



MEMORANDUM

Infrastructure Services

CHECK BEFORE SUBMISSION	YES	NO
REGISTERED ON CSD DATABASE		
LETTER - SOLE SUPPLIER if applicable.		
QUOTE/INVOICE ATTACHED		
BUDGET (SAMRAS)		
CASHFLOW		
SIGNATURES		

To Aan: MUNICIPAL MANAGER
From Van: VICTOR DYUSHA
Job Title: MANAGER: METERING, LOSS CONTROL & DWARSRIVIER
Date Datum: 14 September 2023
Re Insake: DEVIATION: EMERGENCY: Supply and delivery of an 11kV circuit breaker at Franschhoek 66kV substation

1. PURPOSE

To obtain approval in terms of Supply Chain Management Policy, to deviate from the official procurement process in terms of section 36 of the approved SCM Policy.

REASON FOR DEVIATION: (Mark with x where applicable)		
1.	Emergency. "Emergency dispensation" means emergency as referred to in paragraph 36(1)(a)(i) of this policy under which one or more of the following is in existence that warrants an emergency dispensation;	
	a The possibility of human injury or death;	
	b The prevalence of human suffering or deprivation of rights;	x
	c The possibility of damage to property, or suffering and death of livestock and animals;	
	d The interruption of essential services, including transportation and communication facilities or support services critical to the effective functioning of the municipality as a whole;	x
	e The possibility of serious damage occurring to the natural environment;	
	f The possibility that failure to take necessary action may result in the municipality not being able to render an essential community service;	x
	g The possibility that the security of the state could be compromised; or	
	h The prevailing situation, or imminent danger, should be of such a scale and nature that it could not readily be alleviated by interim measures, in order to allow time for the formal procurement process. Emergency dispensation shall not be granted in respect of circumstances other than those contemplated above.	x
2.	Goods or services are produced or available from a single provider	
3.	Acquisition of special works of art or historical objects where specifications are difficult to compile.	
4.	Acquisition of animals for zoos and /or nature and game reserves	
5.	Exceptional case and it is impractical or impossible to follow the official procurement processes	

2. SUBSTANTIATE WHY SCM PROCESS COULD NOT BE FOLLOWED (TO BE REPORT TO COUNCIL)

The SCM process can not be followed because of the urgency to have the 11kV circuit breaker purchased and installed as soon as possible and to prevent possible power outage that will affect all residents of Franschhoek should the circuit breaker feeding transformer number 1 also fail.

3. BACKGROUND

At the municipality's Franschhoek 66kV intake substation there are two 66/11kV step down voltage transformers each feeding a ray of 11kV ACTOM SBV4 floor standing metal enclosed switchgears rated 800A. To enable the operations team to safely isolate each transformer without causing power interruption there are two 11kV ACTOM SBV4 feeder circuit breakers each rated 1250A. The two transformers can operate simultaneously by closing both 1250A SBV4 feeder circuit breakers and opening a bus-section or operate individually by closing or opening each 1250A SBV4 circuit breaker and closing the bus-section.

The substation is designed to have two 66/11kV voltage transformers and two 1250A vacuum circuit breakers for redundancy in case one of the two fails or becomes faulty then the other would be in operation to avoid power interruption. Should one of the two 1250A fail then Franschhoek residents will only be supplied from one 66/11kV transformer and that is a high risk.

4. DISCUSSION

One of the two 1250A SBV4 circuit breakers feeding from the second 66/11kV voltage transformer has been found to be faulty and therefore needs to be urgently replaced. Franschhoek residents are currently fed from one voltage transformer, and should the transformer also fail then the residents will be without electricity for days while the municipality is sourcing out a supplier to repair the transformer and supply repair material when needed. To prevent a total power outage ACTOM(Pty) Ltd the manufacturer of the existing circuit breakers was requested to provide a quotation for a new vacuum circuit breaker. The costs associated with the supply and delivery of the circuit breaker are included in item number 5 of this memorandum.

5. FINANCIAL IMPLICATIONS

A quotation to supply and delivery of the 11kV SBV4 1250A vacuum circuit breaker was obtained from ACTOM the manufacture of the circuit breaker and the total amount is indicated to be as follows.

Item no.	Description	Unit Price (VAT exclusive)
1	Supply and delivery of an 11kV 1250A 25kA SBV4 VCB	R177 416
	Total (VAT inclusive)	R 204 028,40

Funds will be utilized from the following ukey

Maintenance of unspecified assets :20220630078020(Operational Ukey)

Available funds in the ukey : R 2 040 000

6. IT IS RECOMMENDED THAT:

6.1 An approval be granted to purchase the 11kV SBV4 1250A vacuum circuit breaker from ACTOM (Pty) Ltd, the manufacturer of the circuit breaker for the electricity department to install at Franschoek.

Compiled by



VICTOR DYUSHA

Manager: Metering, Loss Control & Dwarsrivier

Date: 14/09/2023

Supported by



Nombulelo Zwane

Senior Manager: Electricity Services

Date: 14/9/23

Supported by



SHANE CHANDAKA

Director: Infrastructure Services

Date: 18/09/23

DEVIATION:

7. SUPPLY CHAIN MANAGEMENT COMMENTS:

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8. APPROVAL:

REQUEST SUPPORTED / NOT SUPPORTED BY THE STELLENBOSCH MUNICIPAL BID ADJUDICATION COMMITTEE		
Name	Signature	Date

Comments:

CHAIRPERSON..... DATE

RECOMMENDATION FROM BID ADJUDICATION COMMITTEE APPROVED BY THE ACCOUNTING OFFICER

Comments:

ACCOUNTING OFFICER..... DATE



Your One-Stop Global Energy Supply Partner



ELECTRICAL PRODUCTS Cape Town

STELLENBOSCH MUNICIPALITY

DATE: 12 September 2023

YOUR REF: Franshoek Breaker Repair New Breaker Quote REF 1

ATTENTION: Martin Slabber

RE: SUPPLY 11kV 800A & 1250A 25KA SBV4 Vacuum Circuit Breakers

We thank you for your enquiry and have pleasure in returning your completed document. Our additional comments are as follows: -

DESCRIPTION OF OFFER

ITEM 1:- SBV4 VCBs

For the supply of 2 x ACTOM TYPE SBV4 11KV-25KA-95kV B.I.L vacuum circuit breakers equipped as per the below technical detail: -

Item	Description	Unit Price in ZAR Excl. VAT	Total Price in ZAR Excl. VAT
1	11kV 800A 25kA SBV4 VCB	R 168 466.00	R 168 466.00
2	11kV 1250A 25kA SBV4 VCB	R 177 416.00	R 177 416.00

DETAIL OF SBV4 CIRCUIT BREAKER OFFERED

Type SBV4 800/25/MOT/IE/207/6W CB ASSY
Rated Voltage 12KV
Rated Current 800A
Fault Level 25KA
Mechanism Type MWS
Motor voltage 110 VDC
Shunt trip Coil 110 VDC
Closing Coil 110 VDC
Aux switch 12 way

DETAIL OF SBV4 CIRCUIT BREAKER OFFERED

Type SBV4 1250/25/MOT/IE/207/6W CB ASSY
Rated Voltage 12KV
Rated Current 1250A
Fault Level 25KA
Mechanism Type MWS
Motor voltage 110 VDC
Shunt trip Coil 110 VDC
Closing Coil 110 VDC
Aux switch 12 way

ACTOM (Pty) Ltd
Registration Number: 2008/001863/07
Chairman: MA Mthethwa
Group Chief Executive Officer: M Naidoo
Directors:
Executive: M Naidoo, D Lubbe, EA Van Wyngaardt, S Chauke
(MLE Augonnet* - Alternate to S Chauke) *French
Non-Executive: C Kula, N Mohamad, S Ntswayi

12 Hawkins Ave, Epping Industria, 7460
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Tel: +27 (021) 532-2000
www.actomep.co.za

NOTES ON TENDER

PAINTING

As we have a modern powder coating plant, we have based our offer on our standard "structural finish" powder coated process. Where white interior is requested, our standard is to paint the chassis plate only in the instrument chamber white.

SPECIFICATIONS

The vacuum circuit breakers comply with the specifications of IEC 62271-100/200.

DRAWINGS

We have based our offer on our CAD version 2019 produced standard general arrangement and schematic drawings. We do not produce wiring diagrams, however, our schematics are sufficient for fault tracing.

DRAWING APPROVAL

Approval of the drawings is of the utmost importance to ensure that no delays are experienced during the manufacturing cycle. Generally, we will provide general arrangement and schematic diagrams within 6-8 working weeks of order placement depending on the complexity and size of the project.

Approval of the drawings is required within two weeks of submittal.

Depending on the modifications requested on the drawings, we reserve the right to amend the delivery dates agreed upon and to adjust our prices accordingly.

If no response is received within the allotted approval time, ACTOM MV SWITCHGEAR will assume that the drawings comply with your requirements, and that manufacturing can proceed.

MANUALS

We have based our offer on our standard maintenance manual.

TERMINALS

Our offer is based on the following ELMEX type wiring terminals being used unless otherwise specified in the enquiry document –

Ct circuits - spring loaded terminals

All other circuits - standard clamp terminals.

WIRING

Our standard wiring colours are as follows:-

Red, white & blue for phase colours, grey for dc circuits, black for ac circuits.

The standard wire sizes used are as follows:-

2.5mm² 7 strand for ct circuits.

2.5mm² 7 strand for dc circuits.

2.5mm² 7 strand for ac circuits.

1.5mm² black multi strand for circuit breaker wiring.

LED'S

Led's when specified will be of the sealed lamp and body type.

TESTING

Should the customer request that the testing of the switchgear at our works, be performed by an outside contractor, this will be based on the contractor providing all of his own test equipment.

EXCLUSIONS

Unless otherwise stated in our offer, we have not included for the following:-

Cable connectors, surge arrestors, IED logic diagrams, SCADA systems, SCADA integration, LV/MV Cabling, Cabling Kits, Lugs, Civil Work, Cable Racking, BTU's.

SHEQ REQUIREMENTS

Unless otherwise stated in our offer, we have not included for Inductions, Medicals, Contractors pack or Safety files.

Should any of the above be applicable, we would need a specification listing your requirements with regards to time spans, number of copies etc.

VALUE ADDED TAX

Our prices quoted do not include Value Added Tax or any other taxes or duties applicable to the manufacture and sales of the goods.

PRICE BASIS

Our quotation is strictly net and makes no allowance for settlement discount. 50% ON ORDER, 50% ON DELIVERY (COD)
2.5%, 30 Day Settlement discount for account holders.

DELIVERY

- Our offer is ex works, CT.
- Based on our present workshop loading, we can offer a delivery period 14-16 Working Weeks.
- We have not included for transport to witness the FAT. If you wish to witness the FAT it shall be at your own expense.

RISK AND TITLE

Risk in the goods shall pass on delivery but ownership in any goods delivered shall remain vested in ACTOM until the entire Contract Price has been paid by "the Buyer" to ACTOM.

BLACK ECONOMIC EMPOWERMENT (BBBEE)

ACTOM (Pty) Ltd, Reg No. 2008/001863/07, has been verified as a Level 1 Contributor and currently has a Procurement Recognition level of 135%.

VALIDITY

This offer remains open for acceptance for 30 days. The validity therefore expires and is thereafter cancelled. We may be able to extend this period upon receipt of your written request.

SAFETY, HEALTH, ENVIRONMENT AND QUALITY (SHEQ)

Our suppliers are proud to comply with the requirements of the following recognized International standards:

ISO 9001 – Quality Management Systems

ISO 14001 – Environmental Management Systems

OHSAS 18001 – Occupational Health & Safety Management Systems

WARRANTY

ACTOM shall make good, by repair or, at its option, by the supply of a replacement, defects which, under proper use, appear in the goods and which defects are notified by "the Buyer" to ACTOM in writing within a period of twelve months after the goods have been delivered to "the Buyer". The repaired or replaced portion will be delivered free to the initial place of delivery. The defective portion thus placed remains our property. ACTOM shall not be liable for any expenses, apart from the cost of the repair or replacement of the goods, as the case may be, which may be incurred by "the Buyer" in returning the defective goods to ACTOM.

FORCE MAJEURE

ACTOM shall not be liable for any delay in performing or any failure to perform any of its obligations in terms of the Contract due to a cause beyond its reasonable control, including but without being limited to any of the following: strikes, lock-outs, labour disputes or other industrial action; sabotage, terrorism, civil commotion, riot, invasion, war, threat of or preparation of war; fire, explosion, storm, flood, subsidence, epidemic or other natural physical disaster or act of God; impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; any act or policy of any state or government or other authority having jurisdiction over either party.

CONSEQUENTIAL DAMAGES

In no event, whether as a result of breach of contract, indemnity, warranty, delict (including negligence), strict liability or other cause arising, shall ACTOM be liable for any special, consequential, incidental or exemplary damages whether foreseeable or not including, but not being limited to, loss of profit or revenues, loss of use of products or any associated equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, downtime cost, or claims of customers of "the Buyer" for such damages. Should the products or services being provided by ACTOM in terms of this agreement be provided, sold or otherwise made available by "the Buyer" to any third party, then "the Buyer" shall obtain from that third party a provision affording ACTOM the protection of this clause vis-à-vis that third party.

LIMITATION OF LIABILITY

Save as otherwise explicitly stated in this agreement, in no event, whether as a result of breach of contract, indemnity, warranty, delict (including negligence), strict liability or any other cause arising, shall ACTOM's liability to "the Buyer" or its insurers for any loss or damage arising out of, or resulting from this agreement, or from the performance or breach thereof, or from the products or services furnished hereunder, exceed 10% of the Contract Price. Furthermore, any liability or obligation of ACTOM of whatsoever nature (whether in terms of this agreement or otherwise) shall terminate upon the expiration of the warranty period specified.

TERMS AND CONDITIONS

Our quotation is made subject to our Standard Conditions of Sale/Tender ("ACT/2022_EP"). A copy of which is available upon request.

CANCELLATION TERMS/TERMINATION OF CONTRACT – ALL ITEMS/EQUIPMENT

In the event of Termination of Contract by the Purchaser for reasons which lay beyond the Supplier's responsibility and if nothing separate is agreed, the Supplier is entitled to claim Cancellation fee as stated hereunder:

Cancellation within 4 weeks of the order date, 20% of the contract value.
Cancellation within 6 weeks of the order date, 45% of the contract value.
Cancellation within 8 weeks of the order date, 80% of the contract value.
Cancellation after "Ready for Shipment Notification", 100% of the contract price.

NB – No return/cancellation on non-standard/purpose manufactured Transmission and Distribution equipment

ACTOM

Yours faithfully
ACTOM Electrical Products



SIGNATURE
Andrew Barnard
T&D SALES ENGINEER



SIGNATURE
Billy Murray
BRANCH MANAGER

