



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0116/2020/21 - APPOINTMENT OF A CONTRACTOR TO PERFORM MAINTENANCE OF POWER TRANSFORMERS AT VARIOUS SUBSTATIONS FOR A PERIOD OF THREE (3) YEARS

PARTICULARS OF THE BIDDER	
NAME OF THE BIDDING OR TENDERING COMPANY	
POSTAL ADDRESS	
	POSTAL CODE
STREET ADDRESS (PHICAL ADDRESS)	
	POSTAL CODE
E-MAIL ADDRESS	
TELEPHONE NUMBER (TELKOM LINE)	
CIDB CRS NUMBER (IF APPLICABLE)	
CELLPHONE NUMBER	
ALTERNATE CELLPHONE NO.	
CENTRAL SUPPLIER DATABASE NUMBER OF THE BIDDING COMPANY	



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TENDERING CONDITIONS

1. The document must be completed in full as per the guide provided under administrative evaluation - document completion.
2. All mandatory documents must be attached as per the guide under administrative evaluation - attachment of mandatory documents.
3. The document must not be dismantled; page numbers must be sequential.
4. Bidders must be registered on CSD.
5. For all documents that will need certification (and affidavits where applicable) bidders must not submit copies/ copies of certified copies.
6. Only black ink must be used when completing the tender document.
7. Electronic signatures are not allowed.
8. Bidders are not allowed to use correction pens. In a case where a wrong answer is ticked, a straight line must be made across the wrong answer, then initial next to the mistake and a correct answer must be ticked or provided in writing.



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NB! FAILURE TO ADHERE TO THE ABOVE INSTRUCTIONS WILL RENDER THE TENDER INVALID AND RESULT IN DISQUALIFICATION

ADMINISTRATIVE EVALUATION (DOCUMENT COMPLETION)

PLEASE READ AND FOLLOW INSTRUCTIONS BELOW ON HOW TO COMPLETE DIFFERENT FORMS IN THE DOCUMENT AND FILL THEM AS INSTRUCTED

- ✓ The tender documents must be completed in full i.e. Compulsory Questionnaire (where applicable), MBD 1, MBD 4, MBD 5, MBD 6.1, MBD 7.2, MBD 8, MBD 9, Section 38, Signatory Resolution Form, Pricing Schedule, and the Form of Offer, including all witness signatures on all the above stated forms.
- ✓ ***NB! FAILURE TO ADHERE TO THE BELOW MENTIONED POINTS WILL INVALIDATE THE TENDER AND RESULT IN DISQUALIFICATION***
 - **COMPULSORY QUESTIONNAIRE** must be fully completed and signed (**where applicable**)
*In a case of Joint Venture separate **COMPULSORY QUESTIONNAIRE** forms must be completed and submitted.*
 - **MBD 1** must be fully completed and signed
 - **MBD 4** - must be fully completed and signed: only tick the appropriate answer. Please be informed that whether you scratch out, tick or circle, **your answer will be where the pen ink is reflecting.**



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In a case of Joint Venture or multi- directors, full details of all directors / trustees / shareholders / members must be provided on the table on MBD 4.

- **MBD 5 (where applicable)** must be fully completed and signed: - only tick the appropriate answer. Please be informed that whether you scratch out, tick or circle, **your answer will be where the pen ink is reflecting. In a case of Joint Venture separate MBD 5 forms must be completed and submitted.**
- **MBD 6.1** – must be fully completed and signed.
- **MBD 7.2** must be fully completed and signed.
- **MBD 8** - must be fully completed and signed: only tick the appropriate answer box, whether you scratch out, tick or circle, your answer will be where the pen ink is reflecting
- **MBD 9** - must be fully completed and signed
- **SECTION 38** - must be fully completed and signed: only tick the appropriate answer box, whether you scratch out, tick or circle, your answer will be where the pen ink is reflecting. Note that should you answer “**NO**” to any of the declaration questions on **section 38 form**, then supporting documents **MUST** be attached
- **SIGNATORY AUTHORISATION** – must be fully completed and signed
- **PRICING SCHEDULE** must be fully completed and signed

ADMINISTRATIVE EVALUATION (ATTACHMENT OF MANDATORY DOCUMENTS)

- ✓ Deposit slip with tender reference number as indicated on the advert
- ✓ Proof of CSD registration (CSD report)
- ✓ Required CIDB Grading Certificate (where applicable)
- ✓ Signatory resolution – Please attach a copy of Signatory resolution where instructed
- ✓ If the submission is from a Joint Venture, then a JV agreement must be attached
- ✓ A valid and certified (not older than (3) three months on the date of tender closure) BBBEE Certificate for the company (if it is a JV the BBBEE must be consolidated)

FOR ALL DOCUMENTS THAT WILL NEED CERTIFICATION (AND AFFIDAVITS WHERE APPLICABLE) BIDDERS MUST NOT SUBMIT COPIES/ COPIES OF CERTIFIED COPIES.



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MUNICIPAL RATES AND TAXES STATEMENTS OF THE DIRECTORS

- ✓ Municipal rates and taxes statement of the last billable month on the date of tender closure for each directors' address must be attached; or
- ✓ Valid lease agreement of the director/s (showing lease period) or,
- ✓ An original letter (not a copy) from tribal authority not older than three (3) months if the director/s are residing in a tribal land, or
- ✓ If the rates and taxes account are not in the names of the director/s the attached municipal rates and taxes statement must be submitted together with an original affidavit from the property owner whose names are reflecting on the municipal rates and taxes statement to confirm that the director resides in their property.

MUNICIPAL RATES AND TAXES STATEMENTS OF THE COMPANY

- ✓ Municipal rates and taxes statement of the last billable month on the date of tender closure for the company's' address must be attached; or
- ✓ Valid lease agreement of the company (showing all critical contractual obligations, or
- ✓ An original letter (not a copy) from a tribal authority not older than three (3) months if the company is operating from a tribal, or
- ✓ If the rates and taxes account are not in the names of the company, the attached municipal rates taxes statement must be submitted together with an original affidavit from the property owner whose names are reflecting on the municipal rates and taxes statement to confirm that the company operates from their property.

NB!!

- ✓ **FOR PROCUREMENT EXPECTED TO BE LESS THAN 10 MILLION, AWARDS WILL NOT BE MADE TO BIDDERS OWING MUNICIPAL RATES AND TAXES FOR OVER 90 DAYS AT THE TIME OF TENDER CLOSURE**
- ✓ **FOR PROCUREMENT EXPECTED TO BE MORE THAN 10 MILLION, AWARDS WILL NOT BE MADE TO BIDDERS OWING MUNICIPAL RATES AND TAXES FOR OVER 30 DAYS AT THE TIME OF TENDER CLOSURE**



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VERIFICATION OF DOCUMENTS AND INFORMATION.

- ✓ Tax compliance status will be verified using CSD number. (For a bidder to be considered for final award, their status must reflect "tax compliance" before final award is made)
- ✓ CIDB Grading will be verified
- ✓ BBBEE certificates will be verified with relevant registration bodies.
- ✓ A Sworn Affidavit will be accepted only if an original is submitted.

ALLOCATION OF BBBEE POINTS

- ✓ No points will be allocated for a BBBEE certificate that is a copy of a certified copy or not that is not certified.
- ✓ No points will be allocated if the attached sworn affidavit (BBBEE) is a copy.

INSTRUCTION ON THE SUBMISSION OF TENDER DOCUMENTS

- ✓ A tender document must be in a sealed envelope that has on the outside the bid number and bid description. Both the bid number and the bid description must be on the envelope for the document to be acceptable.
- ✓ If the bid number and description are not clearly marked on the envelope, the bid will not be received
- ✓ The tender document must be in the tender box before the specified closing time and date.
- ✓ Bidders who arrive when the tender box is open are late and their submissions will not be accepted.



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1. Documents will be available on E-tender and RLM websites respectively 5 working days after the advert date at a non-refundable fee of R1000.00
2. A compulsory briefing session will be held on the 23 November 2021 from 10H00 until 10H30 at Rustenburg Local Municipality Missionary Mpheni House CNR Beyers Naude and Nelson Mandela drive
3. Sealed bid documents marked: **“RLM/DTIS/0116/2020/21 - APPOINTMENT OF A CONTRACTOR TO PERFORM MAINTENANCE OF POWER TRANSFORMERS AT VARIOUS SUBSTATIONS FOR A PERIOD OF THREE (3) YEARS”** must be placed in the bid box in the foyer of the Municipal offices, Missionary Mpheni House, Beyers Naude Drive, Rustenburg not later than **18 JANUARY 2022 @ 10H00**,
4. The bid will be evaluated as follows: **Administrative evaluation (document completion and attachment of mandatory documents), and 80/20 preferential point system (price = 80 & BBBEE points = 20)**
5. Please note that no bid documents given to couriers will not be signed for by Rustenburg Local Municipality.
6. The Council will not be responsible for bids not received or received late by mail. Bids will remain valid for 90 days (Ninety).
7. All bids will be adjudicated based on the prescribed criterion as stipulated in the document.
8. An updated record of payment of rates, taxes and services to the relevant Municipality must be attached. Failure to do so will invalidate the bid submitted
9. No bids will be considered from any person(s) in the service of the state (as defined in Regulation 1 of Local Government: Municipal Supply Chain Management Regulations).
10. Objections or complaints must be submitted in writing to the Municipal Manager at the address stated, and must contain the following:
 - (a) reasons and/or grounds for the objection or complaint.
 - (b) the way in which the objector or complainant's rights have been affected; and
 - (c) the remedy sought by the objector or complainant.
11. Any objection or complaint must reach the Municipal Manager with a 14-day period after award has been made. Late objections or complaints will not be entertained
12. All bids must be submitted on the official forms provided and a successful bidder will be required to fill and sign a written Contract Form (MBD 7).

RUSTENBURG LOCAL MUNICIPALITY, P.O. BOX 16, MISSIONARY MPHENI HOUSE



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**PART A
INVITATION TO BID**

MBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE RUSTENBURG LOCAL MUNICIPALITY					
BID NUMBER:	RLM/DTIS/0116/2020/21	CLOSING DATE:	18 JANUARY 2022	CLOSING TIME:	10H00
DESCRIPTION	APPOINTMENT OF A CONTRACTOR TO PERFORM MAINTENANCE OF POWER TRANSFORMERS AT VARIOUS SUBSTATIONS FOR A PERIOD OF THREE (3) YEARS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
SITUATED AT:

RUSTENBURG LOCAL MUNICIPALITY					
MISSIONARY MPHENI HOUSE					
CNR BEYERS NAUDE AND NELSON MANDELA DRIVE, RUSTENBURG					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	



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B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SCM	CONTACT PERSON	Mr. F. Ditshego
CONTACT PERSON	Mr. J. Masinga	TELEPHONE NUMBER	014 590 3371
TELEPHONE NUMBER	014 590 3123	E-MAIL ADDRESS	fannie.ditshego@yahoo.com
E-MAIL ADDRESS	jmasinga@rustenburg.gov.za tenders@rustenburg.gov.za		



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PART B

TERMS AND CONDITIONS FOR BIDDING

1.	BID SUBMISSION:
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED, COMPLETED WITH A BLACK PEN
1.3.	THIS BID IS SUBJECT TO THE RLM SUPPLY CHAIN MANAGEMENT POLICY, PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2.	TAX COMPLIANCE REQUIREMENTS
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.



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MBD 4: DECLARATION OF INTEREST

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO
- IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

No bid will be accepted from persons in the service of the state.

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

In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

- 3.1 Full Name of bidder or his or her representative:
- 3.2 Identity Number:
- 3.3 Position occupied in the Company (director, trustee, shareholder²):
- 3.4 Company Registration Number:



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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?

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

3.8.1 If yes, furnish particulars.

.....

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

(a) a member of –

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

(b) a member of the board of directors of any municipal entity; (c) an official of any municipality or municipal entity;

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

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

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

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

3.9 Have you been in the service of the state for the past twelve months?

(Tick applicable box)



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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?

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

3.10.1 If yes, furnish particulars.....

.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

(Tick applicable box)

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?



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(Tick applicable box)

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?

(Tick applicable box)

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.

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

3.14.1 If yes, furnish particulars.....

.....



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

Full Name	Identity Number	Personal Reference Tax Number	State Employee Number

.....
Signature

.....
Date



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Capacity

Name of Bidder

MBD 5

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

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

1 Are you by law required to prepare annual financial statements for auditing?

☐ *YES ☐ NO

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

.....

.....

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

☐ *YES ☐ NO

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

2.2 If yes, provide particulars.

.....



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.....

.....

- 3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

*YES	NO
------	----

- 3.1 If yes, furnish particulars

.....

.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

*YES	NO
------	----

- 4.1 If yes, furnish particulars

.....

.....

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.



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

.....
Name/s and Surname of Bidder

.....
Signature

.....
Position in the Firm/Company

.....**2021**
Date

MBD 6.1 PREFERENCE CLAIMED IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2



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a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

b) The 80/20 preference point system will be applicable to this tender Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.3 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.4 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;



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- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

$P_{\min}$ = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:



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

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:



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- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME[√]	QSE[√]
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES



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.....
.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

8.8 Total number of years the company/firm has been in business:.....

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;



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- (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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

- 1.
- 2.

BY BOTH
E SIGN
OSSES
BY TH

SIGNATURE(S) OF BIDDERS(S)

DATE:
ADDRESS
.....
.....

- 1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)
in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
- 2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents,
 - Invitation to bid;
 - Tax compliance status (CSD report);
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;



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- Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:



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MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER [RLM])

1. I..... in my capacity as.....
accept your bid under reference numberdated.....for
the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.



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MBD 8: DECLARATION OF ABUSE OF SUPPLY CHAIN MANAGEMENT SYSTEM

3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

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

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-



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- a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.



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



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CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT. I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Name/s and surname of Bidder

.....
Signature

.....
Position in the Firm/Company

.....
Date



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MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

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



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- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;



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4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.



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SECTION 38: DECLARATION FORM

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Having examined the BID and the general conditions thereto, I/we hereby certify that the bid price in the bid schedules and the preference points claimed are correct.



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I/We furthermore certify that I/we/the Company comply/complies with the issues around Section 38 of the Supply Chain Management Policy inter alia:

IF ALL IS IN PLACE IN RESPECT OF THE CONTRACTUAL ISSUES LISTED IN THE TABLE BELOW; THE ANSWER SHOULD BE YES. ATTACH SUPPORTING INFORMATION IF ANY OF THE ANSWERS IS NO.

Note that the Municipality's Procurement Section will verify the statements.

I/we certify the following:

No.	CONTRACTUAL ISSUES	YES	NO
1.	In terms of Section 38 (1) (c) that the Bidder or any of the Directors is not listed as a person prohibited from doing business with the Public Sector		
2.	In terms of Section 38 (1)(d) (i) that the Bidder or any of the Directors does not owe rates and taxes or Municipal service charges to any Municipality that is in any arrears for more than three (3) months. Copies of the latest Municipal service charges statement of the Bidder and the Directors must be attached to the tender/bid document		
3.	In terms of Section 38 (1) (d) (ii) that the Bidder or any of the Directors has not failed to perform satisfactorily on a previous/previous contract/s with the Municipality or any organ of state		
4.	In terms of Section 38 (i) (9) that the Bidder or any of the Directors has not been convicted for fraud or corruption during the past five (5) years		
5.	In terms of Section 38 (i) (9) (iv) that the Bidder or any of the Directors has not been listed in the Register Of Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, (Act No. 12 of 2004)		

.....
SIGNATURE OF BIDDER

.....2021.
DATE

.....
FULL NAME AND SURNAME OF BIDDER IN BLOCK LETTERS

COMPANY NAME:

PHYSICAL ADDRESS:

TELEPHONE NUMBER:

EMAIL ADDRESS:

WITNESS 1:

WITNESS 2:



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SIGNATORY AUTHORISATION

(TO BE COMPLETED BY THE BIDDER)

I/We the undersigned, am/are authorized to enter into this contract on behalf of

(Name of Firm)

By resolution taken at a meeting held on the day of (month).....2021 resolved to
authorise holder of ID number to sign
all the documents on behalf of the company.

Print name of authorised representative:

Signature:



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NAME AND SURNAME OF THE DIRECTORS	SIGNATURE



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PLEASE NOTE: Failure to complete all blank spaces on this form or attend to other details mentioned therein will render the bid/tender liable to rejection.

GENERAL CONDITIONS OF CONTRACT
(NOT TO BE ALTERED)

PROCUREMENT: GENERAL CONDITIONS OF CONTRACT
Dated July 2010 as set out by the National Treasury: Republic of South Africa
TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information inspection
6. Patent Rights
7. Performance security
8. Inspections, tests and analyses
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental Services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Variation orders
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Anti-dumping and countervailing duties and rights
25. Force Majeure



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- 26. Termination for insolvency
- 27. Settlement of Disputes
- 28. Limitation of Liability
- 29. Governing language
- 30. Applicable law
- 31. Notices
- 32. Taxes and duties
- 33. Transfer of contracts
- 34. Amendments of contracts
- 35. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.



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1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods 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.



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1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

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

1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.26 "Tort" means in breach of contract.

1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

1.28 "Written" or "in writing" means hand-written 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 (excluding professional services related to the building and construction industry), 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 goods, 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 nonrefundable fee for documents may be charged.



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3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

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 purposes of such performance.

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

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

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

6. Patent Rights

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

6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

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



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7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque.

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

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 goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods 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 goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Goods 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.



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8.7 Any contract goods 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 goods 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 goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods 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 22 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size 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, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the supplier in accordance with the terms specified in the contract.

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.

12. Transportation

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

13. Incidental Services



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

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

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

14. Spare parts

14.1 As specified, 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.



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

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

15.4 Upon receipt of such notice, the supplier shall, within the period specified 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, 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.

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

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

16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Variation orders

18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such.



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In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

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 these contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's delivery and/or performance

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

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

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

21.4 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 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods 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,



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or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, 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 purchaser actively associated.



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

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

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

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website

24. Antidumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in

Performance or other failure to perform his obligations under the contract is the result of an event of force majeure.



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25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall

continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

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



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(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage 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.

31. Notices

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

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

32. Taxes and duties

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

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

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.



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33. Transfer of contracts

33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser

34. Amendment of contracts

34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restrictive practices

35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of **restrictive practices** 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.

35.2 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 section 59 of the Competition Act No 89 Of 1998.

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

TERMS OF REFERENCE/ SPECIFICATIONS

STANDARD FOR POWER TRANSFORMER REFURBISHMENT AND REPAIRS ONSITE AND OFFSITE



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INTRODUCTION

This standard applies to all transformers that are currently in use in the Rustenburg Local Municipality Electricity Distribution Network that have been earmarked for repairs/refurbishment for re-use in the Substations.

The standard provides guidelines to the Contractors and Rustenburg Local Municipality employees or any other representatives in determining the degree of repairs and refurbishment and also assists in outlining their responsibilities for power transformers ranging from 10 MVA to 40 MVA for indoor and outdoor use.

1 SCOPE

This standard covers the general requirements for the repairs and refurbishment of power transformers ranging from 10 MVA to 40 MVA for both indoor and outdoor use.

2 NORMATIVE REFERENCES

The following standards and specifications contain provisions that, through reference in the text, constitute requirements of this standard. At the time of publication the editions indicated were valid. All standards and specification are subject to revision and parties to agreements based on this standard are encouraged to investigate the possibility of applying the most recent editions of the standards and specification listed below.

- South African Occupational health and safety act (as amended), Act no. 85 of 1993
- NRS 029, Current transformers for rated a.c. voltages from 36 kV up to and including 420 kV (Maximum voltage for equipment) NRS 054, Power Transformers
- NRS 079: Mineral insulating oils (uninhibited and inhibited)
- SANS 555: Unused and reclaimed mineral insulating oil for transformers and switchgear
- SANS 60076-1: Power Transformers – Part 1: General
- SANS 60076-2: Power Transformers– Part 2: Temperature rise
- SANS 60076-3: Power Transformers– Part 3: Insulation level and dielectric tests
- SANS 60076-4: Power Transformers– Part 4: Guide to lightning impulse and switching impulse test Power transformers and reactors
- SANS 60076-5: Power Transformers– Part 5: Ability to withstand short circuit
- SANS 60076-10: Power Transformers– Part 10: Determination of sound levels
- SANS 60076-7: Power Transformers– Part 7: Loading guide for oil immersed power transformers
- SANS 60137, Insulated Bushings for alternating voltages above 1000V



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- SANS 1400: Environmental systems – Requirements with guidance for use

Rustenburg Local Municipality has a preference to standardize on some of the equipment. Where applicable, the equipment has been specified as such within those specifications. Wherever the term standard is used in this specification, this shall mean the latest Rustenburg Local Municipality / international / national standard in the following order of priority:

Wherever the term goods, material and/or equipment is used it shall mean new, unused and of the most recent or current models, incorporating all recent improvements in design and materials, tested in accordance with the required standard.

3 DEFINITIONS AND ABBREVIATIONS

The following definitions and abbreviations in the above documents shall apply to this standard.

3.1	NRS	:	National Rationalization of Specifications.
3.2	SANS	:	South African National Standards
3.3	IEC	:	International Electrotechnical Commission
3.4	IEEE	:	Institute of Electrical and Electronic Engineers Inc.
3.5	BS	:	British Standard
3.6	PCB	:	Polychlorinated biphenyl's
3.7	DGA	:	Dissolved gas analysis
3.8	FAT	:	Factory acceptance testing
3.9	SAT	:	Site acceptance testing
3.10	RLM	:	Rustenburg Local Municipality



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4 REQUIREMENTS

4.1 General

Nothing in this standard shall lessen the obligation of the supplier/contractor. The supplier/contractor shall be fully responsible for the testing, repairs and refurbishment and maintenance of the power transformer and its satisfactory performance in service. Approval by Rustenburg Local Municipality shall not relieve the supplier/contractor of the responsibility for the adequacy of the repairs and refurbishment.

The contractor shall comply fully with as much detail as possible Annexure C.3 (ON SITE MAINTANACE) of the Transformer Refurbishment Checklist and submit the report with the lead times and expected completion time of the refurbishment prior to any work commencing.

4.2 Service conditions

The requirements in this specification apply to transformers for use under the following general conditions described in Table 1.

Environment	Limits
Application	Outdoors or indoors
Altitude	The design shall be based on an altitude of 1400 m a.m.s.l
Maximum ambient air temperature	Hottest any time 40 °C Hottest monthly average 30 °C
Yearly average ambient air temperature	20 °C
Minimum ambient air temperature	Coldest any time -10 °C
Variation in humidity	10% to 90%

Table 1: Atmospheric conditions

4.3 Insulation



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The winding insulation shall be of a uniform nature, i.e. non-graded. The copper conductors shall be covered by thermally upgraded paper. The rating of the winding insulation shall be as described in Table 2 below.

Nominal Voltage (kV) Un	Highest Voltage (kV) Um	Rated short duration power-frequency voltage (kV) at 50 Hz	Rated peak lightning impulse withstand voltage (kV)
88	100	185	450
33	36	88	170
22	24	50	125
11	12	28	75

Table 2 – Winding insulation (based on SANS 60076-3)

4.4 Windings

4.4.1 All and any winding replacements shall be replaced with electrical grade copper with a purity of 99.9% or better.

4.4.2 The winding conductor shall be wound in a dust free environment where the atmospheric conditions (temperature and humidity) are controlled better.

4.4.3 No resin shall be used on the windings.

4.4.4 Insulated sample conductors (same insulation material used during manufacturing) shall be made and placed inside the tank during the processing and drying of the transformer. These samples may only be removed after FAT is complete, prior before the tank overpressure test is done, after the electrical part of the FAT. The paper strength shall exceed a degree of polymerisation (DP) of 1100 as per IEC 60450.

4.5 Oil

4.5.1 The Contractor shall drain oil from the existing transformer and where required provide new virgin oil for the refurbished/ repaired transformer.

4.5.2 The drained oil shall be delivered to Rustenburg Local Municipality, if not exchanged, including oil from scrapped transformers.



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4.5.3 Contractor shall ensure that adequate oil storage capacity is available on site during the repair of transformers, in cases where oil will not be replaced or exchanged, thus be re-used upon completion of refurbishment.

4.5.4 The contractor shall provide a SANS 555 report and full DGA and moisture analysis of the bulk stored oil which will be supplied with the refurbished transformer.

4.5.5 The contractor shall provide a SANS 555 report and full DGA and moisture analysis of the oil filled into the refurbished transformer.

4.5.6 The contractor shall attach the certificate for establishment of PCB level for oils returned to Rustenburg Local Municipality.

4.6 Bushing insulators

4.6.1 Bushing insulators shall comply with the requirements of SANS 60137. Old bushings shall be tested to ensure their compliance to the standard.

4.6.2 Every bushing shall be supplied complete with an air-side bushing terminal that shall be suitable for connecting the stem to an aluminium conductor (UPAS) of diameter 26 mm and 38mm.

4.6.3 The design of insulators for 33 kV and above shall be such as to minimize corona discharge and radio interference and shall have test tapings.

4.6.4 Connections from main windings to bushing insulators shall be flexible.

4.6.5 High and low voltage bushings shall be supplied with external connectors.

4.6.6 Clamps and fittings shall be made of steel or malleable iron and shall be galvanized.

4.6.7 Bushings shall be stored in accordance with manufacturer's instructions.

4.7 On site transformer maintenance and service

4.7.1 Site establishment

This shall include staff induction, processing equipment, establishment of adequate electricity supplies, etc.



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The site established shall be a clean and dry environment with temporary or permanent structures as required, a detachable roof is recommended. A positive pressure and climate conditions is a must for a clean and workable environment.

The contractor shall bring his own transformer drying equipment and heavy lifting machinery that is capable of lifting transformers sized from 10 MVA to 40 MVA respectively.

Rustenburg Local Municipality shall ensure an area 4-6 times the transformer footprint area for site establishment; the contractor shall be responsible for the soil preparation and rehabilitation of the soil and site area.

The contractor shall ensure the site is safe and necessary barricading installed when working in a live yard, ensuring both safe working conditions for the contractor and the team members while also ensuring that normal RLM's electricity operations can continue.

The contractor must have a suitable site manager with ORHVS certification on site at all times during work operations on site.

Rustenburg Local Municipality's responsible person shall provide ablution facilities and 400 V supply point for welding and testing purposes.

The Contractor shall supply Rustenburg Local Municipality with a Safety File including medical certificates and compliance certificates (working at heights, ORHVS, etc.)

4.7.2 Transformer repairs

The Contractor shall be responsible to supply, deliver and install all equipment and material required to execute the work, even though not specifically referred to in this specification and shall ensure that all the necessary field test facilities and equipment required for the successful execution of onsite repairs are available and in working condition at all times. Only after electrical tests and oil analysis have been conducted and test certificate issued can the transformer be handed over to RLM's Electrical Department.

The allowable work to be done on site shall include:

1. Re-gasketing,
2. Tap changer repairs,
3. Gasket leaks sealing, Sealing of leaking gaskets
4. Oil purification [regeneration],



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5. Oil replacement,
6. Oil drainage and top up and
7. Dehydrating Breather Maintenance/Service
8. Changing of Silica Gel Desiccant
9. Fans and fan motors service/maintenance and replacement
10. Oil circulation pumps and motors service/maintenance and replacement
11. Conservator inspection and Service
12. Buchholz Inspection and Service
13. Winding Temperature Indicator Test and Service
14. Oil Temperature Indicator Test and Service

All electrical testing shall be carried out in the presence of the "RLM's" Authorized representatives. All testing shall be in accordance to the IEC/SANS standards and Tests will be conducted with fully assembled Transformer with its own spares and equipment. RLM shall arrange outage requirements.

The electrical tests shall include, but not limited to the following:

1. Winding resistance test
2. Ratio test
3. Phase displacement
4. Insulation resistance
5. Polarity index (PI)
6. No load test (eddy current loss +hysteresis loss) +load losses and impedance
7. Zero Sequence Impedance (Only in YY windings)
8. Induced over voltage with partial discharged (PD) (running concurrently)
9. Capacitance and Tan delta
10. Sweep Frequency Response (SFRA)
11. Separate-source voltage Withstand test
12. Oil testing, Short temp rise at rated I (amp) (4 Hours)
13. DGA
 - a. Water
 - b. Dielectric strength
 - c. Acidity
 - d. Colour
14. Noise level test (Acoustic)
15. Bushing tests
 - a. Tan Delta
 - b. PD tests
16. Build in CT's



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- a. Polarity
- b. Ratio
- c. Knee Point
- d. Position where installed in winding
- 17. Over Pressure Test
- 18. Power factor on windings and bushings
- 19. Exciting Currents
- 20. Ratio
- 21. Impedance (Leakage Inductance)
- 22. DC winding resistance
- 23. Insulation Resistance (on core)
- 24. Diagnostics and Reports

These tests shall evaluate the thermal, dielectric and mechanical condition of the transformer. All tests shall be completed in a maximum period of 12 hours.

RLM's responsible person shall also carry out their own quality control tests and inspections checks and any defects noted shall be rectified by the Contractor within the agreed time frame.

4.7.3 Warranties

The contractor shall give Rustenburg Local Municipality a one (1) year warrantee from date of commissioning/energizing. The commissioning date to be submitted to Planned Maintenance department for monitoring.

4.7.4 Access to sites

The Contractor shall ensure that all necessary road clearance permits and approvals are received and that access routes to and from the site are at all times kept serviceable.

4.7.5 Transportation requirements

In the event where the transformer is to be moved from site [substation] to a recognized offsite maintenance facility, the Contractor shall ensure that impact recorders are installed on the unit. The impact recordings shall be logged at the commencement of the journey and at the end of the journey. These results shall accompany the transformer to its final destination and be included in the transformer test and certification documentation package that shall be submitted by the Contractor and received by RLM's responsible person at the hand-over of the unit.



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The Contractor shall ensure that standard roads and transportation regulations of sensitive consignment are considered and adhered to and that the vehicle and rigging capabilities shall be of the stipulated power transformer loads (10 MVA – 40 MVA).

4.7.6 Security

All equipment shall be safely stored and protected against possible theft or damage. All equipment shall be the Contractor's responsibility for the duration of the project.

4.7.7 Site rehabilitation

After completion of project the Contractor shall ensure that the site is clean and returned to its original state, any building damage shall be repaired. All surplus and dismantled equipment and materials shall remain the property of RLM and shall be transported to RLM's designated site.

If there is oil spillage it shall be reported to Rustenburg Local Municipality and a detailed report on how the spillage occurred and the procedure of the removal of the oil from the soil shall be given to Rustenburg Local Municipality. The oil spill will be managed by a specialist contractor and on completion of the process to rehabilitate, the clearance certification will be submitted to Rustenburg Local Municipality for safekeeping.

4.7.8 Fans, Fan motors and pumps

All transformer cooling fans and fan motors and circulation pumps shall be properly checked for wear and tear, moisture ingress and correct rotation.

All fan motors and pumps that cannot be repaired on site shall be transported RLM stores. The integrity of all fan guards and blade screening shall be checked and secured.

4.8 Off-site [workshop] refurbishment / repairs

4.8.1 Transformer inspection and tests

The contractor shall perform a visual inspection; perform electrical tests and analysis of oil samples to prove the severity of the transformer performance. The contractor shall write a report to RLM explaining the state of the transformer, the conclusion and recommendations



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RLM shall at any time carry out progress inspections to ensure that proper quality control measures are followed.

4.8.2 Dismantling, removal and transportation

RLM shall isolate, disconnect and earth the transformer and handover to the contractor. RLM shall ensure that all protection and control circuitry has been made safe and electrically disconnected, to be proved to “dead” in the presence of the appointed contractor.

The Contractor shall dismantle and remove all transformer loose parts, neatly pack on site in order to prepare the transformer for rigging out of the transformer bay (on site).

All rigging work shall only be undertaken by a qualified [trade tested and certified] rigger as per SAQA regulations.

All rigging equipment, mobile as well as workshops, shall be load tested and certified. The certificates shall be available at all times.

The Contractor shall rig and remove the transformer from the transformer bay (on site) onto a suitable vehicle, prepare the transformer and all removable and non-removable accessories for transport to RLM via the rotatable process.

4.8.3 Workshop and testing facilities

The Contractor's repair and testing facility shall be fully equipped to repair/refurbish transformers ranging from 10 MVA to 40 MVA and have test bay facilities capable of performing all tests in accordance to the applicable IEC/SANS 60073 standards.

Workshop shall be equipped with an overhead crane with minimum lifting capacity of 100 Tons, and shall also be equipped with vapour drying out equipment which can cater for drying out of transformer ranging from 10 MVA to 40 MVA Transformers.

4.8.4 Storage

Storage of up to a maximum of 3-6 months after hand over shall be provided by the Contractor at his premises where after normal storage rates shall apply.

The appointed contractor shall ensure that the necessary long term storage specifications and standards are met.



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RLM reserves the right to perform in location inspections from time to time of the in storage units.

4.8.5 Transportation to the designated site

The Contractor shall ensure that the transformer is delivered to RLM's designated site and all accessories shall be stored in crates, clearly marked and the description of each item well defined. All transformer oil openings to be tightly sealed off with 6mm [minimum] thick steel blanking plates and gaskets, Suitable sleepers (wood) shall be supplied to place the transformer onto where transformer plinth is not available.

The Contractor should also ensure that all accessories accompany the transformer to its destination, and a clearly documented audit trail provided.

Electronic Impact Recorders shall be installed when transporting the transformer from the workshop to a specified site. Pre transport sampling shall be recorded and again once offloaded at the designated site. These records are to form part of the official hand over and commissioning documentation at the end of the project.

4.8.6 Factory Acceptance Test

A full factory acceptance test shall be performed and shall include full oil analysis tests, SANS 555, DP paper report and transformer electrical test and mechanical tests.

Factory Acceptance Tests shall be witnessed by RLM's nominated representative. The Contractor shall inform RLM of any upcoming factory acceptance tests, in writing, two weeks prior to the proposed test dates.

Tests will be conducted with fully assembled Transformers with its own spares and equipment

The electrical tests shall include, but not limited to the following:

1. Winding resistance test
2. Ratio test
3. Phase displacement
4. Insulation resistance
5. Polarity index (PI)
6. No load test (eddy current loss +hysteresis loss) + (Load losses and Impedance)
7. Zero Sequence Impedance (Only in YY windings)
8. Induced over voltage with partial discharged (PD) (running concurrently)
9. Capacitance and Tan delta



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10. SFRA (swept frequency response analysis)
11. Separate-source voltage Withstand test
12. Lightning impulse withstand Full and Chopped wave
13. Temp rise at rated I (Amp)
14. DGA
 - a. Water
 - b. Dielectric strength
 - c. Acidity
 - d. Paper insulation test report to be included if rewind was part of the scope (DP and Moisture paper)
 - e. SANS 555 test to be connected for the bulk oil to be used and report submitted (IEC limits accepted)
15. Noise measurement test (acoustic)
16. Bushing tests
 - a. Tan Delta
 - b. PD Test
 - c. Lightning Impulse Withstand
17. Build in CT's
 - a. Polarity
 - b. Ratio
 - c. Knee Point
 - d. Position where installed in winding
18. Over Pressure Test

4.8.7 Site Acceptance Test

- i. A full site acceptance test shall be performed to include full oil analysis tests and full transformer electrical and mechanical tests.
- ii. Site acceptance test shall be witnessed by RLM's nominated representatives.

4.8.8 Handing over



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Only after electrical, mechanical tests and full oil analysis, SANS 555 and paper DP results have been conducted and test reports issued can the transformer be handed over to RLM. It shall be however noted that before final hand over RLM might also carry out their own quality control tests and inspections checks and any concerns and issues shall be reverted back to the Contractor for rectification.

4.9 Transformer handling

4.9.1 Storage

The transformers shall be restored and stored according to the Original Equipment Manufacturers (OEM) manuals.

The transformer shall be stored fully assembled and filled with oil and no gas top up shall be allowed.

The Contractor/RLM shall ensure that maintenance is done periodically, on stored transformers, according to the OEM's maintenance manual. Oil sampling and analysis shall also be performed periodically on the stored transformer to ensure there is no moisture ingress in the transformer.

4.9.2 General handling

The transformer shall only be loaded and/or off-loaded by qualified and certified riggers. The contractor shall produce proof of such qualification to RLM prior to any transformer loading and/or off-loading.

The contractor shall ensure to follow the OEM's manuals on transformer handling.

4.9.3 Environmental impact

The contractor shall perform an environmental impact assessment in the event of an oil spillage. The contractor shall provide a method statement on how the spillage shall be contained and soil/ground contamination eliminated. The contractor shall also provide a method statement on environmental rehabilitation.

The environment shall be rehabilitated and reinstated to its original state/condition subsequent to any work performed on site.

4.10 Transformer colours

The refurbished transformer colour shall comply fully to original paint before refurbishment.



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Bushing turrets shall be painted according to phase colour marking and shall be clear and unobscured.

4.11 Conditions of maximum rating, temperature rises and sustained overloads

Continuous maximum rating, temperature rise and overload shall comply with SANS 60076-2 requirements and the SANS Loading Guide (SANS 60076-7) when operating with natural or forced cooling.

4.12 Duty under fault conditions

Transformers shall be capable of withstanding short circuits for the periods of time as specified in SANS 60076-5 when operating on any tap position, including that corresponding to minimum effective impedance.

4.13 Efficiency and losses

4.13.1 The efficiency and losses of each transformer shall be specified.

4.13.2 The capitalized value of each transformer's losses shall be specified.

4.14 Regulation and impedance

The voltage regulation from no load to continuous rated output at unity power factor and at 0,8 lagging power factor with constant voltage across the high voltage windings shall be as specified.

The impedance voltage between HV and LV windings at normal ratio of transformation and continuous maximum ratings shall be as specified.

4.15 Vibration and Noise

The vibration and average noise level shall be as specified in Table 1 below:

Equivalent two winding transformer rating [MVA]	Average Sound level, (dBA)	
	ONAN	ONAF
10	70	71



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20	73	74
40	76	77
Notes: For ONAF ratings, the sound levels are with the auxiliary equipment in operation		

Table 3 – Audible sound levels for oil immersed power transformers

4.16 Voltage control

4.16.1 Tap changing gear shall comply with NRS 054.

4.16.2 Transformation shall be carried out without changing phase displacement throughout the complete range of tapplings.

4.16.3 The on load tap changing gear shall be provided with local hand operating gear and arranged for remote control.

4.17 Indicating devices and alarms

Temperature Indicating Devices and Alarms

4.17.1 Oil and winding temperature indicating devices shall be as specified in NRS 054. The winding temperature indicating devices shall be so designed that it shall be possible to move the pointers by hand for the purpose of checking the operation of the contacts and associated equipment.

4.17.2 The auxiliary supply shall be rated and specified

4.17.3 Gas and Oil Actuated Relays shall be as specified in NRS 054.

4.18 Marshaling kiosk, control and instrument wiring

4.18.1 These shall comply fully with NRS 054.

4.19 Current transformers



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4.19.1 The current transformers shall comply fully with NRS 029, NRS 054, IEC 60044-1 and IEC 60044-2.

4.20 Surge arrestors for HV and MV

4.20.1 The surge arrestors shall comply fully with IEC 60099-4 (SANS 60099-4) and IEC 62848-1.

4.21 Multicore cables and terminal cables

4.21.1 These shall comply fully with SANS 1507 and SANS 1574.

5 RISK ASSESSMENT AND ENVIRONMENTAL CONDITIONS

5.1. The Contractor shall be responsible for adhering and maintaining safe, acceptable environmental management conditions on site and shall in conjunction with RLM ensure that proper oil drainage regimes are followed from date of commencement of work until work is completed and handed back over to RLM

5.2. The Contractor shall also complete a risk assessment to ensure secure and safe working conditions and submit the full SHERQ file to RLM responsible personnel.

5.3. The appointed contractor shall ensure that their responsible personnel have the necessary valid ORHVS certification for onsite works and be qualified to safely access electrical plant and equipment

6 WORKSHOP AND TESTING FACILITIES

6.1 Workshop Facilities

The workshop area shall be clean and dry. It shall have vertical winding lathes and an overhead crane with a loading of not less than 100 tons. The rewind and tanking area shall be dust free and under positive pressure. Vapour phase process capabilities are essential.

6.2 Testing Facilities

The workshop testing facilities shall be accredited by SANAS or equivalent body. The facility shall be ISO 9001 and 14001 accredited.



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7 TESTS

The following tests shall be performed on refurbished transformers

- 7.1. Winding resistance test
- 7.2. Ratio test
- 7.3. Phase displacement
- 7.4. Insulation resistance
- 7.5. Polarity index (PI)
- 7.6. No load tests (eddy current loss and hysteresis loss)
- 7.7. Zero phase impedance
- 7.8. Induced over voltage
- 7.9. Capacitance and tan delta
- 7.10. Swept frequency response analysis (SFRA)
- 7.11. Separate-source voltage withstand test
- 7.12. Lightning Impulse
- 7.13. Noise level measurement (acoustic)
- 7.14. Full DGA and moisture test

8 TRANSFORMER CHECKLIST

Once a decision to repair/refurbish has been taken, Rustenburg Local Municipality in conjunction with the Contractor shall verify the transformer parts and their condition before any refurbishment/repair is undertaken using a form in Annexure C1. This form shall then be given to the Contractor and copies shall be given to the following departments:

1. Planning
2. Asset Management
3. Engineering Workshop (transformer bay)
4. Field Services Primary Plant and
5. Field Services Secondary Plant
6. Technology Services (Primary Plant)
7. Planned Maintenance.

All the transformer parts shall accompany the transformer to its designated site and shall be the Contractor's responsibility for the duration of the project.



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9 DOCUMENTATION

- 9.1. A copy of all Factory Acceptance Test reports shall be provided.
- 9.2. A copy of all Site Acceptance Test reports shall be provided.
- 9.3. A copy of the warrantee period and agreement
- 9.4. Impact recordings.
- 9.5. Dry-keep and DGA service and calibration certificates.

10 WARANTEE PERIOD

A written one-year warrantee based from time of energizing for all refurbished transformers shall be provided.

11 HANDING OVER

Refurbished transformer shall only be accepted by RLM after the site acceptance test proves it complies with RLM specification and checklists.

12 QUALITY ASSURANCE

A quality management system shall be set up in order to assure the quality of power transformers during design, development, production, installation and servicing. Guidance on the requirements for a quality management system may be found in the following standards: ISO 9001. The details shall be subject to agreement between the purchaser and supplier.

13 ENVIRONMENTAL MANAGEMENT

An environmental management system shall be set up in order to assure the environmental compliance of the power transformers throughout its entire life cycle (i.e. during design, development, production, installation, operation and maintenance, decommissioning and disposal phases). Guidance on the requirements for an environmental management system may be found in SANS 14001. The details shall be subject to agreement between the purchaser and supplier.

14 HEALTH AND SAFETY



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A health and safety plan shall be set up in order to ensure proper management of transformer repairs and refurbishment onsite or at contractor's workshop and compliance of the queuing system during installation, operation, maintenance, and decommissioning phases. Guidance on the requirements of a health and safety plan may be found in OHSAS 18001 standards. This is to ensure that the asset conforms to standard operating procedures and RLM SHERQ Policy. The details shall be subject to agreement between RLM and the Supplier.

STANDARD FOR POWER TRANSFORMER REFURBISHMENT AND REPAIRS ONSITE AND OFFSITE

ANNEXURE A: COMPLIANCE CHECKLIST

A.1: TRANSFORMER ASSESSMENT

Item	Description of the job	Yes / No	Comments
1	Site Establishment		
1.1	Establish site according to sub – clause 4.7.1 of this document		
2	Transport and Rigging		
2.1	Hydraulic crane truck hire 0 – 100 tons		
2.2	Hydraulic crane truck 50 – 300 tons with boom height of 50m		
2.3	Transformer rigging using jacking system (0 – 100tons)		
2.4	Transformer rigging using a crane (0 – 100tons)		
2.5	Remove existing unit from site 0 – 100 tons		
2.6	Remove existing unit from site 20 – 40 tons		
2.7	Remove existing unit from site 40 – 60 tons		
2.8	Remove existing unit from site 60 – 80 tons		
2.9	Remove existing unit from site 80 – 100 tons		
2.1	Transport of transformer to workshop (per km)		
2.11	Offload transformer at workshop facilities		



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3	Inspections and Analysis - Active Part		
3.1	Untank active parts and assess		
3.2	Conduct preliminary test on transformer active parts		
3.3	Conduct Full oil analysis (DGA; Water, kV and acidity)		
3.4	Conduct DP analysis on the paper		
4	Inspections and Analysis – Tank		
4.1	Inspect tank		
4.2	Inspect all motors and coolers		
4.3	Inspect all pressure relief devices		
4.4	Inspect conservator		
4.5	Inspect all valves and piping		

Item	Description of the job	Yes / No	Comments
5	Bushings		
5.1	Conduct preliminary tests on all bushings. For condenser type bushings, Tan Delta/Partial Discharge test are required (issue test certificate)		
5.2	Take oil samples from bushings and have them analysed (with supervision from Rustenburg Local Municipality)		
5.3	Drain oil, dismantle and inspect all the bushings		
6	On-load tap changer (Box-type)		
6.1	Open front cover and inspect the defects		



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6.2	Remove all contact epoxy boards and inspect for cracks or any other defects		
6.3	Remove barrier boards and inspects for cracks and effects		
6.4	Inspect pressure relays for defects and check settings		
6.5	Inspect mechanical drive mechanism for defects		
6.6	Record transitional resistor value and compare with the name plate information where applicable		
6.7	Inspect all contacts and shafts for wear and defects		
7	On-load tap changer (Cylinder-type)		
7.1	Open and drain oil from the diverter switch		
7.2	Dismantle and untank the diverter switch		
7.3	Inspect, test and overhaul diverter switch		
7.4	Replace all faulty parts		
7.5	Test the diverter tube for leaks		
8	Reporting		
8.1	Supply full detailed report and recommendations		
8.2	Scrap copper price must be provided and indicated as a savings		

Tender Number: _____

Tenderer's Authorized Signatory: _____
 Name and Surname Signature

Name of Company: _____



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A.1: ADDITIONAL ACTIVITIES

Any additional activities offered to the above checklist shall be listed below with reasons for addition.			
Item	Description of the job	Yes / No	Comments



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Tender Number: _____

Tenderer's Authorized Signatory: _____
 Name and Surname Signature

Name of Company: _____

A.2: FACTORY REPAIRS / REFURBISHMENT

Item	Description of the job	Yes / No	Comments
1	Site Establishment		
1.1	Establish site according to sub – clause 4.7.1 of this document.		
2	Active parts		
2.1	Untank active parts and assess		
2.2	Conduct preliminary test on transformer active parts		
2.3	Dismantle yoke and remove faulty windings		
2.4	Check , clean and overhaul core		
2.5	Renew core bolt and clamp insulation as required		



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2.6	Strip and rewind all coils using new bright annealed high conductivity copper covered with Kraft paper. (Provide DP results for the paper – certificate) before and after processing		
2.7	Conduct preliminary test on new coils		
2.8	Pre-press winding(s) to specification		
2.9	Reassemble and dry core and windings		
2.10	Conduct pre-test to ensure correct ratios and resistances		
2.11	Fit and tape harnessing for final dry-out		
3	Tank and parts		
3.1	Drain oil from tank and clean and inspect tank.		
3.2	Overhaul and re-gasket tank and parts (valves, pumps, inspection plate, coolers etc.)		
3.3	Overhaul and pressure test all coolers (issue test certificate)		
3.4	Overhaul cooling motors and fans (issue test certificate)		
3.5	Overhaul, test and fit Buchholz relay (issue test certificate)		
3.6	Service all pressure devices, supply and fit new micro switches to all of them (issue test certificate)		
3.7	Inspect, clean and test all associated cable work		
3.8	Overhaul, re-gasket and replace all seals on conservator gauges and conservator tank		
3.9	Check and service conservator bag		

Item	Description of the job	Yes / No	Comments
4	Bushings		



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4.1	Conduct preliminary tests on all bushings. For condenser type bushings, Tan Delta/Partial Discharge test are required (issue test certificate)		
4.2	Take oil samples from bushings and have them analysed (with supervision from Rustenburg Local Municipality)		
4.3	Drain oil, dismantle and inspect all the bushings		
4.4	Replace seals and gaskets		
4.5	Assemble and fill with oil (SANS 555 Certificate for the oil used must be issued)		
4.6	Final test of bushings (issue test certificates)		
5	On-load tap changer (Box-type)		
5.1	Open front cover and inspect the defects		
5.2	Remove all contact epoxy boards and inspect for cracks or any other defects		
5.3	Remove barrier boards and inspects for cracks and effects		
5.4	Inspect pressure relays for defects and check settings		
5.5	Inspect mechanical drive mechanism for defects		
5.6	Record transitional resistor value and compare with the name plate information where applicable		
5.7	Inspect all contacts and shafts for wear and defects		
6	On-load tap changer (Cylinder-type)		
6.1	Open and drain oil from the diverter switch		
6.2	Dismantle and untank the diverter switch		
6.3	Inspect, test and overhaul diverter switch		
6.4	Replace all faulty parts		
6.5	Test the diverter tube for leaks		
6.6	On-load tap changer (Box-type)		



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7	Open front cover and inspect the defects		
7.1	Remove all contact epoxy boards and inspect for cracks or any other defects		
7.2	Remove barrier boards and inspect for cracks and effects		
7.3	Inspect pressure relays for defects and check settings		

Item	Description of job	Yes / No	Comments
7.4	Inspect mechanical drive mechanism for defects		
8	Final Assembly		
8.1	Check and tighten all parts of the active parts and final tank		
8.2	Draw vacuum		
8.3	Break the vacuum and test fit all parts {bushings. tap changer (box type)		
8.4	and ancillary parts}		
8.5	Draw vacuum and fill transformer with oil		
9	Test transformer as per SANS 60076 (part 1,2,3,4,5 and 10) included tests are as follows:		
9.1	Induced over voltage		
	a) Separate source over potential		
	b) No-load		
	c) Load losses and impedance voltage		
	d) No load loss [Copper and Iron losses]		
	e) Cellulose moisture content		



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	f) Insulation resistance		
	g) Winding resistance		
	h) Voltage/Turns ratio and Phase displacement		
	i) Zero phase Impedance		
	j) Transformer Tan Delta and Capacitance		
	k) Magnetising current		
	l) Core ground insulation		
9.2	Drain oil and prepare auxiliary parts for spray painting with original paint		
9.3	Wait to dry and load transformer and parts for transport to site		
10	Transport and Rigging		
10.1	Install unit at selected site: 0 – 20 tons		
10.2	Install unit at selected site: 20 – 40 tons		

Item	Description of job	Yes / No	Comments
10.3	Install unit at selected site: 40 – 60 tons		
10.4	Install unit at selected site: 60 – 80 tons		
10.5	Install unit at selected site: 80 – 100 tons		
10.6	Transport of transformer to site (per km)		
10.7	Offload transformer at site		
11	On – site activities		
11.1	Draw a vacuum for 48 hours		



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11.2	Supply virgin oil (per litre) (SANS 555 oil certificate)		
11.3	Fill oil under vacuum		

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A.2: ADDITIONAL ACTIVITIES



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Any additional activities offered to the above checklist shall be listed below with reasons for addition.			
Item	Description of the job	Yes / No	Comments

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Tenderer's Authorized Signatory: _____
Name and Surname Signature

Name of Company: _____



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A.3: ONSITE MAINTENANCE

Item	Description of job	Yes / No	Comment
1	Onsite risk and condition assessment		
2	High pressure wash the transformer to remove all oil and dirt from the transformer as well as the plinth		
3	Re-gasketing of main tank		
4	Re-gasketing of bushings		
5	Remove and Install new bushings where required		
6	Re-gasketing of tap changer chamber		
7	Tap changer service/maintenance		
8	Oil purification [regeneration]		
9	Oil drainage and top up		
10	Radiator fins inspection and maintenance		
11	Dehydrating Breather Maintenance/Service		
12	Changing of Silica Gel Desiccant		
13	Fans and fan motors service/maintenance and ensure correct rotation		
14	Remove old and install new fans where required		
15	Remove old and install new fan motors where required		
16	Oil circulation pumps and motors service/maintenance		
17	Remove old and install new oil circulation pumps where required		



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18	Conservator inspection and Service		
19	Buchholz Inspection and Service		
20	Winding Temperature Indicator Service and test		
21	Test, calibrate and adjust the indicators		
22	Oil Temperature Indicator Test and Service		
23	Spray paint the whole transformer		
24	Paint the bushings to match the phases		
25	Installation of drain valves where required		

Item	Description of job	Yes / No	Comments
26	Service, test and calibrate the thermometers		
27	Service, test and calibrate winding temperature indicators		
28	Remove old OTI and replace with new OTI where required		
29	Remove old WTI and replace with new WTI where required		
30	Remove old buchollz and replace with new buchollz where required		
31	Test Internal neutral CT where applicable		
32	Service and test magnetic type oil level gauge		
33	Remove old and replace with new magnetic type oil gauge where required		
34	Supply and install new HV surge arrestor brackets where required		
35	Supply and install new MV surge arrestor brackets where required		



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36	Supply and Install new HV surge arrestors		
37	Supply and install new MV surge arrestors		
38			
39			
40	Remove contaminated crusher stones and replace with new where required		
41	Maintenance of the aux/NEC/NEC transformer		
42	Remove faulty (old) NEC/NER and install and commission new NEC/NER		
43	Winding Resistance Test		
44	Transformer Turns Ratio Test		
45	Phase Displacement		
46	Insulation Resistance Test		

Item	Description of job	Yes / No	Comments
47	Polarity Index (PI)		
48	No load losses test		
49	Full load losses		
50	Zero sequence impedance		
51	Induced overvoltage with partial discharge		
52	Tan Delta Test		
53	Transformer Oil Break Down Test		
54	Magnetic Balance Test		
55	Draw routine oil sample		



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56	Dissolve Gas Analysis (DGA)		
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Tender Number: _____

Tenderer's Authorized Signatory: _____
Name and Surname Signature

Name of Company: _____

A.3: ADDITIONAL ACTIVITIES

Any additional activities offered to the above checklist shall be listed below with reasons for addition.			
Item	Description of the job	Yes / No	Comments



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A.4: WORKSHOP TRANSFORMER REPAIRS/REFURBISHMENT

Item	Description of the job	Yes / No	Comments
1	Site Establishment		
1.1	Allow for complying with all General and Special Conditions of Contract, labour requirements, site establishment , water and sanitary facilities, first aid services, electrical services		
1.2	Allow for the storage and safe keeping of all materials and equipment including the provision of insurances as stipulated in the Conditions of Contract. Allow for 24 hour security for the duration of the contract.		



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1.3	Allow for marking-up a full set of drawings to show the exact positions of cables, transformer earthing etc. These "As Built" drawings must be handed to the engineer at commissioning of the equipment. Also all maintenance manuals, including all technical literature, test certificates and wiring diagrams as per specification.		
1.4	Allow for marking-up a full set of drawings to show the exact positions of cables, transformer earthing etc. These "As Built" drawings must be handed to the engineer at commissioning of the equipment. Also all maintenance manuals, including all technical literature, test certificates and wiring diagrams as per specification.		
1.5	Allow for training for Rustenburg Local Municipality staff during installation and commissioning of complete installation.		
1.6	Any additional item(s), not shown in the schedules that the tenderer consider essential and wish to detail and price. (Provide full details)		
2	Onsite maintenance		
	Complete as per ANNEXURE A3		
3	Final assembly		
	Complete as per ANNEXURE A2: part 2,3,4,5,6,7,8		
4	Transformer tests		
	Complete as per ANNEXURE A2: 9		
4.1	Remove paper sample and test for DP		
4.2	Draw oil for SANS 555 report from bulk		
4.3	Draw oil sample for full DGA, moisture and kV report		



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Item	Description of job	Yes / No	Comments
5	Transport to site and offload		
5.1	Transport of transformer to site (per km)		
5.2	Offload transformer at site		
6	Rigging and installation		
6.1	Provide malthoid on plinth where required		
6.2	Install unit at selected site: 0 – 40 tons		
6.3	Install unit at selected site: 41 – 80 tons		
6.4	Install unit at selected site: 81 – 100 tons		
7	Tank and parts		
	Complete as per ANNEXURE A2: part 3		
8	Auxillaries		
8.1	Supply new silica gel breather where applicable		
8.2	Check and replace pressure relief devices		
8.3	Check and service Dry-Keep unit where required		
8.4	Check and test transformer protection indicators		
9	On site activities		
9.1	Drain oil and prepare auxiliary parts for spray painting with original paint		
9.2	Wait to dry and load transformer and parts for transport to site		
9.3	Draw a vacuum for 48 hours		
9.4	Supply virgin oil (per litre) where applicable		
9.5	Fill oil under vacuum		



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9.6	Connect the HV and MV bushings		
9.7	HV Busbar/Conductor Clamps		
9.8	HV Conductor (Centipede) where required		
9.9	HV Conductor (Hare) to Surge Arrestors		
9.10	Solid Copper Busbar 160mm x 12mm between MV TX bushing and cable termination		
9.11	Flexible clamp for Solid Copper Busbar 160mm x 12mm onto MV bushing		

Item	Description of the job	Yes / No	Comments
9.12	Provide MV Busbar/Conductor Clamps where required		
9.13	Tubular Aluminium busbar clamps (inclusive of end cap on one side)		
9.14	MV Conductor (Bull)		
9.15	Supply, Install surge arrestors brackets where required		
9.16	Connect the auxilliary wiring to the marshalling kiosk		
9.17	Connect the NECR/Aux transformer and transformer earth lead		
9.18	Remove existing plinth		
9.19	Install new concrete plinth (25MPA)		
9.2	Remove existing marshalling kiosk		
9.21	Remove existing termination structure		
9.22	Supply & install complete cable support structure for cable terminations & cable supports. Required foundations, bolts, nuts, indication signage and earthing to be included		



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9.23	Corrosion protection paint to steel		
9.24	Supply and install galvanized holding down bolts for steel structures		
9.25	Install new removable barrier welded mesh fence with frame		
9.26	70mm ² CCS conductor and connect onto main earth grid using exothermic welding only		
9.27	Test and verify earthmat integrity		
9.28	Control and Low Voltage cables where required		
10	Adhoc purchases		
10.1	7 Core - 2.5mm ²		
10.2	12 Core - 2.5mm ²		
10.3	4 Core - 2.5mm ²		
10.4	4 Core - 16mm ²		
10.5	4 Core - 4mm ²		
10.6	19 Core - 2.5mm ²		
10.7	4 Core - 1.5mm ² (screened)		
10.8	Cable racking - 300mm wide		
10.9	7 Core - 2.5mm ² termination		

Item	Description	Yes / No	Comments
10.10	12 Core - 2.5mm ² termination		
10.11	4 Core - 2.5mm ² termination		
10.12	4 Core - 16mm ² termination		



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10.13	4 Core - 4mm ² termination		
10.14	19 Core - 2.5mm ² termination		
10.15	4 Core - 1.5mm ² termination		
10.16	Verification of all control and protection circuits and as the supply of as-built drawings		
10.17	Terminate 500 mm ² x 1c Cu Cable		
10.18	Joint 500mm ² x 1c Cu Cable		
11	On site Testing		
	Electrical Test to be performed		
11.1	a) Induced over voltage		
	b) Separate source over potential		
	c) No-load		
	d) Load losses and impedance voltage		
	e) No load loss [Copper and Iron losses]		
	f) Cellulose moisture content		
	g) Insulation resistance		
	h) Winding resistance		
	i) Voltage/Turns ratio and Phase displacement		
	j) Zero phase Impedance		
	k) Transformer Tan Delta and Capacitance		
	l) Magnetising current		
	m) Noise level test		
	n) Core ground insulation		
11.2	Draw oil sample for DGA report		



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12	Liven up and Handover to Rustenburg Local Municipality		
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Name of Company: _____



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A.4: ADDITIONAL ACTIVITIES

Any additional activities offered to the above checklist shall be listed below with reasons for addition.			
Item	Description of the job	Yes / No	Comments

Tender Number: _____

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Name and Surname Signature

Name of Company: _____



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FUNCTIONALITY



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Item	Criteria	Weights	Max score
1	Company Previous Experience		
	The bidder shall provide references for projects where similar work was successfully completed.		
1.1	1 – 2 Similar Projects (Value = 1) 3 – 4 Similar Projects (Value = 3) 5 – Above Similar Projects (Value = 5)	20	
2	Experience of key Personnel		
	The bidder must indicate if it has the human workforce, with the necessary experience and expertise to successfully comply with the requirements of the contract		
2.1	Team Leader (Attach CV and certified qualifications: Engineering Degree / Diploma, ORHVS Certificates) 0 – 2 years (Value = 1) Above 2 years but less than 5 years (Value = 3) Above 5 (Value = 5)	5	
2.2	Rigger (Attach CV and certified qualifications/certificates: Rigging Certificate) 0 – 2 years (Value = 1) Above 2 years but less than 5 years (Value = 3) Above 5 (Value = 5)	5	
2.3	Occupational Health and Safety (Attach CV and certified qualifications: OHS Training Certificates) 0 – 2 years (Value = 1) Above 2 years but less than 5 years (Value = 3) Above 5 (Value = 5)	5	
2.4	Electricians / Assistants (Attach CVs and certified qualifications: Electrician Certificate) 0 – 2 years (Value = 1) Above 2 years but less than 5 years (Value = 3) Above 5 (Value = 5)	5	
3	Financial Capacity of bidder		



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	The bidder to provide information relating to their financial capacity to provide the required service. Bank rating letters shall be required to indicate bidder's financial standing.		
3.1	Bank Rating: D (Value = 1) Bank Rating: C (Value = 3) Bank Rating: B and above (Value = 5)	10	
4	Registration with Department of Labour		
	The bidder shall attach proof of relevant registration as required		
4.1	Bidder has valid registration as electrical contractor (Value = 5) Bidder is not registered as electrical contractor (Value = 0)	10	
4.2	Bidder has valid compensation for occupational injuries and diseases act (COIDA) registration (Value = 5) Bidder does not have compensation for occupational injuries and disease act (COIDA) registration (Value = 0)	10	
5	Plant and Equipment		
	The bidder shall indicate in the proposal, the equipment and facilities available to successfully complete the works in line with the provisions of the tender specifications. Proof of ownership / access through rental agreements shall be submitted with bid.		
5.1	Light Duty Vehicle Access to own LDV (Value = 5) Access to rented LDV (Value = 3)	5	
5.2	Lowbed Truck and Trailer Access to own Lowbed Truck and Trailer (Value = 5) Access to rented Lowbed Truck and Trailer (Value = 3)	5	
5.3	Mobile Crane Access to own Mobile Crane (Value = 5) Access to rented Mobile Crane (Value = 3)	5	
5.4	Maintenance Tools Access to own Tools (Value = 5) Access to rented Tools (Value = 3)	5	
6	Value Added Service		



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	Is there any information the bidder deems to be relevant to their submission, which shall add value to the operations of the Municipality, assist the Municipality in meeting its empowerment mandates and result in successful implementation of the project.		
6.1	Empowerment proposal submitted Excellent (Value = 5) Average (Value = 3)	10	
Total		100	

Calculate the points scored according to the following formula:

$$Ps = \frac{[So]}{Ms} \times Ap$$

Where:

Ps = percentage scored for functionality by the bid under consideration

So = total score of bids under consideration, i.e. weight X value = score

Ms = maximum possible score = 500

Ap = percentage allocated

$$\text{Total percentage scored by the bidder on functionality: } Ps = \frac{\quad \times 100}{500} =$$

No tender will be regarded as an acceptable tender/responsive if it fails to achieve the minimum qualifying score for functionality of 70 out of a maximum of 100 points.

Bidders should take note of the above technical (quality) evaluation criteria.

- All the necessary documentation must be submitted for the Evaluation Panel to make an informed evaluation. Evaluation of the Technical (Quality) requirements will be based on the information provided by the bidder.
- Bids that do not meet a minimum of 70% in total for the criteria listed above will not be considered further.



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PRICING INSTRUCTION

1. Prices will be fixed for the first year of the contract.
2. Increase for the second and third year will be CPIX based.
3. Prices must be VAT inclusive.



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PRICING SCHEDULE