disconnectors and 1 circuit breaker, enclosed within a weatherproof kiosk, as specified						
C1	Outdoor bulk metering unit (Standard or Compact) with 1 customer outgoing circuit, enclosed within a weatherproof kiosk						
C2	Compact outdoor bulk metering unit with 2 customer outgoing circuits, enclosed within a weatherproof kiosk						
C3	Compact outdoor SSEG bulk metering unit with 1 customer outgoing circuit, enclosed within a weatherproof kiosk						
D1	Universal Phase comparator devices						
D2	Spare self-powered Protection relay, as specified, and as offered with circuit breaker modules tendered to this specification, each						
D3	Spare self-powered Protection relay Trip Coil						
D4	Spare single-core protection current transformers, as specified, and as offered with circuit breaker modules tendered to this specification, each						

ITEM NO.	PARTICULARS	Local (South African) Content Price (Per Column F of Table 8.3 above, OR Tendered Price Schedule if no Imported Content) (R)	MATERIAL			LABOUR	Fixed Portion of Tender Price (South African Content) (Min 10%) (%)
			The percentage contribution of the specific materials to the total local (South African) content price per item are as follows:-			Proportion of Price Attributed to Labour Cost (%)	
			3CR12 STEEL	OTHER (State)	OTHER (State)		
			Proportion of Price (%)	Proportion of Price (%)	Proportion of Price (%)		
D5	Spare dual core protection / metering current transformers, as specified, and as offered with outdoor BMUs tendered to this specification, each						
D6	Spare single-core metering current transformers, as specified, and as offered with circuit breaker modules tendered to this specification, each						
D7	Collection, installation, testing and cold-commissioning of replacement ABB REJ603 (or equivalent) self-powered Protection relays and associated current transformers, parts and accessories						
D8	The detection, repair and topping up on site of SF6 gas leaks, per equipment Item (single tank), excluding SF6 gas						
D9	SF6 gas for equipment topping up on site, per kg						
D10	The safe purging and disposal of all SF6 gas from the OEM's equipment, cleaning and formal certification free of SF6 gas, residues and byproducts, and gas scrapping certificate, per equipment item (single tank)						
D11	Recommended Specialised Tools and Equipment (Note Clause 7.4.14.2; Tenderer to itemise below):						
D11.1							
D11.2							

ITEM NO.	PARTICULARS	Local (South African) Content Price (Per Column F of Table 8.3 above, OR Tendered Price Schedule if no Imported Content) (R)	MATERIAL			LABOUR	Fixed Portion of Tender Price (South African Content) (Min 10%) (%)
			The percentage contribution of the specific materials to the total local (South African) content price per item are as follows:-			Proportion of Price Attributed to Labour Cost (%)	
			3CR12 STEEL	OTHER (State)	OTHER (State)		
			Proportion of Price (%)	Proportion of Price (%)	Proportion of Price (%)		
D11.3							

TENDERER/SUPPLIER TO NOTE:

- a) This Schedule is only applicable if the Tenderer/Supplier is the Manufacturer of the Goods
- b) A Minimum of 10% of the tendered local South African price must remain fixed.

TENDERERS NAME_____

SIGNATURE_____

F.1 (C) LOCAL SOUTH AFRICAN CONTENT - SUPPLIER/ MANUFACTURER PRICE LIST/QUOTATIONS

1. Tenderers /Suppliers that are not the manufacturer or original supplier of the tendered goods and whose tender prices are based on the price list/quotation of another company (manufacturer or other supplier) may apply Supplier / Manufacturer Pricelist / Quotation based CPA.
2. In such cases the Tenderer is required to submit with his tender a copy of the original Supplier / Manufacturer Pricelist / Quotation upon which his tender prices are based. Such pricelist / Quotation is required to be on the Letterhead of the Supplier / Manufacture, is to be dated, referenced and signed, and is to provide clear reference to the tender number and is required to clearly reference each item quoted to the respective Tender Item Number indicated in C.4 Price Schedule.
3. The tenderer shall further confirm the Manufacturer / supplier, Quotation date and reference number and applicable tender Items by completing Table F.1(C).1 below.

Table F.1(C).1: Price Schedule information for Manufacturers/Suppliers Price List(s)/Quotation

Manufacturer/ Supplier Name	Price List Information		
	Price List/Quotation Date.	Price List/Quotation Reference Number	Pricelist applicable to Items as per C.4 Price Schedule

4. During the contract period, the Tenderer (now Supplier) must submit the request for price adjustment based on increases in pricelists of manufacturers/suppliers prior to the effective date of the increase in the pricelist.
5. The effective date of any price adjustment granted will be the first day of the month following the month during which the fully substantiated application for contract price adjustment is submitted or, by agreement between the Tenderer/Supplier and the CCT, a subsequent date on which the price adjustment will become effective.
6. In instances where the Supplier's price adjustment claimed is less than entitled, the lesser price will be accepted.
7. Purchase orders placed prior to the effective date of any price increase shall be placed at the previously agreed price, not the claimed adjusted price.
8. Only the difference in source supplier / manufacturer pricelist (actual cost, not percentage) may be adjusted and under no circumstances may the Tenderer/Supplier increase their profit margin.
9. The Tenderer/Supplier shall, when submitting claims for contract price adjustment, submit all of the documentation indicated below a minimum of two weeks prior to the effective date of the contract price adjustment:
 - a) Copies of price lists upon which original tender prices were based (refer to clause 2, Table F.1(C).1 above) clearly indicating the item(s) according to C.4 Price Schedule.
 - b) The new price list (*from the same Supplier / Manufacturer as originally tendered*) on the relevant manufacturer/suppliers letterhead (with pamphlets, brochures and e-mail communication) clearly

indicating the item(s) according to C.4 Price Schedule.

- c) Detailed calculations indicating how the “adjusted” price was calculated. The calculations must be submitted in Excel, together with a signed, “PDF” version of the Excel spreadsheet. The example below – Table F.1(C).2, is what is required.
 - d) A covering letter on the Supplier’s letterhead requesting the CPA with the effective date of the claim.
10. The CCT will consider the request and either refer the request back for correction or additional information or approve the request.
 11. The CCT will assess such pricelist based CPA claims against market pricing and indices and other input pricing indicators and will only approve such claims that are confirmed to be reasonable and market related with reference to the source pricing information provided with the tender and with the CPA application
 12. Approval of the CPA request including confirmation of the effective date, will be communicated to the Supplier in writing together with a list of the approved adjusted rates. The effective date will be as per clause 3 above.
 13. The successful Tenderer/Supplier shall immediately upon notification of the commencement date of contract submit written application for approval of any adjusted unit prices for the Goods that may have been notified by the Supplier / Manufacturer of the Goods, together with the required supporting documentation. This application will be assessed in accordance with the process laid out above in order to determine approved contract prices at the commencement of the contract.
 14. Failure to submit such application within two working weeks of commencement of contract shall result in the tendered unit prices being applied for initial orders placed following commencement of the contract.
 15. In the event of a Supplier changing their Supplier / Manufacturer during the tenure of the contract, no request for price variations will be considered unless the Supplier has obtained prior approval from the City for the change of Supplier / Manufacturer. Such approval shall include technical approval by the Engineer of the goods supplied by the replacement Supplier / Manufacturer. Technical approval by the Engineer shall be a prerequisite for any change of Supplier / Manufacturer.

Table F.1(C).2 – Pro Forma Table for Adjustments in price where the Supplier is not the Manufacturer)

C.4 Price Schedule Item No.	Original Tender Price	Previous and New Price List Information					New Contract Price (Excl. VAT)
		Manufacturer/Supplier	Material no.	Price as per previous Manufacturer/Supplier Price List (Excl. Vat) Price List Date: _____ (B)	Price as per new Supplier/Manufacturer Price List (Excl. Vat) Price List Date: _____ (C)	Difference between the previous and new manufacturer Price list (C)-(B) (D)	
(A)							(A)+(D)

**When submitting the first request for price adjustment, use the tender price as per C.4 Price Schedule.*

F.1 (D) LOCAL SOUTH AFRICAN CONTENT - STATS SA CONSUMER PRICE INDEX
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NOT APPLICABLE

F.1. (E) LOCAL SOUTH AFRICAN CONTENT – SECTORIAL DETERMINATION

NOT APPLICABLE

**F.1. (F) GOODS AND/OR COMPONENTS IMPORTED FROM OUTSIDE OF SOUTH AFRICA
RATE OF EXCHANGE PRICE VARIATIONS**

- Subject to the above, when tendered prices of certain items in C.4 Price Schedule are subject to adjustment for changes in the cost of goods and/or components imported from outside of South Africa, the Tenderer must (as part of the bid submission) provide a list of such items and other information as required in Table F.1 (F).2 below and include it in the bid submission.
- Only tenderers who are the direct importer of the goods may claim rate of exchange price variations.

Table F.1 (F).1: Information required for prices subject to Rate of Exchange adjustments

Exchange Rate on which tender is based:	_____ 1 : Rand _____
Exchange Rate on which tender is based: (if more than one currency)	_____ 1 : Rand _____
Exchange Rate on which tender is based: (if more than one currency)	_____ 1 : Rand _____
Name of Bank	
Date of quoted rate of exchange	
Documentation relevant to calculation of adjustments based on Rate of Exchange (Mark with "x")	
Bill of Lading	
Waybill	
Customs invoice	
Other: _____	

TABLE F.1 (F).2: Price Basis for Imported Resources

C.4 Price Schedule Detail		Rand Value Calculation for Foreign Content (FOB)			Customs Surcharge		Customs Duty			Rand Value for South African Content (FOR)	Total Tender Price in Rand of (C) + (D) + (E) + (F) included in Price Schedule C.4
C.4 Price Schedule Item No.	Description of Resources	Value in Foreign Currency denomination	Rate of Exchange as at Base Date*	Value in Rand for Foreign currency content (A) x (B)	%	Rand	%	Rand	Customs Duty Tariff Reference	Value in Rand for South African Content	(G)
		(A)	(B)	(C)		(D)		(E)		(F)	

* Base Date: 7 (seven) calendar days before tender closing.

- Any items/resources not inserted in Table F.1 (F).2 above, are deemed to be manufactured / supplied in South Africa and is not subject to adjustment in terms of variation in rate of exchange.
- The price adjustment for variations in the cost of plant and materials imported from outside of South Africa shall be based on the information contained on the schedule titled "Price Basis for Imported Resources" (Table F.1 (F).2). The Rand value of goods and components comprising entirely or partly imported content that is inserted on the Table F.1(F).2 titled "Price Basis for Imported Resources" (column (G)) shall be the rate tendered in the Pricing Schedule C.4, and shall be the value in foreign currency (column (A)) converted to South African Rand (column (C)) by using the closing spot selling rate on the Base Date (seven calendar days before tender closing date) rounded to the second decimal place (column (B)), to which shall be added any Customs Surcharge and Customs Duty applicable at that date (columns (D) and (E)) and any South African manufactured or added content (column (F)). Any mark-up by the Tenderer or other costs not

detailed above shall be entirely contained within the South African Content (Column (F)).

5. Column A of Table F.1 (F).2 shall detail the actual quotation for the imported Goods or components, and shall be substantiated by the original source quotation for such Goods or components. (Source quotation from foreign supplier/manufacturer, see Schedule F.1 (G), Table F.1 (G).1 below). No Supplier mark-up on the foreign currency value of such imported Goods or components is permissible. All Supplier mark-up shall be included in the South African content, Column F of Table F.1 (F).2 above.
6. Based on the evidence provided in Clause 5 above, the value in Rand inserted in column (C) on the schedule titled "Price Basis for Imported Resources" shall be recalculated using the forward cover rate obtained, and any increase or decrease in the Rand value defined in this clause shall be adjusted accordingly, subject to Clause 7 below.
7. The adjustments shall be calculated upon the value in foreign currency in the Supplier's forward cover contract, provided that, should this value exceed the value in foreign currency inserted in column (A) of on the schedule titled "Price Basis for Imported Resources", then the value in column (A) shall be used (or any adjusted value approved in accordance with Schedule F.1 (G) below).
8. Any increase or decrease in the Rand value between the amounts of Customs Surcharge and Customs Duty inserted in on the schedule titled "Price Basis for Imported Resources" and those amounts actually paid to the Customs and Excise Authorities, which are due to changes in the percentage rates applicable or to the foreign exchange rate used by the authorities, shall be adjusted accordingly.
9. The Tenderer shall state the Customs Duty Tariff Reference applicable to each item and the Supplier shall advise the CCT's Agent of any changes which occur.
10. Suppliers shall take out Forward Cover covering the foreign exchange component of the cost of any imported portion of the Goods ordered on each purchase order issued by the Employer.
11. The process to be followed by Suppliers for claims for Rate of Exchange Variations shall be as follows:
 - a) The Supplier shall within seven working days from the date of receipt of the purchase order arrange for cover or recovering forward by way of a contract with a bank which is an authorised foreign exchange dealer, the foreign exchange component of the cost of any imported goods and components inserted by the Tenderer on the scheduled titled "Price Basis for Imported Resources" (Table F.1 (F).2), and submit such Forward Cover quotation to the City for approval.
 - b) Upon receipt of the quotation for Forward Cover from the bank, the Supplier must forward the quote ideally, within 15 minutes of receiving it from their banker to the CCT: EAMCPA.Request@capetown.gov.za and Contract Manager: Patrick.O'Halloran@capetown.gov.za This is to ensure that the time difference from generation of the quotation for Forward Cover to finalising the Forward Cover with the Bank, is kept to a minimum due to the change in the exchange rate throughout the day.
 - c) The Contract Manager will forward the quotation to the CCT Treasury Department immediately for their consideration and approval. The cut-off time for receipt of quotations for Forward Cover will be 14h00. It must be noted that if this deadline will not be achieved, it is recommended that the quotation process be undertaken on the following day which should fall within the 7 days of receipt of the purchase order.
 - d) Only once the Forward Cover quotation rate has been approved by CCT Treasury Department, may the Supplier finalise the Forward Cover contract with their bank at the rate approved by the CCT Treasury Department for that Purchase Order and forward a copy of the contract to the CCT via email: EAMCPA.Request@capetown.gov.za and Contract Manager: Patrick.O'Halloran@capetown.gov.za
 - e) The Forward Cover quotation envisaged above shall have the CCT purchase order number and a Forward Cover Contract (FCC) Value Date that is directly based upon the required delivery date for the imported Goods or components necessary in order to meet the Contract Delivery Period. Future FCC Value Dates beyond the Contract Delivery Period shall not be acceptable.
12. On delivery of the goods to the City the Supplier shall submit the following documentation to the CCT via email: EAMCPA.Request@capetown.gov.za and Contract Manager: Patrick.O'Halloran@capetown.gov.za :

- a) The Bill of Lading/Waybill/Customs Invoice (clearly indicating the items as identified on the purchase order).
 - b) Calculations detailing the difference in the rate of exchange at the time of entry and the date of tender. These shall be submitted on a covering letter.
 - c) The invoice / credit note for the Rate of Exchange adjustment applicable to the specific order.
13. In exceptional circumstances, and subject to the Employer's explicit approval, Rate of Exchange variations on Goods or components that are imported in bulk in advance in fulfilment of the contract requirements or to create buffer stocks, but not specifically in response to specific purchase orders placed by the Employer in accordance with the contract, shall be based upon whichever of the following two methodologies is more advantageous to the Employer:
- a) Methodology 1: A spot quotation for the Forward Cover Contract rate for the imported portion of the Goods, based upon the FCC Value Date for the particular purchase order(s), as outlined in clause 11 above.
 - b) Methodology 2: The actual Rate of Exchange cost variations incurred in fulfilment of the purchase order(s), fully substantiated by detailed Bills of Lading and Customs Invoice applicable to the particular Goods delivered. The applicable Rate of Exchange shall be the rate as defined on the Customs Invoice for the imported Goods.
 - c) Determination of the more advantageous methodology shall be conducted and approved following delivery of the imported Goods or components to the Supplier but prior to delivery of the Goods to the Employer.
14. Approval of the process detailed in Clause 13 and sub-clauses above shall be on an order by order basis and application shall be submitted, with required supporting documents, immediately on receipt of the relevant purchase order(s).

**F.1. (G) GOODS AND/OR COMPONENTS IMPORTED FROM OUTSIDE OF SOUTH AFRICA -
MANUFACTURER/SUPPLIER PRICE/QUOTATION LIST**
1. Manufacturer's / Supplier's Pricelist / Quotation Based CPA – Imported Goods or Components:

- 1.1 Tenderers with imported Goods or Components may claim contract price adjustment based on the overseas SUPPLIER'S / MANUFACTURER'S PRICE LISTS/ QUOTATION from the supplier or manufacturer of the tendered items.
- 1.2 In such cases the Tenderer is required to submit with his tender a copy of the original overseas Supplier / Manufacturer Pricelist / Quotation upon which his tender prices are based. Such pricelist / Quotation is required to be on the Letterhead of the Supplier / Manufacture, is to be dated, referenced and signed, and is to provide clear reference to the tender number or unambiguously indicate the relevant component.
- 1.3 The Tenderer is required to clearly reference each item quoted to the respective Tender Item Number indicated in C.4 Price Schedule by completing Table F.1 (G).1 below.

Table F.1 (G).1: Price Schedule information for Imported Goods or Components - Manufacturers/Suppliers Price List(s)/Quotation

Manufacturer/ Supplier Name	Price List Information		
	Price List/Quotation Date.	Price List/Quotation Reference Number	Pricelist applicable to Items as per C.4 Price Schedule

- 1.4 During the contract period, the Tenderer (now Supplier) must submit the request for price adjustment based on increases in pricelists of manufacturers/suppliers prior to the effective date of the increase in the pricelist.
- 1.5 The effective date of any price adjustment granted will be the first day of the month following the month during which the fully substantiated application for contract price adjustment is submitted or, by agreement between the Tenderer/Supplier and the CCT, a subsequent date on which the price adjustment will become effective.
- 1.6 In instances where the Supplier's price adjustment claimed is less than entitled, the lesser price will be accepted.
- 1.7 Only the difference in source supplier / manufacturer pricelist (actual cost, not percentage) may be adjusted and under no circumstances may the Tenderer/Supplier increase their profit margin.
- 1.8 The Tenderer/Supplier shall, when submitting claims for contract price adjustment, submit all of the documentation indicated below a minimum of two weeks prior to the effective date of the contract price adjustment:
- Copies of price lists upon which original tender prices were based (refer to Clause 1.2, Table F.1 (G).1 above) clearly indicating the item(s) according to C.4 Price Schedule.
 - The new price list (*from the same Supplier / Manufacturer as originally tendered*) on the relevant manufacturer/suppliers letterhead (with pamphlets, brochures and e-mail communication) clearly indicating the item(s) according to C.4 Price Schedule.

- c) Submit detailed calculations indicating how the “new” price is calculated. The calculations must be submitted in Excel, together with a signed, “PDF” version of the Excel spreadsheet. The example below – Table F.1(G).2, is what is required.
- d) A covering letter on the Supplier’s letterhead requesting the CPA with the effective date of the claim.
- 1.9 The CCT will consider the request and either refer the request back for correction or additional information or approve the request.
- 1.10 The CCT will assess such pricelist based CPA claims and will only approve such claims that are confirmed to be reasonable and market related with reference to the source pricing information provided with the tender and with the CPA application
- 1.11 Approval of the CPA request including confirmation of the effective date, will be communicated to the Supplier in writing. The effective date will be as per clause 1.3 above.
- 1.12 The successful Tenderer/Supplier shall immediately upon notification of the commencement date of contract submit written application for approval of any adjusted unit prices for the Goods that may have been notified by the Supplier / Manufacturer of the Goods, together with the required supporting documentation. This application will be assessed in accordance with the process laid out above in order to determine approved contract prices at the commencement of the contract.
- 1.13 Failure to submit such application within two working weeks of commencement of contract shall result in the tendered unit prices being applied for initial orders placed following commencement of the contract.
- 1.14 In the event of a Supplier changing their Supplier / Manufacturer during the tenure of the contract, no request for price variations will be considered unless the Supplier has obtained prior approval from the City for the change of Supplier / Manufacturer. Such approval shall include technical approval by the Engineer of the goods supplied by the replacement Supplier / Manufacturer. Technical approval by the Engineer shall be a prerequisite for any change of Supplier / Manufacturer.

Table F.1(G).2 – Pro Forma Table for Adjustments in price for Imported Goods or Components - Manufacturers/Suppliers Price List(s)/Quotation

C.4 Price Schedule Item No.	Original Tender Price	Previous and New Price List Information					New Contract Price (Excl. VAT)
		Manufacturer/Supplier	Material no.	Price as per previous Manufacturer/Supplier Price List (Excl. Vat) Price List Date: _____	Price as per new Supplier/Manufacturer Price List (Excl. Vat) Price List Date: _____	Difference between the previous and new manufacturer Price list (C)-(B)	
	(A)			(B)	(C)	(D)	(A)+(D)

OR

2. Supplier Price List Variations for Suppliers Supplying Goods Imported by Another Party

- 2.1 The Tenderers (now Supplier) that are not the director importer of the manufactured goods/components, and intend to purchase the goods from another supplier who in turn is importing the goods, may apply for Supplier / Manufacturer Pricelist / Quotation based CPA imported by a another Party.
- 2.2 In such cases the Tenderer is required to submit with his tender a copy of the original Supplier / Manufacturer Pricelist / Quotation upon which his tender prices are based. Such pricelist / Quotation is required to be on the Letterhead of the Supplier / Manufacture, is to be dated, referenced and signed, and is to provide clear reference to the tender number, exchange rate on which the quote is based and is required to clearly reference each item quoted to the respective Tender Item Number indicated in C.4 Price Schedule.
- 2.3 The tenderer shall further confirm the Manufacturer / supplier, Quotation date, exchange rate at date of quote and reference number and applicable tender Items by completing Table F.1(G).3 below.

Table F.1 (G).3: Price Schedule information for Imported Goods or Components, imported by Another Party Manufacturers/Suppliers Price List(s)/Quotation

Manufacturer/ Supplier Name	Price List Information			
	Price List/Quotation Date.	Price List/Quotation Reference Number	Exchange Rate on which quote is based	Pricelist applicable to Items as per C.4 Price Schedule
			_____ 1 : Rand _____	
			_____ 1 : Rand _____	
			_____ 1 : Rand _____	
			_____ 1 : Rand _____	

- 2.4 During the contract period, the Tenderer (now Supplier) must submit the request for price adjustment based on increases in pricelists of manufacturers/suppliers within seven calendar days of the date of the purchase order date.
- 2.5 The price adjustment claim will be fully substantiated and the approval will be limited to the relevant Purchase Order.
- 2.6 In instances where the Supplier's price adjustment claimed is less than entitled, the lesser price will be accepted.
- 2.7 Only the difference in source supplier / manufacturer pricelist (actual cost, not percentage) may be adjusted and under no circumstances may the Tenderer/Supplier increase their profit margin.
- 2.8 The Tenderer/Supplier shall, when submitting claims for contract price adjustment, submit all of the documentation indicated below a minimum of seven (7) days from date of purchase order:
- Copies of price lists upon which original tender prices were based (refer to Clause 2.2, Table 2 above) clearly indicating the item(s) according to C.4 Price Schedule.
 - The new price list (*from the same Supplier / Manufacturer as originally tendered*) on the relevant manufacturer/suppliers letterhead (with pamphlets, brochures and e-mail communication) clearly indicating the item(s) according to C.4 Price Schedule.
 - Submit detailed calculations indicating how the "new" price is calculated.
 - A covering letter on the Supplier's letterhead requesting the CPA with the effective date of the claim.

- 2.9 The CCT will consider the request and either refer the request back for correction or additional information or approve the request.
- 2.10 The CCT will assess such pricelist based CPA claims and will only approve such claims that are confirmed to be reasonable and market related with reference to the source pricing information provided with the tender and with the CPA application
- 2.11 Approval of the CPA request for the relevant Purchase Order (refer to clause 2.5 above), will be communicated to the Supplier in writing.

F.1. (H) GOODS AND/OR COMPONENTS IMPORTED FROM OUTSIDE OF SOUTH AFRICA - BASED ON FOREIGN INDICES

1. Adjustment for variation in labour and material Costs based on Indices in the country of manufacture.

1.1 If the prices for imported Goods and/or components are not fixed, the Supplier shall in their Tender specify the formula for calculating Contract Price Adjustments normally used in the country of manufacture and the indices and relative proportions of labour and material on which his Tender prices are based. The imported goods and or components shall be adjusted annually in accordance with clause 18.2 below.

1.2 The FOB adjustment in this CPA must be read with the values stipulated in the F.1 (F) (Column A) Schedule for Rate of Exchange.

2. Formula(e) for FOB price adjustment on goods and/or components ex-import:

Cost of goods and or components manufactured outside of South Africa and any foreign installation labour (FOB values in Table 2 titled "**Price Basis for Imported Resources**" (column (A))) will be fixed and firm except for variations in the rate of exchange and statutory obligations unless the following information is provided:

$$P = Po(0,1 + 0,9N/No)$$

Where

P = Adjusted Price

Po = Original Price

10% - Fixed

And:

No Foreign Published Index (similar to SEIFSA CPI/PPI) in country of

Origin:

N

DETAIL: _____

3. The FOB values in Table 2 titled "**Price Basis for Imported Resources**" (column (A)), shall remain fixed and firm for the first 12 calendar months from date of Commencement Date of Contract and Suppliers are not permitted to requests CPA during this period.

4. The FOB values will thereafter be subject to adjustment annually based on the average percentage of 12 months as published in the Foreign Published Index as follows:

4.1 From the start of the 13th month to the end of the 24th month calculated as follows:

- a) The base month for the price adjustment being three (3) calendar months prior to Commencement Date of Contract; and
- b) The end month shall be three (3) calendar months prior to the 12th month.

4.2 From the start of the 25th month to end of the 36th month calculated as follows:

- a) The base month for the price adjustment shall be three (3) calendar months prior to the 13th month; and
- b) The end month shall be three (3) calendar months prior to 24th month.

5. The average percentage increase in the published index will be calculated using the base month to the end month (both included) divided by the number of months. (12 months totalled/12 to achieve the average for the Foreign Published Index)

Schedule F.2: Certificate of Authority for Partnerships/ Joint Ventures/ Consortiums

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

1. We, the undersigned, are submitting this tender offer as a partnership/ joint venture/ consortium and hereby authorize Mr/Ms _____, of the authorised entity _____, acting in the capacity of Lead Partner, to sign all documents in connection with the tender offer and any contract resulting from it on the partnership/joint venture/ consortium's behalf.

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

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

Note: A copy of the Joint Venture Agreement shall be appended to *List of Other Documents Attached by Tenderer Schedule*.

Schedule F.3: Declaration for Procurement above R10 million

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

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

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

If YES, submit audited annual financial statements:

(i) For the past three years, or

(ii) Since the date of establishment of the tenderer (if established during the past three years)

By attaching such audited financial statements to **List of Other Documents Attached by Tenderer Schedule**.

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

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

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

- 2.2 If YES, provide particulars:

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

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

If YES, insert particulars in the table below including particulars of any material non-compliance or dispute concerning the execution of such contract. Alternatively attach the particulars to **List of Other Documents Attached by Tenderer** schedule in the same format as the table below:

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

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

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

If YES, furnish particulars below

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

Signature

Print name:

On behalf of the tenderer (duly authorised)

Date

Schedule F.4: Preference Points Claim Form In Terms Of the Preferential Procurement Regulations 2022

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 **To be completed by the organ of state**
The applicable preference point system for this tender is the **90/10** preference point system.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
 - (b) Specific Goals.
- 1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
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

The following definitions shall apply to this schedule:

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

POINTS AWARDED FOR PRICE

THE 90/10 PREFERENCE POINT SYSTEMS

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

90/10

$$Ps = 90 \times \left(1 - \frac{(Pt - Pmin)}{Pmin}\right)$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/documentation stated in the conditions of this tender:
- 4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 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 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 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 90/10 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 the 90/10 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	To be Completed by the Organ of State	To be Completed by the Tenderer
	Number of points Allocated (90/10 system)	Number of points claimed (90/10 system)
Gender	3	
Race	3	
Disability	1	
Promotion of Micro and Small Enterprises	3	

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 4.1 and 4.2, the Supplier 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 Supplier, 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.

<i>Signature of Tenderer</i>	<i>Date</i>	<i>Name and Surname</i>	<i>Address</i>

For official use.		
SIGNATURE OF CCT OFFICIALS AT TENDER OPENING		
1.	2.	3.

Schedule F.5: Declaration of Interest – State Employees (MBD 4 amended)

1. No bid will be accepted from:
 - 1.1 persons in the service of the state¹, or
 - 1.2 if the person is not a natural person, of which any director, manager or principal shareholder or stakeholder is in the service of the state, or
 - 1.3 from persons, or entities of which any director, manager or principal shareholder or stakeholder, has been in the service of the City of Cape Town (CCT) during the previous twelve (12) months, or
 - 1.4 from an entity who has employed a former CCT employee who was at a level of T14 or higher at the time of leaving the CCT's employ and involved in any of the CCT's bid committees for the bid submitted, if:
 - 1.4.1 the CCT employee left the CCT's employment voluntarily, during the previous twelve (12) months;
 - 1.5 a person who was a CCT employee, or an entity that employs a CCT employee, if
 - 1.5.1 the CCT employee left the CCT's employment whilst under investigation for alleged misconduct, or
 - 1.5.2 was facing disciplinary action or potential disciplinary action by the CCT, or
 - 1.5.3 was involved in a dispute against the CCT during the previous thirty six (36) months.

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

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

in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars: _____

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars: _____

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? **YES / NO**

3.14.1 If yes, furnish particulars: _____

3.15 Have you, or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company been in the service of the CCT in the past twelve months? **YES / NO**

3.15.1 If yes, furnish particulars: _____

3.16 Do you have any employees who was in the service of the CCT at a level of T14 or higher at the time they left the employ of the CCT, and who was involved in any of the CCT's bid committees for this bid? **YES / NO**

3.16.1 If yes, furnish particulars: _____

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

Full Name	Identity Number	State Employee Number

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

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

Signature

Print name:

Date

On behalf of the tenderer (duly authorised)

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

(a) a member of –

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

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

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

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

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

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

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

Schedule F.6: Conflict of Interest Declaration

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

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

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

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

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

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

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

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

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

The CCT's anti-corruption hotline at 0800 32 31 30 (toll free)

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

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

 Date

Schedule F.7: Declaration of Tenderer's Past Supply Chain Management Practices (MBD 8)

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

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

Item	Question	Yes	No
2.1	Is the tenderer or any of its directors/members listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
2.1.1	If so, furnish particulars:		
2.2	Is the tenderer or any of its directors/members listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or Database of Restricted Suppliers? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
2.2.1	If so, furnish particulars:		
2.3	Was the tenderer or any of its directors/members convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
2.3.1	If so, furnish particulars:		

Item	Question	Yes	No
2.4	Does the tenderer or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
2.4.1	If so, furnish particulars:		
2.5	Was any contract between the tenderer and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
2.5.1	If so, furnish particulars:		

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

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

 Date

Schedule F.8: Authorisation for the Deduction of Outstanding Amounts Owed to the CCT

To: THE CITY MANAGER, City of Cape Town

From: _____
(Name of tenderer)

RE: AUTHORISATION FOR THE DEDUCTION OF OUTSTANDING AMOUNTS OWED TO THE CCT

The tenderer:

- a) hereby acknowledges that according to SCM Regulation 38(1)(d)(i) the City Manager may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the tenderer (or any of its directors/members/partners) to the CCT, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months; and
- b) therefore hereby agrees and authorises the CCT to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the tenderer; and
- c) confirms the information as set out in the tables below for the purpose of giving effect to b) above;

Physical Business address(es) of the tenderer	Municipal Account number(s)	Inside the CCT municipal boundary (Yes/No)

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

Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)	Inside the CCT municipal boundary (Yes/No)

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

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

Date

Schedule F.9: Certificate of Independent Tender Determination
--

I, the undersigned, in submitting this tender number: **112G/2024/25** and tender description: **MANUFACTURE, TESTING, SUPPLY AND DELIVERY OF 12 KV METAL-ENCLOSED RING MAIN UNITS, EXTENSIBLE SWITCHGEAR AND BULK METERING UNITS** in response to the tender invitation made by THE CCT, do hereby make the following statements, which I certify to be true and complete in every respect:

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

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

Signature: _____

Date: _____

Print name: _____

On behalf of the tenderer (duly authorised)

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

Schedule F.10: Proposed Deviations And Qualifications By Tenderer

The Tenderer should record any **proposed** deviations or qualifications they may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such proposed deviations and qualifications in a covering letter attached to his tender and reference such letter in this schedule. Any proposed deviations or qualifications contained in a covering letter which is not referenced in this schedule will not be considered.

The Tenderer's attention is drawn to clause 2.3.7.2 of the Standard Conditions of Tender referenced in the Tender Data regarding the CCT's handling of material deviations and qualifications.

If no deviations or qualifications are proposed, the schedule hereunder is to be marked NIL and signed by the Tenderer.

PAGE	CLAUSE OR ITEM	PROPOSED DEVIATION OR QUALIFICATION

List relevant documentation attached in Schedule F.10 below.

Signature: _____

Date: _____

Print name: _____

On behalf of the tenderer (duly authorised)

Schedule F.11: List of Other Documents Attached By Tenderer
--

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

	Date of Document	Title of Document or Description (refer to clauses / schedules of this tender document where applicable)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		

Attach additional pages if more space is required.

Signature: _____ Date: _____

Print name: _____

On behalf of the tenderer (duly authorised)

Schedule F.12: Record of Addenda to Tender Documents

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

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
Attach additional pages if more space is required.		

Signature: _____

Date: _____

Print name: _____

On behalf of the tenderer (duly authorised)

Schedule F.13: Information to Be Provided With the Tender

The following information must be provided with the Tender:

- a. Schedule 13A – **Schedule of Manufacturer Information**
- b. Schedule 13B – **Schedule of Technical Data**
- c. Schedule 13C – **Schedule of Manufacturer's Experience and Facilities**
- d. Schedule 13D – **Details of Quality System and Manufacturing and After Sales Facilities in South Africa**
- e. Schedule 13E – **Departures from the Requirements of the Specification**
- f. With reference to sections 9, 11, 12, 13 and 14 of the Specification (SF6 Gas Replenishment / Recovery, Drawings and Information, Particulars, Training, and Tests and Inspections) the following are to be attached to the tender document as annexures :
 - i. Drawings and technical documentation
 - ii. Referenced technical datasheets, Manufacturer's brochures and drawings for the items offered;
 - iii. Factory/ Manufacturer Quality Plan
 - iv. Schedule of Type tests and type test certificate cover sheets
 - v. Full details of training proposal
 - vi. OEM Letter of Authority from the Manufacturer, and from the Supplier (where the Tender is not the OEM, where applicable).
 - vii. Full details of SF6 gas recovery programme and detailed quality processes for site repair and gas purging, disposal and scrapping certification
 - viii. All other returnables required in terms of Section 9, 11, 12, 13 and 14 of the Specification but not specifically mentioned above.

SIGNED ON BEHALF OF TENDERER:

Schedule 13A - Schedule of Manufacturer Information

(To be completed by Tenderer)

Item	Description	Manufacturer	Place of Manufacture	Place of Testing and Inspection	Model / Type of Equipment
1	SF6 insulated Ring Main Units				
2	SF6-free insulated Ring Main Units				
3	SF6 insulated Extensible Switchgear				
4	SF6 insulated Recloser Ring Main Units				
5	Outdoor Bulk Metering Units				
6	Outdoor SSEG Bulk Metering Units				
7	Weatherproof kiosks enclosure				
8	Pedestals / Raising bases				
9	Protection relays, RTU, Auxillary equipment for outdoor BMU and outdoor SSEG				
10	Protection Current Transformers				
11	Metering Current Transformers				
12	Metering Voltage Transformers				
13	Earth fault indication equipment				
14	VDIS Equipment				
15	Universal Phase Comparators				

TENDERERS NAME _____

SIGNATURE _____

Schedule 13B - Schedule of Technical Data

ITEM	DESCRIPTION	EQUIPMENT REQUIRED	EQUIPMENT OFFERED		
			Ring Main Units (Incl Recloser RMU)	Extensible Switchgear	O/D Bulk and SSEG Metering Units
1	SF6 Ring Main Units, Extensible Switchgear, and Bulk and SSEG Metering Units				
1.1	Manufacturer	-			
1.2	Equipment type and Model (Identifying name)	-			
1.3	Outdoor Bulk Metering Unit configuration for BMU with single customer circuit (Section 4.9.1 / 4.9.2)	Standard / Compact	XXXX	XXXX	
1.4	Insulation medium	SF6			
1.5	Switch disconnector interrupting medium	SF6			
1.6	Circuit breaker interrupting medium	SF6/Vacuum			
1.7	Rated voltage kV	12			
1.8	Highest voltage kV	13,2			
1.9	Frequency Hz	50			
1.10	Rated short-time withstand current kA	20 for 3s			
1.11	Rated peak withstand current kA	50			
1.12	Rated peak lightning impulse withstand voltage kV	95			
1.13	Rated short-time power frequency withstand rms voltage kV	28			
1.14	Internal arc classification of ring main unit and extensible switchgear (indoor)	AFL 20kA for 0,5s			XXXX
1.15	Internal arc classification of ring main unit and kiosk (outdoor) and outdoor bulk metering unit	AB 20kA for 0,5s		XXXX	
1.16	Rated normal current of busbars A	630			
1.17	Rated normal current of ring main switch disconnector A	630			
1.18	Rated normal current of switch-fuse combination A	200			
1.19	Rated normal current of circuit breaker A	200			
1.20	Rated short circuit breaking current:				
1.20.1	Switch-Disconnector and Circuit breaker kA	20			
1.20.2	Switch-fuse combination kA	20			
1.21	Rated short circuit making current (all modules) kA _p	50			

ITEM	DESCRIPTION	EQUIPMENT REQUIRED	EQUIPMENT OFFERED		
			Ring Main Units (Incl Recloser RMU)	Extensible Switchgear	O/D Bulk and SSEG Metering Units
1.22	Integral cable earthing switch:				
1.22.1	ring main switch-disconnector	YES	YES/NO*	YES/NO*	YES/NO*
1.22.2	switch-fuse combination	YES	YES/NO*	YES/NO*	YES/NO*
1.22.3	circuit breaker	YES	YES/NO*	YES/NO*	YES/NO*
1.23	Making capacity of ring main switch earthing switch kA _p	50			
1.24	Making capacity of switch-fuse earthing switch kA _p	50			
1.25	Switch disconnector Class	E2 M1			
1.26	Circuit breaker Class (all but Recloser RMU)	E2 M1 C2			
1.27	Circuit breaker Class (Recloser RMU)	E2 M2 C2		XXXX	XXXX
1.28	Circuit breaker rated operating sequence (all but Recloser RMU)	O-t-CO-t-CO t = 3 min			
1.29	Circuit breaker rated operating sequence (Recloser RMU)	O-t ₁ -CO-t ₂ -CO t ₁ = 0.3 sec t ₂ = 3 min		XXXX	XXXX
1.30	Circuit breaker First-pole-to-clear factor	1,5			
1.31	Integral cable test facilities:				
1.31.1	ring main switch-disconnector	YES	YES/NO*	YES/NO*	YES/NO*
1.31.2	switch-fuse	Preferred	YES/NO*	YES/NO*	YES/NO*
1.31.3	circuit breaker	Preferred	YES/NO*	YES/NO*	YES/NO*
1.32	Busbars Arrangements:				
1.32.1	Extensible busbars – Ring main units	NO	YES/NO*	XXXX	XXXX
1.32.2	Extensible busbars – Extensible switchgear	YES	XXXX	YES/NO*	XXXX
1.32.3	Extensible busbars – Outdoor Bulk Metering Units	-	XXXX	XXXX	YES/NO*
1.32.4	Type of busbar extensions (Indoor Extensible Switchgear)	Busbar coupling / External busbar	XXXX		XXXX
1.32.5	Type of busbar extensions (Outdoor Standard BMU, if applicable)	Busbar coupling / External busbar	XXXX	XXXX	
1.33	Partition class	PM			
1.34	Loss of service continuity category	LSC1			
1.35	Minimum degree of protection <u>(MV compartments)</u>	IP 4X			

ITEM	DESCRIPTION	EQUIPMENT REQUIRED	EQUIPMENT OFFERED		
			Ring Main Units (Incl Recloser RMU)	Extensible Switchgear	O/D Bulk and SSEG Metering Units
1.36	Accessibility of Compartments:				
1.36.1	Gas insulated switch compartment	Non-accessible			
1.36.2	Air insulated fuse compartment	Interlock-controlled			
1.36.3	Air insulated metering compartment – Metering Module	Interlock-controlled	XXXX		XXXX
1.36.4	Air insulated metering compartment – O/D Bulk Metering Unit and SSEG BMU	Preferrably Interlock-controlled Tool-based alternatively	XXXX	XXXX	
1.36.4	Cable compartment	Interlock-controlled			
1.36.5	Cable test facility compartment	Interlock-controlled			
1.37	Fuse links to be supplied with ring main units and extensible sw/gr	NO	YES/NO*	YES/NO*	YES/NO*
1.38	Dimensions of air insulated fuse link carrier:				
1.38.1	Fuse Length (min) mm	-			
1.38.2	Fuse Length (max) mm	-			
1.38.3	Fuse Diameter (max) mm	-			
1.39	Fuse profile	DIN 43625			
1.39.1	Fuse length mm	442			
1.39.2	Fuse rating (max) A	125			XXXX
1.39.3	Fuse rating (Compact outdoor BMU with VTs, where applicable) A	-		XXXX	
1.40	Min specific creepage in fuse carrier (if free breathing) mm/kV	25			
1.41	Fuse catalogue reference	-			
1.42	Maximum test voltage kV _{dc}	19			
1.43	Maximum test voltage kV _{ac}	13			
1.44	Extension probes required for over voltage test	-	YES/NO*	YES/NO*	YES/NO*
1.45	Units lockable with padlocks with shackle size:				
1.45.1	RMU / Switchgear Controls mm	5	YES/NO*	YES/NO*	YES/NO*
1.45.2	RMU / Switchgear Weatherproof Cubicle Doors mm	8	YES/NO*	YES/NO*	YES/NO*

ITEM	DESCRIPTION	EQUIPMENT REQUIRED	EQUIPMENT OFFERED		
			Ring Main Units (Incl Recloser RMU)	Extensible Switchgear	O/D Bulk and SSEG Metering Units
1.46	Mass of units complete with SF6 and operating mechanism				
1.46.1	Indoor RMU; 3-way kg	-		XXXX	XXXX
1.46.2	Indoor RMU; 4-way kg	-		XXXX	XXXX
1.46.3	Indoor extensible switchgear; dual module kg	-	XXXX		XXXX
1.46.4	Indoor extensible switchgear; single module kg	-	XXXX		XXXX
1.46.5	Indoor extensible switchgear; metering module kg	-	XXXX		XXXX
1.46.6	Outdoor RMU; 3-way, complete with kiosk kg	-		XXXX	XXXX
1.46.7	Outdoor RMU; 4-way, complete with kiosk kg	-		XXXX	XXXX
1.46.8	Outdoor RMU; 5-way, complete with kiosk kg	-		XXXX	XXXX
1.46.9	Outdoor Recloser RMU; 3-way, complete with kiosk kg			XXXX	XXXX
1.46.10	Outdoor Bulk Metering Unit: 1 customer circuit kg	-	XXXX	XXXX	
1.46.11	Outdoor Bulk Metering Unit; 2 customer circuits kg		XXXX	XXXX	
1.46.12	Outdoor SSEG Bulk Metering Unit; 1 customer circuit kg	-	XXXX	XXXX	
1.47	Volume of SF6 in complete unit			XXXX	XXXX
1.47.1	Indoor RMU; 3-way ℓ	-		XXXX	XXXX
1.47.2	Indoor RMU; 4-way ℓ	-		XXXX	XXXX
1.47.3	Indoor extensible switchgear; dual module ℓ	-	XXXX		XXXX
1.47.4	Indoor extensible switchgear; single module ℓ	-	XXXX		XXXX
1.47.5	Indoor extensible switchgear; metering module ℓ	-	XXXX		XXXX
1.47.6	Outdoor RMU; 3-way, complete with kiosk ℓ	-		XXXX	XXXX
1.47.7	Outdoor RMU; 4-way, complete with kiosk ℓ	-		XXXX	XXXX
1.47.8	Outdoor RMU; 5-way, complete with kiosk ℓ	-		XXXX	XXXX
1.47.9	Outdoor Recloser RMU; 3-way, complete with kiosk ℓ		XXXX	XXXX	
1.47.10	Outdoor Bulk Metering Unit; 1 customer circuit ℓ		XXXX	XXXX	
1.47.11	Outdoor Bulk Metering Unit; 2 customer circuits ℓ		XXXX	XXXX	
1.47.12	Outdoor SSEG Bulk Metering Unit; 1 customer circuit ℓ	-	XXXX	XXXX	
1.48	Lifting facilities provided	YES	YES/NO*	YES/NO*	YES/NO*

ITEM	DESCRIPTION	EQUIPMENT REQUIRED	EQUIPMENT OFFERED		
			Ring Main Units (Incl Recloser RMU)	Extensible Switchgear	O/D Bulk and SSEG Metering Units
1.49	Dimensions of cable boxes:				
1.49.1	Height mm	-			
1.49.2	Depth mm	-			
1.49.3	Width mm	-			
1.50	Distance between cable support clamp and cable bushing centres (switch disconnecter and switch-fuse combination) mm	800mm SANS 876			
1.51	Distance between cable support clamp and cable bushing centres (circuit breaker with OC current transformers around MV bushings where applicable) mm	800mm SANS 876			
1.52	Distance between cable support clamp and cable bushing centres (circuit breaker with OC current transformers in the cable box compartment where applicable) mm	950mm SANS 876			
1.53	Distance between cable support clamp and cable bushing centres (circuit breaker with OC and metering current transformers installed with Type 5 screened connectors) mm	950mm SANS 876	XXXX	XXXX	
1.54	Cable support clamps suitable for 3-core 35 mm ² - 240 mm ² PILC DSTA cable	YES	YES/NO*	YES/NO*	YES/NO*
1.55	Distance between cable bushing centres mm	SANS 876			
1.56	Distance from cable bushing connection to nearest earthed metal mm	SANS 876			
1.57	Cable Box Gland Plate (Indoor Units)				
1.57.1	Gland plate provided	YES	YES/NO*	YES/NO*	XXXX
1.57.2	Gland plate IAC type tested	YES	YES/NO*	YES/NO*	XXXX
1.57.3	Gland plate suitable for assembly around installed cable	YES	YES/NO*	YES/NO*	XXXX
1.57.4	Gland plate split	YES	YES/NO*	YES/NO*	XXXX
1.57.5	Means of provision of seal between gland plate and cable	Range taking grommet			XXXX
1.58	Switchgear material details:				
1.58.1	Type of material: Main Switch Tank	-			
1.58.2	Material thickness: Main Switch Tank mm	-			
1.58.3	Type of material: Sheet Steel Work	-			
1.58.4	Material thickness: Sheet Steel Work mm	-			
1.58.5	Corrosion protection method: Sheet Steel Work	-			
1.58.6	Type of material: Pedestal / Raising Base (Indoor)	-			
1.58.7	Material thickness: Pedestal / Raising Base mm	-			

ITEM	DESCRIPTION	EQUIPMENT REQUIRED	EQUIPMENT OFFERED		
			Ring Main Units (Incl Recloser RMU)	Extensible Switchgear	O/D Bulk and SSEG Metering Units
1.58.8	Overall height: Pedestal / Raising Base mm	-			
1.59	Transit and storage bushing covers provided	YES	YES/NO*	YES/NO*	YES/NO*

ITEM	DESCRIPTION	EQUIPMENT REQUIRED	EQUIPMENT OFFERED		
			Ring Main Units (Incl Recloser RMU)	Extensible Switchgear	O/D Bulk and SSEG Metering Units
2.	Protection Relays (Self Powered Relays for Circuit Breaker Modules other than Outdoor Recloser RMUs and Outood SSEG BMUs)				
2.1	Relay Make and Model	-			
2.2	Relay overcurrent characteristics	DT, NI, VI, EI			
2.3	Relay earth fault characteristics	DT, NI, VI, EI			
2.4	Current transformer relays: Overcurrent setting range	20 – 140% I _n , 2.5% steps			
2.5	Current transformer relays: Earth fault setting range	10 – 100% I _n , 2.5% steps			
2.6	IDMTL Time multiplier settings	Min 0,05, 0,01 steps			
2.7	DT Time settings	Inst, 0,04 s – 1s, 0,05 s steps			
2.8	Minimum Primary Current for full relay functionality % I _n	-			
2.9	Relay “Wake-Up” time, CB closed onto fault ms	-			
2.10	Total time to trip: CB closed on fault (relay not “awake”), at settings:				
2.10.1	IDMT, NI Curve, 2 x I _n , 0,1 time multiplier ms	-			
2.10.2	DT, 10 x I _n , Instantaneous ms	-			
2.11	Total time to trip: fault while on load (relay “awake”), at settings:				
2.11.1	IDMT, NI Curve, 2 x I _n , 0,1 time multiplier ms	-			
2.11.2	DT, 10 x I _n , Instantaneous ms	-			
2.12	Trip indication	LED / HMI; pickup, I>/I>> trip per phase, I _o >/ I _o >> trip			
2.13	Trip indication manually resettable off-load	YES	YES/NO*	YES/NO*	YES/NO*
2.14	Protection relay fitted with electronic HMI	YES	YES/NO*	YES/NO*	YES/NO*
2.15	Load current indication per phase	YES	YES/NO*	YES/NO*	YES/NO*
2.16	Event and fault history record buffer	YES	YES/NO*	YES/NO*	YES/NO*
2.17	Number of fault events / disturbances recorded	2 (minimum)			
2.18	HMI back-up battery type (where applicable)	-			
2.19	HMI back-up battery minimum service life yr	10			
2.20	HMI minimum normal functionality duration (no CT / off-load / fault) h	72			

ITEM	DESCRIPTION	EQUIPMENT REQUIRED	EQUIPMENT OFFERED		
			Ring Main Units (Incl Recloser RMU)	Extensible Switchgear	O/D Bulk and SSEG Metering Units
2.21	Standard protection relay IP rating, as installed	IP54			
3	Protection Current Transformers				
3.1	Means of current measurement	CTs			
3.2	CT Make and designation	-			
3.3	CT fully compliant to SANS / IEC 61869-2	YES	YES/NO*	YES/NO*	YES/NO*
3.4	CT Mounting Position	Bushing / Cable Tail			
3.5	CT Ratio A	100/200/1			
3.6	CT Class and accuracy limit factor	5P10			
3.7	CT Rated burden VA	2,5			
3.8	CT Short time current rating kA for 1 s	20			
4	Metering Current Transformers				
4.1	Ratio A	200/100/1	XXXX		
4.2	Rated burden VA	10	XXXX		
4.3	Class	0.5S	XXXX		
4.4	Instrument Security Factor	FS 10	XXXX		
4.5	Short-time thermal current withstand (I_{th}) kA for 1 s	20	XXXX		
4.6	Metering CT secondary wiring size mm ²	4	XXXX		
4.7	Metering CT type – Extensible switchgear metering module	Block / Ring-core CTs	XXXX		XXXX
4.8	Metering CT type – Standard Outdoor bulk metering unit (Where applicable)	Block / Ring-core CTs	XXXX	XXXX	
4.9	Metering CT type – Compact Outdoor bulk metering unit (Where applicable)	Ring-core CTs	XXXX	XXXX	
4.10	Dual-core Metering / Protection CTs (Standard bulk metering unit)? (Where applicable)	-	XXXX	XXXX	YES/NO*
4.11	Dual-core Metering / Protection CTs (Compact bulk metering unit)? (Where applicable)	-	XXXX	XXXX	YES/NO*
5	Metering Voltage Transformers				
5.1	Ratio V	$\frac{11000}{\sqrt{3}} / \frac{110}{\sqrt{3}}$	XXXX		
5.2	Rated burden VA	25	XXXX		
5.3	Accuracy Class	0.5	XXXX		

ITEM	DESCRIPTION	EQUIPMENT REQUIRED	EQUIPMENT OFFERED		
			Ring Main Units (Incl Recloser RMU)	Extensible Switchgear	O/D Bulk and SSEG Metering Units
5.4	Accuracy range	SANS 61869-3	XXXX		
5.5	Voltage factor continuous 30 s	1,2 1,9	XXXX		
5.6	Short-circuit withstand capability (1 s) kA	SANS 61869-3	XXXX		
5.7	VT Tertiary (Residual) winding provided	Yes	XXXX	YES/NO*	YES/NO*
5.8	VT Protection circuitry (Protector) provided	Yes	XXXX	YES/NO*	YES/NO*
5.9	VT MV fuse rating A	-	XXXX		
5.10	VT MV fuse make and type	-	XXXX		
6	Earth Fault Indicators			XXXX	
6.1	Earth fault indicator Make	-		XXXX	
6.2	Earth fault indicator Type and Model	-		XXXX	
6.3	Earth Fault Indicator Sensitivity A	$25 < I_e < 50$		XXXX	
6.4	Earth fault indicator resetting	Automatic <u>and</u> Manual		XXXX	
6.5	Automatic resetting time delay hr	8		XXXX	
6.6	Earth fault indicator power source	Battery		XXXX	
6.7	Earth fault indicator battery life yrs	-		XXXX	
6.8	Remote indicator provided on kiosk for outdoor equipment	YES	YES/NO*	XXXX	YES/NO*
7	Cable Live Indication and Electrical Phasing Facilities				
7.1	Equipment make	-			
7.2	Equipment model / type	-			
7.3	Equipment VDIS compliant in accordance with SANS 62271-213	YES	YES/NO*	YES/NO*	YES/NO*
7.4	Permanent 3 phase facilities	YES	YES/NO*	YES/NO*	YES/NO*
8	Phase Comparators				
8.1	Equipment make	-			
8.2	Equipment model / type	-			
8.3	Universal Phase Comparators in accordance with SANS 62271-213	YES	YES/NO*	YES/NO*	YES/NO*

ITEM	DESCRIPTION	EQUIPMENT REQUIRED	EQUIPMENT OFFERED		
			Ring Main Units (Incl Recloser RMU)	Extensible Switchgear	O/D Bulk and SSEG Metering Units
9	Internal combined Protection, SCADA, Auxillary supply and Control Compartment (PSAC) for Outdoor Recloser RMUs and SSEG BMUs units only				
9.1	IED Protection Relay and associated red, white and blue single phase screened VTs proved. The VTs shall be adequately rated to supply all associated loading requirements.	YES	YES/NO*	XXXX	YES/NO*
9.2	SCADA and telecoms equipment provided (RTU, Power Coupler, Digital Input and Output modules, DC Analog Input Module, RF Radio, Dome arial etc.)	YES	YES/NO*	XXXX	YES/NO*
9.3	Control and auxiliary equipment provided (AC and DC MCBs etc.)	YES	YES/NO*	XXXX	YES/NO*
9.4	Suitably sized 24V DC Battery Charger Unit with 8 hour capability for protection, SCADA, telecoms and motor requirements provided. The Battery Charger Unit and cells is to be powered by the VT mounted behind the switch-fuse unit in the RMU compartment.	YES	YES/NO*	XXXX	YES/NO*
9.5	Anti-Condensation Dehumidifier units, AC plug and light etc.	YES	YES/NO*	XXXX	YES/NO*
9.6	PSAC Compartment position	Right Hand Side	YES/NO*	XXXX	YES/NO*
9.7	Metering Compartment position (Where require)	Left Hand Side	XXXX	XXXX	YES/NO*
9.8	Minimum degree of protection – PSAC Compartment	IP 54	YES/NO*	XXXX	YES/NO*
9.9	Dimension for the PSAC Compartment			XXXX	
9.9.1	Height mm	-		XXXX	
9.9.2	Depth mm	-		XXXX	
9.9.3	Width mm	-		XXXX	
9.10	Lockable Local (Off)/Remote switch installed in the MV compartment on the RMU wired to the RMU switching function motors and to the Protection relay and RTU for monitoring and control	YES	XXXX	XXXX	YES/NO*
9.11	Lockable ARC On/Off switch installed in the MV compartment on the RMU wired to the protection relay and RTU for monitoring and control	YES	YES/NO*	XXXX	XXXX
9.12	Lockable SEF On/Off switch installed in the MV compartment on the RMU wired to the protection relay and RTU for monitoring and control	YES	YES/NO*	XXXX	XXXX
9.13	All motors, wiring, trunking, cable clamps and terminal strips for RMU modules, marshalling, Protection relay, AC VT mains power, DC auxiliary power	YES	YES/NO*	XXXX	YES/NO*
10	Protection, SCADA, Auxillary supply and Control (PSAC) offered for Outdoor Recloser RMUs and outdoor SSEG BMUs units				
10.1	Protection relay for Recloser unit SEL 751A Ordering code 751A12B3B1B0X840201 or equivalent; a) 24V DC; b) Auto-reclose; c) Copper Ethernet Port; d) No IEC61850; e) No VT inputs; f) 1A Phase and 50mA Neutral current inputs	YES		XXXX	XXXX

ITEM	DESCRIPTION	EQUIPMENT REQUIRED	EQUIPMENT OFFERED		
			Ring Main Units (Incl Recloser RMU)	Extensible Switchgear	O/D Bulk and SSEG Metering Units
	50mA Neutral current input shall be utilised for Sensitive Earth Fault – High Impedance Fault protection - IDMT Normal Inverse and Definite Time Earth Fault Overcurrent and Earth Fault protection required g) 14 Binary Inputs; h) 6 Binary Outputs; i) Conformal coating (due to installation environment)				
10.2	Protection relay for outdoor SSEG unit SEL 751A Ordering code 751A02B3B1B74810201 or equivalent. a) 24V DC; b) Copper Ethernet Port; c) No IEC61850; d) 1A Phase and Neutral current inputs; - IDMT Normal Inverse and Definite Time Earth Fault Overcurrent and Earth Fault protection required e) 14 Binary Inputs; f) 6 Binary Outputs; g) 3 Voltage inputs – range up to 300VAC - Three Voltage based frequency elements i.e. Over/Under frequency, Rate of Change of Frequency (ROCOF) and Fast Rate-of-Change-of-Frequency h) Circuit live detection for live line close block functionality using the VDIS i) Conformal coating (due to installation environment)	YES	XXXX	XXXX	
10.3	Circuit live detection for live line close block functionality using the VDIS	YES	XXXX	XXXX	YES/NO*
10.4	1 x SEL – 2242 10 Slot Backplane/Chassis - Part Number 2242R1X1 or equivalent	YES		XXXX	
10.5	1 x SEL - 2241 RTAC CPU - Part Number 2241#867G or equivalent	YES		XXXX	
10.6	1 x SEL - 2243 Power Coupler - Part Number 224321X1 or equivalent	YES		XXXX	
10.7	2 x SEL - 2244-2 Digital Input Module - Part Number 22442121X1 or equivalent	YES		XXXX	
10.8	1 x SEL - 2244-3 Digital Output Module - Part Number 22443131X1 or equivalent	YES		XXXX	
10.8	1 x SEL - 2245-2 DC Analog Input Module – Part Number 22452121XX1 or equivalent	YES		XXXX	
10.9	1 x GE MDS SD4 UHF Radio 450 – 512 MHz with dome anti-vandal antenna	YES		XXXX	
10.9	Suitably sized 24V DC Battery Charger Unit and cells with 8 hour capability	YES		XXXX	
10.10	Anti-humidity unit	YES		XXXX	
10.11	Red, White and Blue single phase screened VTs adequately rated to supply all associated loading requirements. VA/each	YES		XXXX	

ITEM	DESCRIPTION	EQUIPMENT REQUIRED	EQUIPMENT OFFERED		
			Ring Main Units (Incl Recloser RMU)	Extensible Switchgear	O/D Bulk and SSEG Metering Units
11	LV Metering Compartment (outdoor BMU and outdoor SSEG BMU)				
11.1	LV metering Compartment position	External compartment accessible from Left Hand Side of weatherproof kiosk	XXXX	XXXX	
11.2	LV Metering Compartment clear internal depth (measured between backing board and inner extent of locking mech, locking mech rods and flanges, hinges or other hardware mounted on the metering compartment doors) mm	200(d)	XXXX	XXXX	
11.3	LV Metering Compartment backing board size:		XXXX	XXXX	
11.3.1	Single feeder outdoor BMU mm	550(h)x300(w)	XXXX	XXXX	
11.3.2	Two feeder compact outdoor BMU mm	550(h)x600(w)	XXXX	XXXX	
11.4	LV Metering Compartment equipment backing board material	20mm Blockboard or equivalent	XXXX	XXXX	
11.5	Minimum degree of protection – LV Metering Compartment	IP 44	XXXX	XXXX	

* Delete whichever is not applicable.

TENDERERS NAME _____ SIGNATURE _____

Schedule 13B: Schedule of Technical Data (Cont'd)

ITEM	DESCRIPTION	EQUIPMENT REQUIRED	EQUIPMENT OFFERED
9	Weatherproof Kiosks		
9.1	Material type	3CR12	
9.2	Material thickness (3CR12) mm	3 mm	
9.3	Overall Dimensions - RMU Kiosks:		
9.3.1	Height mm	-	
9.3.2	Depth (front to back) mm	-	
9.3.3	Width (3-Way kiosk) mm	-	
9.3.4	Width (4-Way kiosk) mm	-	
9.3.5	Width (5-Way kiosk) mm	-	
9.3	Overall Dimensions – Outdoor Bulk Metering Unit Kiosks:		
9.3.1	Height mm	-	
9.3.2	Depth (front to back) mm	-	
9.3.3	Width (BMUs with single customer circuit) mm	-	
9.3.4	Width (BMUs with two customer circuits) mm	-	
9.4	Weatherproof Kiosk base frame fully compatible with dimensions and MV cable cut-out of specified concrete plinths?		
9.4.1	3-Way outdoor RMU	YES	YES/NO*
9.4.2	4-Way outdoor RMU	YES	YES/NO*
9.4.3	5-Way outdoor RMU	YES	YES/NO*
9.4.4	3-Way outdoor Recloser RMU	YES	YES/NO*
9.4.5	Outdoor Bulk Metering Unit (Standard) – 1 Customer circuit (where offered)	YES	YES/NO*
9.4.6	Outdoor Bulk Metering Unit (Compact) – 1 Customer circuit (where offered)	YES	YES/NO*
9.4.7	Outdoor Bulk Metering Unit (Compact) – 2 Customer circuits	YES	YES/NO*
9.4.8	Outdoor SSEG Bulk Metering Unit (Compact)	YES	YES/NO*
9.5	Lifting facilities provided?	YES	YES/NO*
9.6	Minimum degree of protection – weatherproof kiosk	IP 44	YES/NO*
9.7	Recessed doors on Weatherproof Kiosks fully in accordance with specified requirements?	YES	YES/NO*
9.8	Three point locking mechanism on kiosk doors	YES	YES/NO*
9.9	Corrosion protection method	Epoxy powder coating 50 µm Avocado C12	

10	Equipment Supporting Documentation		
10.1	Type Test Schedule (Detailing all completed type tests, per tender item) Included with Tender, as specified	YES	YES/NO*
10.2	Copies of cover sheets, results summaries and tested equipment details included for all type tests, as specified	YES	YES/NO*
10.3	Dimensioned GA, Section and Detail Drawings included as specified	YES	YES/NO*
10.4	Installation instructions and IAC installation requirements included, as specified	YES	YES/NO*
11	Manufacturer's guarantee months	12	YES/NO*

* Delete whichever is not applicable.

TENDERERS NAME _____ SIGNATURE _____

Schedule 13B: Schedule of Technical Data (Cont'd)

ITEM	DESCRIPTION	EQUIPMENT REQUIRED	EQUIPMENT OFFERED Outdoor Ring Main Units (Items 12-14)
1	SF6-free Ring Main Units		
1.1	Manufacturer	-	
1.2	Equipment type and Model (Identifying name)	-	
1.4	Insulation medium	SF6-Free	
1.5	Switch disconnecter interrupting medium	SF6-Free	
1.6	Circuit breaker interrupting medium	Vacuum	
1.7	Rated voltage kV	12	
1.8	Highest voltage kV	13,2	
1.9	Frequency Hz	50	
1.10	Rated short-time withstand current kA	20 for 3s	
1.11	Rated peak withstand current kA	50	
1.12	Rated peak lightning impulse withstand voltage kV	95	
1.13	Rated short-time power frequency withstand rms voltage kV	28	
1.14	Internal arc classification of ring main unit and extensible switchgear (indoor)	AFL 20kA for 0,5s	
1.15	Internal arc classification of ring main unit and kiosk (outdoor) and outdoor bulk metering unit	AB 20kA for 0,5s	
1.16	Rated normal current of busbars A	630	
1.17	Rated normal current of ring main switch disconnecter A	630	
1.18	Rated normal current of switch-fuse combination A	200	
1.19	Rated normal current of circuit breaker A	200	
1.20	Rated short circuit breaking current:		
1.20.1	Switch-Disconnecter and Circuit breaker kA	20	
1.20.2	Switch-fuse combination kA	20	
1.21	Rated short circuit making current (all modules) kA _p	50	
1.22	Integral cable earthing switch:		
1.22.1	ring main switch-disconnector	YES	YES/NO*
1.22.2	switch-fuse combination	YES	YES/NO*
1.22.3	circuit breaker	YES	YES/NO*
1.23	Making capacity of ring main switch earthing		

ITEM	DESCRIPTION	EQUIPMENT REQUIRED	EQUIPMENT OFFERED Outdoor Ring Main Units (Items 12-14)
	switch kA _p	50	
1.24	Making capacity of switch-fuse earthing switch kA _p	50	
1.25	Switch disconnecter Class	E2 M1	
1.26	Circuit breaker Class	E2 M1 C2	
1.28	Circuit breaker rated operating sequence (all but Recloser RMU)	O-t-CO-t-CO t = 3 min	
1.30	Circuit breaker First-pole-to-clear factor	1,5	
1.31	Integral cable test facilities:		
1.31.1	ring main switch-disconnector	YES	YES/NO*
1.31.2	switch-fuse	Preferred	YES/NO*
1.31.3	circuit breaker	Preferred	YES/NO*
1.32	Busbars Arrangements:		
1.32.1	Extensible busbars	-	YES/NO*
1.33	Partition class	PM	
1.34	Loss of service continuity category	LSC1	
1.35	Minimum degree of protection <u>(MV compartments)</u>	IP 4X	

ITEM	DESCRIPTION	EQUIPMENT REQUIRED	EQUIPMENT OFFERED Outdoor Ring Main Units (Items 12-14)
1.36	Accessibility of Compartments:		
1.36.1	Sealed switch compartment	Non-accessible	
1.36.2	Air insulated fuse compartment	Interlock-controlled	
1.36.4	Cable compartment	Interlock-controlled	
1.36.5	Cable test facility compartment	Interlock-controlled	
1.37	Fuse links to be supplied with ring main units	NO	
1.38	Dimensions of air insulated fuse link carrier:		
1.38.1	Fuse Length (min) mm	-	
1.38.2	Fuse Length (max) mm	-	
1.38.3	Fuse Diameter (max) mm	-	
1.39	Fuse profile	DIN 43625	
1.39.1	Fuse length mm	442	
1.39.2	Fuse rating (max) A	125	
1.39.3	Fuse rating (Compact outdoor BMU with VTs, where applicable) A	-	
1.40	Min specific creepage in fuse carrier (if free breathing) mm/kV	25	
1.41	Fuse catalogue reference	-	
1.42	Maximum test voltage kV _{dc}	19	
1.43	Maximum test voltage kV _{ac}	13	
1.44	Extensaion protebes required for over voltage test	-	YES/NO*
1.45	Units lockable with padlocks with shackle size:	-	-
1.45.1	RMU / Switchgear Controls mm	5	YES/NO*
1.45.2	RMU / Switchgear Weatherpoof Cubicle Doors mm	8	YES/NO*
1.46	Mass of units complete with SF6-free insulation medium and operating mechanism	-	-
1.46.1	Outdoor RMU; 3-way, ring main unit comprising 3 switch-disconnectors, enclosed within a weatherproof kiosk kg	-	
1.46.2	Outdoor RMU; 3-way, comprising 2 switch-disconnectors and 1 switch-fuse combination, enclosed within a weatherproof kiosk kg	-	
1.46.3	Outdoor RMU; 3-way, comprising 2 switch-disconnectors and 1 circuit breaker, enclosed within a weatherproof kiosk kg	-	
1.47	Lifting facilities provided	YES	YES/NO*

ITEM	DESCRIPTION	EQUIPMENT REQUIRED	EQUIPMENT OFFERED Outdoor Ring Main Units (Items 12-14)
1.48	Dimensions of cable boxes:		
1.48.1	Height mm	-	
1.48.2	Depth mm	-	
1.48.3	Width mm	-	
1.49	Distance between cable support clamp and cable bushing centres (switch disconnecter and switch-fuse combination) mm	800mm SANS 876	
1.50	Distance between cable support clamp and cable bushing centres (circuit breaker with OC current transformers around MV bushings where applicable) mm	800mm SANS 876	
1.51	Distance between cable support clamp and cable bushing centres (circuit breaker with OC current transformers in the cable box compartment where applicable) mm	950mm SANS 876	
1.52	Distance between cable support clamp and cable bushing centres (circuit breaker with OC and metering current transformers installed with Type 5 screened connectors) mm	950mm SANS 876	XXXX
1.53	Cable support clamps suitable for 3-core 35 mm ² - 240 mm ² PILC DSTA cable	YES	YES/NO*
1.54	Distance between cable bushing centres mm	SANS 876	
1.55	Distance from cable bushing connection to nearest earthed metal mm	SANS 876	
1.56	Cable Box Gland Plate (Indoor Units)		
1.56.1	Gland plate provided	YES	YES/NO*
1.56.2	Gland plate IAC type tested	YES	YES/NO*
1.56.3	Gland plate suitable for assembly around installed cable	YES	YES/NO*
1.56.4	Gland plate split	YES	YES/NO*
1.56.5	Means of provision of seal between gland plate and cable	Range taking grommet	
1.57	Switchgear material details:		
1.57.1	Type of material: Main Switch Tank	-	
1.57.2	Material thickness: Main Switch Tank mm	-	
1.57.3	Type of material: Sheet Steel Work	-	
1.57.4	Material thickness: Sheet Steel Work mm	-	
1.57.5	Corrosion protection method: Sheet Steel Work	-	
1.57.6	Type of material: Pedestal / Raising Base (Indoor)	-	
1.57.7	Material thickness: Pedestal / Raising Base mm	-	
1.57.8	Overall height: Pedestal / Raising Base mm	-	
1.58	Transit and storage bushing covers provided	YES	YES/NO*

ITEM	DESCRIPTION	EQUIPMENT REQUIRED	EQUIPMENT OFFERED Outdoor Ring Main Units (Items 12-14)
2.	Protection Relays (Self Powered Relays for Circuit Breaker Modules other than Recloser RMUs and SSEG BMUs)		
2.1	Relay Make and Model	-	
2.2	Relay overcurrent characteristics	DT, NI, VI, EI	
2.3	Relay earth fault characteristics	DT, NI, VI, EI	
2.4	Current transformer relays: Overcurrent setting range	20 – 140% I_n , 2.5% steps	
2.5	Current transformer relays: Earth fault setting range	10 – 100% I_n , 2.5% steps	
2.6	IDMTL Time multiplier settings	Min 0,05, 0,01 steps	
2.7	DT Time settings	Inst, 0,04 s – 1s, 0,05 s steps	
2.8	Minimum Primary Current for full relay functionality % I_n	-	
2.9	Relay “Wake-Up” time, CB closed onto fault ms	-	
2.10	Total time to trip: CB closed on fault (relay not “awake”), at settings:		
2.10.1	IDMT, NI Curve, 2 x I_n , 0,1 time multiplier ms	-	
2.10.2	DT, 10 x I_n , Instantaneous ms	-	
2.11	Total time to trip: fault while on load (relay “awake”), at settings:		
2.11.1	IDMT, NI Curve, 2 x I_n , 0,1 time multiplier ms	-	
2.11.2	DT, 10 x I_n , Instantaneous ms	-	
2.12	Trip indication	LED / HMI; pickup, $I > I_{set}$ trip per phase, $I_o > I_o$ >> trip	
2.13	Trip indication manually resettable off-load	YES	YES/NO*
2.14	Protection relay fitted with electronic HMI	YES	YES/NO*
2.15	Load current indication per phase	YES	YES/NO*
2.16	Event and fault history record buffer	YES	YES/NO*
2.17	Number of fault events / disturbances recorded	2 (minimum)	
2.18	HMI back-up battery type (where applicable)	-	
2.19	HMI back-up battery minimum service life yr	10	
2.20	HMI minimum normal functionality duration (no CT / off-load / fault) h	72	
2.21	Standard protection relay IP rating, as installed	IP54	
3	Protection Current Transformers		

ITEM	DESCRIPTION	EQUIPMENT REQUIRED	EQUIPMENT OFFERED Outdoor Ring Main Units (Items 12-14)
3.1	Means of current measurement	CTs	
3.2	CT Make and designation	-	
3.3	CT fully compliant to SANS / IEC 61869-2	YES	YES/NO*
3.4	CT Mounting Position	Bushing / Cable Tail	
3.5	CT Ratio A	100/200/1	
3.6	CT Class and accuracy limit factor	5P10	
3.7	CT Rated burden VA	2,5	
3.8	CT Short time current rating kA for 1 s	20	
6	Earth Fault Indicators		
6.1	Earth fault indicator Make	-	
6.2	Earth fault indicator Type and Model	-	
6.3	Earth Fault Indicator Sensitivity A	$25 < I_e < 50$	
6.4	Earth fault indicator resetting	Automatic <u>and</u> Manual	
6.5	Automatic resetting time delay hr	8	
6.6	Earth fault indicator power source	Battery	
6.7	Earth fault indicator battery life yrs	-	
6.8	Remote indicator provided on kiosk for outdoor equipment	YES	YES/NO*
7	Cable Live Indication and Electrical Phasing Facilities		
7.1	Equipment make	-	
7.2	Equipment model / type	-	
7.3	Equipment VDIS compliant in accordance with SANS 62271-213	YES	YES/NO*
7.4	Permanent 3 phase facilities	YES	YES/NO*
8	Phase Comparators		
8.1	Equipment make	-	
8.2	Equipment model / type	-	
8.3	Universal Phase Comparators in accordance with SANS 62271-213	YES	YES/NO*

* Delete whichever is not applicable.

TENDERERS NAME _____ SIGNATURE _____

Schedule 13B: Schedule of Technical Data (Cont'd)

ITEM	DESCRIPTION	EQUIPMENT REQUIRED	EQUIPMENT OFFERED
9	Weatherproof Kiosks		
9.1	Material type	3CR12	
9.2	Material thickness (3CR12) mm	3 mm	
9.3	Overall Dimensions - RMU Kiosks:		
9.3.1	Height mm	-	
9.3.2	Depth (front to back) mm	-	
9.3.3	Width (3-Way kiosk) mm	-	
9.3.4	Width (4-Way kiosk) mm	-	
9.3.5	Width (5-Way kiosk) mm	-	
9.3	Overall Dimensions – Outdoor Bulk Metering Unit Kiosks:		
9.3.1	Height mm	-	
9.3.2	Depth (front to back) mm	-	
9.3.3	Width (BMUs with single customer circuit) mm	-	
9.3.4	Width (BMUs with two customer circuits) mm	-	
9.4	Weatherproof Kiosk base frame fully compatible with dimensions and MV cable cut-out of specified concrete plinths?		
9.4.1	3-Way outdoor RMU	YES	YES/NO*
9.4.2	4-Way outdoor RMU	YES	YES/NO*
9.4.3	5-Way outdoor RMU	YES	YES/NO*
9.4.4	3-Way outdoor Recloser RMU	YES	YES/NO*
9.4.5	Outdoor Bulk Metering Unit (Standard) – 1 Customer circuit (where offered)	YES	YES/NO*
9.4.6	Outdoor Bulk Metering Unit (Compact) – 1 Customer circuit (where offered)	YES	YES/NO*
9.4.7	Outdoor Bulk Metering Unit (Compact) – 2 Customer circuits	YES	YES/NO*
9.4.8	Outdoor SSEG Bulk Metering Unit (Compact)	YES	YES/NO*
9.5	Lifting facilities provided?	YES	YES/NO*
9.6	Minimum degree of protection – weatherproof kiosk	IP 44	YES/NO*
9.7	Recessed doors on Weatherproof Kiosks fully in accordance with specified requirements?	YES	YES/NO*
9.8	Three point locking mechanism on kiosk doors	YES	YES/NO*
9.9	Corrosion protection method	Epoxy powder coating 50 µm Avocado C12	

10	Equipment Supporting Documentation		
10.1	Type Test Schedule (Detailing all completed type tests, per tender item) Included with Tender, as specified	YES	YES/NO*
10.2	Copies of cover sheets, results summaries and tested equipment details included for all type tests, as specified	YES	YES/NO*
10.3	Dimensioned GA, Section and Detail Drawings included as specified	YES	YES/NO*
10.4	Installation instructions and IAC installation requirements included, as specified	YES	YES/NO*
11	Manufacturer's guarantee months	12	YES/NO*

* Delete whichever is not applicable.

TENDERERS NAME _____ SIGNATURE _____

Schedule 13C: Schedule of Manufacturer's Experience and Facilities

The tenderer shall insert in the spaces provided below a list of completed contracts for equivalent ring main units, extensible switchgear and / or outdoor bulk metering units awarded to the manufacturer and those currently being undertaken.

EMPLOYER (NAME, TEL No. AND FAX No.)	CONSULTING ENGINEER (NAME, TEL No. AND FAX No.)	DESCRIPTION OF EQUIPMENT SUPPLIED	VALUE OF WORK R(m)	COMPLETION DATE
COMPLETED CONTRACTS				
CURRENT CONTRACTS				

Manufacturing Facilities:

Address of Factory

.....

Factory total floor area (m²)

Current Factory Monthly RMU, Switchgear and BMU Manufacturing Capacity (units)

Planned Factory Monthly Manufacturing Capacity for this Contract (units)

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

SIGNED ON BEHALF OF TENDERER:

Schedule 13D: DETAILS OF MANUFACTURER'S/TENDERER'S EXPERIENCE, ISO9001 QUALITY SYSTEM AND AFTER SALES FACILITIES IN SOUTH AFRICA

(To be completed by Tenderer)

1	Manufacturer's or Agent's name	
2	Address	
3	Contact person	
4	Telephone Number and Area Code	
5	Email address	
6	Years established	
7	SANS 9001 Quality Assurance System registration No.	
8	If repair or workshop facilities exist	
9	If spare parts are available in Republic	
10	Other relevant details	

SIGNED ON BEHALF OF TENDERER:

.....

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

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

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

Schedule F.14: Appeal Application

annexure 'B'

OFFICIAL RECEIPT
(Valid only if printed
by official cash
receipting machine)

IRISITI ESESIKWENI
(Isemthethweni kuphela
xa ishicilelwe
ngumatshini wokukhupa
irisiti osesikweni.)

AMPTELIKE KWITANSIE
(Geldig alleenlik indien deur
amptelike kontantvangs
masjien gedruk.)

GL DATA CAPTURE RECEIPT
(CASHIERTO RETAIN A COPY)

RECEIPT NO: _____

DATE: _____

SAP GL:

8 1 0 1 0 0

PROFIT CENTRE:

1 3 0 5 0 0 0 1

NAME/COMPANY NAME:

AMOUNT:

R 3 0 0 - 0 0

SERVICE DEPARTMENT DETAILS-

DEPARTMENT: LEGAL SERVICES: APPEALS UNIT

CONTACT PERSON: CHARLENE CEBEKHULU / MELANIE CLOETE

PHONE NO: 021 400 2503 / 021 400 3788

OFFICIAL RECEIPT
(Valid only if printed
by official cash
receipting machine)

IRISITI ESESIKWENI
(Isemthethweni kuphela
xa ishicilelwe
ngumatshini wokukhupa
irisiti osesikweni.)

AMPTELIKE KWITANSIE
(Geldig alleenlik indien deur
amptelike kontantvangs
masjien gedruk.)

GL DATA CAPTURE RECEIPT
(CASHIERTO RETAIN A COPY)

RECEIPT NO: _____

DATE: _____

SAP GL:

8 1 0 1 0 0

PROFIT CENTRE:

1 3 0 5 0 0 0 1

NAME/COMPANY NAME:

AMOUNT:

R 3 0 0 - 0 0

SERVICE DEPARTMENT DETAILS-

DEPARTMENT: LEGAL SERVICES: APPEALS UNIT

CONTACT PERSON: CHARLENE CEBEKHULU / MELANIE CLOETE

PHONE NO: 021 400 2503 / 021 400 3788

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