



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED 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 | |



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

INDEX/TABLE OF CONTENTS

| DOCUMENT NAME ABBREVIATION | DOCUMENT NAME/DESCRIPTION |
|---------------------------------------|---|
| TS | TENDERING CONDITIONS |
| AE(DP) | ADMINISTRATIVE EVALUATION (DOCUMENT COMPLETION) |
| MBD 1 | ADMINISTRATIVE EVALUATION (ATTACHMENT OF MANDATORY DOCUMENTS) |
| DTA | DOCUMENT TENDER ADVERT |
| MBD 1 | INVITATION TO BID (PART A) PART B |
| MBD 4 | DECLARATION OF INTEREST |
| MBD 5 | DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED) |
| MBD 6.1 | PREFERENCE CLAIM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS |
| MBD 7.2 | CONTRACT FORM - RENDERING OF SERVICES |
| MBD 8 | DECLARATION OF ABUSE OF SUPPLY CHAIN MANAGEMENT SYSTEM |
| MBD 9 | CERTIFICATE OF INDEPENDENT BID DETERMINATION |
| SECTION 38 | DECLARATION OF BIDDERS'S PAST PRACTICES |
| SF | SIGNATORY FORM |
| GCC | GENERAL CONDITIONS OF CONTRACT |
| TOF | TERMS OF REFERENCE/ BID SPECIFICATIONS |
| F | FUNCTIONALITY |
| PI | PRICING INSTRUCTIONS |
| PS | PRICING SCHEDULE |



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

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.

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



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

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.**
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



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

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.

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.



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

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

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.



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

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 03 November, from 09H30 TO 10H00 at Rustenburg Local Municipality Electrical Department 98 Zendeling Street
3. Sealed bid documents marked: **“RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED 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 **13 DECEMBER @ 11H00**,
4. The bid will be evaluated as follows: **Administrative evaluation (document completion and attachment of mandatory documents), 100% local content ((steel products and components for construction& 90% local content (Transformers and shunt reactors) 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



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

**PART A
INVITATION TO BID**

MBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE RUSTENBURG LOCAL MUNICIPALITY

| | | | | | |
|--|---|----------------------|------------------|----------------------|-------|
| BID NUMBER: | RLM/DTIS/0012/2021/22 | CLOSING DATE: | 13 DECEMBER 2021 | CLOSING TIME: | 11H00 |
| DESCRIPTION | APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED 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: | |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX] | <input type="checkbox"/> Yes <input type="checkbox"/> No | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | | <input type="checkbox"/> Yes <input type="checkbox"/> 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]



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

| | | | |
|---|---|--|---|
| <p><i>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</i></p> | <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[IF YES ENCLOSE PROOF]</p> | <p><i>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</i></p> | <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[IF YES, ANSWER PART B:3]</p> |
| <p><i>TOTAL NUMBER OF ITEMS OFFERED</i></p> | | <p><i>TOTAL BID PRICE</i></p> | <p>R</p> |
| <p><i>SIGNATURE OF BIDDER</i></p> | <p>.....</p> | <p><i>DATE</i></p> | |
| <p><i>CAPACITY UNDER WHICH THIS BID IS SIGNED</i></p> | | | |
| <p>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</p> | | <p>TECHNICAL INFORMATION MAY BE DIRECTED TO:</p> | |
| <p>DEPARTMENT</p> | <p>SCM</p> | <p>CONTACT PERSON</p> | <p>Mr. P. Bergh</p> |
| <p>CONTACT PERSON</p> | <p>MR J MASINGA</p> | <p>TELEPHONE NUMBER</p> | <p>014 590 3371</p> |
| <p>TELEPHONE NUMBER</p> | <p>0145903123</p> | <p>E-MAIL ADDRESS</p> | <p>pbergh@rustenburg.gov.za</p> |
| <p>E-MAIL ADDRESS</p> | <p>jmasinga@rustenburg.gov.za &tenders@rustenburg.gov.za</p> | | |



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

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. |
| 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS | |
| 3.1. | IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.2. | DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.3. | DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.4. | DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.5. | IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO |
| IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE. | |

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS 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:



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

MBD 4: DECLARATION OF INTEREST

No bid will be accepted from persons in the service of the state¹.

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, hareholder²):
- 3.4 Company Registration Number:
- 3.5 Tax Reference Number:
- 3.6 VAT Registration Number:.....

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state?

(Tick applicable box)

| | | | |
|-----|--------------------------|----|--------------------------|
| YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
|-----|--------------------------|----|--------------------------|

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



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

- (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)

| | | | |
|-----|--------------------------|----|--------------------------|
| YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
|-----|--------------------------|----|--------------------------|

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 | <input type="checkbox"/> | NO | <input type="checkbox"/> |
|-----|--------------------------|----|--------------------------|

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?



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

(Tick applicable box)

| | | | |
|-----|--------------------------|----|--------------------------|
| YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
|-----|--------------------------|----|--------------------------|

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?

(Tick applicable box)

| | | | |
|-----|--------------------------|----|--------------------------|
| YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
|-----|--------------------------|----|--------------------------|

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 | <input type="checkbox"/> | NO | <input type="checkbox"/> |
|-----|--------------------------|----|--------------------------|

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 | <input type="checkbox"/> | NO | <input type="checkbox"/> |
|-----|--------------------------|----|--------------------------|

3.14.1 If yes, furnish particulars.....



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

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

| Full Name | Identity Number | Personal Reference Tax Number | State Employee Number |
|-----------|-----------------|-------------------------------|-----------------------|
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| | | | |

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

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.
.....
.....
.....
- 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



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

.....
.....

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.

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



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

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

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



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

- (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;
- (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



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

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:

| 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 | <input type="checkbox"/> | NO | <input type="checkbox"/> |
|-----|--------------------------|----|--------------------------|



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

7.1.1 If yes, indicate:

- 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 | <input type="checkbox"/> | NO | <input type="checkbox"/> |
|-----|--------------------------|----|--------------------------|

- 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]



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....

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;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

- (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.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:
ADDRESS



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS
MBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

- x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as required in paragraph 4.1 below.

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

1.6. A bid may be disqualified if –

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

2. Definitions

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



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

- 2.8. “stipulated minimum threshold” means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. “sub-contract” means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

| <u>Description of services, works or goods</u> | <u>Stipulated minimum threshold</u> |
|--|-------------------------------------|
| _____ | _____ % |
| _____ | _____ % |

- 4. Does any portion of the services, works or goods offered have any imported content?
(Tick applicable box)

| | | | |
|-----|--------------------------|----|--------------------------|
| YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
|-----|--------------------------|----|--------------------------|

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date of advertisement of the bid.

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

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

| Currency | Rates of exchange |
|-----------------|--------------------------|
| US Dollar | |
| Pound Sterling | |
| Euro | |
| Yen | |
| Other | |

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

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

| | | | |
|-----|--------------------------|----|--------------------------|
| YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
|-----|--------------------------|----|--------------------------|



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

5.1. If yes, provide the following particulars:

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

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

6. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the Accounting Officer / Accounting Authority provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

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

.....
NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thedti.gov.za/industrial development/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
 - (ii) the declaration templates have been audited and certified to be correct.
- (c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

| | |
|--|---|
| Bid price, excluding VAT (y) | R |
| Imported content (x), as calculated in terms of SATS 1286:2011 | R |
| Stipulated minimum threshold for local content (paragraph 3 above) | |
| Local content %, as calculated in terms of SATS 1286:2011 | |

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS
CONTRACT FORM - RENDERING OF SERVICES **MDB 7.2**

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

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;
 - 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.



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

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.
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:



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

MBD 8: DECLARATION OF ABUSE OF SUPPLY CHAIN MANAGEMENT SYSTEM

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

| 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 <input type="checkbox"/> | No <input type="checkbox"/> |
| 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 <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.2.1 | If so, furnish particulars: | | |
| 4.3 | Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 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 <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.4.1 | If so, furnish particulars: | | |



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

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



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

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.
- 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



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
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



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

SECTION 38: DECLARATION FORM

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.

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:



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

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:



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

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
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



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

- 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.

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



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

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.

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.



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

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.

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.



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

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.

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.



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

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.

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.



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

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

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



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

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

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



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

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. 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, 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.



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

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.

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



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

(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.

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,



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

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;

- (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.



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

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.

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.



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

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.



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

TERMS OF REFERENCE/ SPECIFICATIONS

STANDARD TECHNICAL SPECIFICATION GUIDELINES: HV-016/1A

**(SF6 / VACUUM)
RING MAIN UNITS (WITH METERING)**

Guidelines.

This Guidelines can be used for the offering of SF6 / Vacuum ring-main units

Compulsory: Attach specifications and test certificates on all products offered

1. GENERAL INFORMATION

This specification is applicable to oil mini-substations.

1.1 System particulars:

| | | |
|--------------------------|---|--------------|
| Normal operating voltage | : | 11 000 Volt |
| Normal operating voltage | : | 230/400 Volt |
| Frequency | : | 50 Hz |
| Number of phases | : | 3 |
| Neutral earthing | : | Solid |

1.2 Service conditions:

| | | |
|----------------------|---|------------------------|
| Maximum temperature | : | 40° C |
| Altitude | : | 1200 m above sea level |
| Lightning conditions | : | Severe |

2.1.1 NORMATIVE REFERENCES

Latest Edition:



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

SABS 1874 as amended
SABS IEC 61330 as amended
SANS 1872 as amended

2.1.2 SERVICE CONDITIONS

- a. Unless otherwise specified in the Technical Schedules in the following sections of this document, all equipment offered shall be suitable for use under the following service conditions. Installation shall be in normal indoor conditions in accordance with IEC 60694.

| | |
|--------------------------------|-------------------|
| Ambient temperature | -10°C to 50°C |
| Altitude | 1000 to 1600m |
| Average humidity | Not exceeding 95% |
| Level of atmospheric pollution | High |

Table 2.1 – Service Conditions

2.2 GENERAL MECHANICAL AND STRUCTURAL CONSTRUCTION

All Ring main units with or without metering shall be supplied in an outdoor ARC Proof metal enclosed cubicle with Top Vent.

- a. The RMU unit shall be of **the outdoor fully arc proof metal enclosed (Top Vent)**, free standing, floor mounting, flush fronted type, consisting of modules assembled into one or more units. Each unit is to be made of a cubicle sealed for life with SF6 gas and contains all medium voltage components sealed off from the environment. If a system requires use of several units a separate extension of the busbar shall form a system with a common busbar.
- b. The overall design of the switchgear shall be such that front access only is required. It shall be possible to erect the switchboard against a substation wall, with MV cables being terminated and accessible from the front.
- c. The unit shall be constructed from at least 3 mm thick stainless steel sheets. The design of the units shall be such that no permanent or harmful distortion occurs either when being lifted by eyebolts or when moved into position by rollers.



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

- d. The cubicle shall have a pressure relief device. In the case of an internal arc, the high pressure caused by the arc shall be released by the device. The hot gases shall be exhausted from the top of the cubicle. A controlled direction of flow of the hot gas shall be achieved in order to avoid injury to the operator.
- e. The switchgear and control gear shall have the minimum degree of protection (in accordance with IEC 60529)
 - IP 67 for the tank with high voltage components
 - IP 2X for the front covers of the mechanism
 - IP 3X for the cable connection covers
- f. The switchgear shall have an optional possibility to be extendable in either direction.
- g. Each unit shall be supplied with an operating handle.

2.3 PANEL (MODULE) DESCRIPTION

2.3.1 Incoming cable module

- a. The incoming cable module shall consist of an SF₆ cubicle housing an on-load switch disconnecter and an earth switch.
- b. The busbars and all electrical connections shall be located inside the tank.
- c. The operating shafts for the switches shall have rotary seals where they enter the SF₆ cubicle.
- d. The operating mechanisms shall be located outside on the front of the SF₆ tank.
- e. Cable bushings shall be located on the front of the SF₆ cubicle in a separate cable compartment.
- f. Access to the cable bushings shall be in the lower part of each module.
- g. Covers containing the mimic diagram and having a degree of protection IP2XC shall be used to close the front of the panels.



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

2.3.2 The Circuit Breaker Module (Transformer Feeder) (NEIDI Configuration)

- a. It shall consist of a Vacuum / SF₆ cubicle housing a circuit breaker unit and a disconnector earth switch.
- b. The circuit breaker shall be of the type and rating as indicated in the technical schedules.
- c. An integrated (self-powered) relay and associated CT's shall be used for tripping of the circuit breaker during fault conditions.
- d. Busbars and all electrical connections shall be located inside the tank.
- e. The operating shafts for the switching devices shall have rotary seals where they enter the SF₆ cubicle.
- f. The operating mechanisms shall be located outside on the front of the SF₆ tank.
- g. Cable bushings shall be located on the front of the SF₆ cubicle in a separate cable compartment.
- h. Access to the cable bushings shall be in the lower part of each module.
- i. Covers containing the minimum diagram and having a degree of protection IP2XC shall be used to close the front of the panels.

2.4 CIRCUIT BREAKERS

- a. Circuit breakers shall be of the vacuum/SF₆ type.
- b. Circuit breaker ratings shall be as specified in the Technical Schedules
- c. The circuit breaker main circuit shall be connected in series with a three-position disconnector-earth switch.
- d. The operation between circuit breaker and disconnector earth switch shall be mechanically interlocked.

2.5 BUSBARS



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

- a. The busbars shall comprise of 3 single phase copper busbars and the connections to the on-load cable modules and the circuit breaker module
- b. The busbar shall be fully integrated inside the SF₆ cubicle.
- c. The busbars and the circuit connections to the busbars shall have normal current ratings suitable to the application and shall be calculated by the Contractor.
- d. Busbars shall be rated to withstand all dynamic and thermal stresses for the full length of the switchgear.
- e. The use of cabled sections in busbar runs (e.g. to provide connections to bus-couplers) is not acceptable without the written approval of the Electrical Engineer.
- f. The temperature rise of busbars, busbar joints, busbar connections and breaker plug-in contact shall not exceed the figure laid down by BS 159 when carrying rated current, due account being taken of temperature rise correction for altitude.

2.6 RATING OF SWITCHGEAR

2.6.1 Voltage Rating

- a. The MV switchgear shall be suitable for safe operation on the specified system for all operating conditions. The working voltage for the building substation is 11kV.
- b. There shall be no audible corona discharge under working conditions. This requirement shall be taken to be complied with only if the audible corona extinction voltage, phase-to-earth, or phase-to-phase, is not less than 125% of nominal system voltage. Compliance may be conceded if it can be shown that any discharge below the specified level takes place at points remote from all dielectric materials and cannot cause their deterioration.



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

2.6.2 Fault Capacity

- a. The switchgear shall have the fault current ratings at nominal system voltage as specified in the Technical Schedules.
- b. The contractor shall be required to verify the system fault level, and submit the details to the Electrical Engineer before commencing with manufacture.
- c. Testing shall be done on an entire switch unit, complete with circuit breaker, potential transformer and condenser bushings where applicable, current transformers, busbars, shutters, cable boxes and if necessary, such parts of adjacent panels as are required to support the busbars and present a complete unit for testing.

2.6.3 Impulse Rating

- a. The switchgear shall have an assigned impulse rating as specified in the Technical Schedules, supported by recent test certificates proving successful testing, using a standard 1/50 microsecond voltage wave, on identical units, manufactured in the factory from which an order would be executed.
- b. The complete RMU shall withstand a one minute power frequency voltage, of 2.2 times the rated voltage.
- c. Should reasonable doubt exist as to the validity of test certificates submitted, for example by virtue of modifications made to the switchgear, the Electrical Engineer may direct that a further certificate(s) be obtained on a sample unit(s) manufactured under the Contract at the expense of the Contractor. Such tests shall be carried out by a recognized testing institute and (at their discretion) in the presence of the Electrical Engineer.

2.7 ON-LOAD CABLE DISCONNECTOR

- a. The on-load cable disconnecter shall be a combination of a switch-disconnector and an earth switch.
- b. The arc-quenching medium shall be SF₆ gas.
- c. The on-load cable disconnecter shall have three positions, namely:



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

Open
Closed
Earthed

2.8 EARTH SWITCH

- a. Earth switches shall be rated equal to the switchgear rating.
- b. Earth switches shall be of the quick-make type.
- c. Earth switches shall be operated from the front of the cubicle by means of a removable handle.

2.9 CIRCUIT BREAKER MODULE

- a. The circuit breaker module shall be a combination of a circuit breaker and an earth switch.
- b. The circuit breaker and earth switches shall be mechanically interlocked.
- c. The arc-quenching medium shall be SF₆ gas.
- d. The circuit breaker shall have three positions, namely:

Open
Closed
Earthed

2.10 OPERATING MECHANISMS

- a. All operating mechanisms shall be situated in the mechanism compartment behind the front covers outside the SF₆ tank.
- b. The mechanism for the on-load cable disconnecter and the earth switch shall operate both devices via one common shaft.
- c. The mechanism shall provide independent manual operation for closing and opening of the disconnecter, independent closing of the earth switch and dependent opening of the earth switch.
- d. The mechanism for the vacuum circuit breaker (VCB) and disconnecter-earth switch shall operate the VCB and the disconnecter-earth switch via two separate shafts.



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

- e. The mechanism for the VCB shall have stored spring (kinetic) energy and shall provide independent manual operation for closing and opening of the VCB.
- f. The mechanism shall have a self-powered relay with associated CTs and/or remote tripping device.
- g. The mechanism for the disconnecter-earth switch shall provide independent manual operation for closing and opening of the disconnecter, independent closing of the earth switch and dependent opening of the earth switch.

2.11 ELECTRICAL BUSHINGS

- a. The bushings shall be made of cast resin with moulded electrical conductor in the centre.
- b. A screen shall be moulded into the bushing. This screen shall act as the main capacitor supplying voltage indicators.
- c. The bushings shall be sealed by O-rings and fixed to the cubicle by a common supporting bracket.

2.12 MECHANICAL BUSHINGS

- a. The mechanical bushings are the interface between the switches inside the cubicle and the mechanism outside.
- b. The mechanical bushing shall have a rotating shaft, which is connected to the shaft of the switch and to the corresponding shaft of the mechanism.
- c. The rotating shaft shall be sealed by a double set of radial simmering gas seals.
- d. O-rings shall provide the fixed sealing of the bushings.

2.13 FRONT COVERS

- a. The front cover shall contain the mimic diagram of the main circuit with the position indicators for the switching devices
- b. The voltage indicators shall be situated on the front covers.



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

2.14 POSITION INDICATORS

- a. The position indication of the switching devices shall be visible through the front cover and be directly linked to the operating shaft of the respective switching devices.
- b. Mechanical position indicated shall be used.
- c. The following three positions shall be clearly visible for each of the different switching devices:

Open
Closed
Earthed

2.15 VOLTAGE INDICATION

2.15.1 Neon Lights

- a. Where specified, three voltage-indicating neon lights – one for each phase – shall be provided to indicate whether the cable side of the circuit is energized.
- b. The neon lights shall be energized from condenser bushings on the cable side.
- c. It is the responsibility of the Contractor to ensure that the rating of the condenser bushings are sufficient to supply the imposed load on the bushings and to provide clear indication by the neon lights, even on the remote control boards, to the full approval of the RLM Representative / Electrical Engineer.
- d. The Contractor shall state the make and type of condenser bushings used and the type of dielectric used for the manufacture of the bushings, and the certified 1/50 microsecond impulse strength of the bushings.
- e. Each neon light shall be shunted by a suitable resistor or non-linear resistor located immediately adjacent to the condenser bushings to prevent dangerous potentials appearing in the event of lamp failure and to protect the lamps against voltage surges.

2.15.2 On-load Cable Disconnect



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

- a. A separate set of voltage indicators (neon lights) shall be situated on the front cover of the respective modules.
- b. The voltage indicators shall be used to indicate the cable voltage of each incoming module.
- c. Identification of the phases shall be achieved by labels indicating L1, L2 and L3 on the front of the voltage indicators.
- d. The voltage indicator shall satisfy the requirements of IEC61243 Annex F.

2.15.3 Circuit Breaker Module

- a. A dedicated analogue voltmeter shall be situated on the front cover of the circuit breaker module to indicate the busbar voltage.
- b. Voltmeters shall be of the suppressed zero type and scaled to the approval of the RLM Representative / Electrical Engineer with the normal operating voltage reading indicated in red.
- c. A voltage selector switch shall be provided having four positions marked "OFF", "R-B", "Y-B" and "R-Y" so that the voltage across any two lines may be indicated or the voltmeter may be disconnected from the circuit.
- d. The voltmeter shall be supplied via voltage transformers that shall be connected to the main busbars via primary fuses.
- e. All voltage transformers shall comply with IEC 60186.
- f. Voltage transformers shall be of dry type, with ratings and ratios as specified in the Technical Schedules.
- g. Voltage transformers in cubicles shall have dimensions according to DIN 42600, Narrow type.



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

2.16 CABLE COMPARTMENT

- a. It shall be possible to terminate a minimum of two single core MV cables per phase.
- b. The access to the compartment shall be possible by removing the cable cover, bolted to the main frame.
- c. Removable steel covers shall close the cable compartments.
- d. Arc proof cable covers shall be available as an option.
- e. Each module shall have a separate cable compartment that is segregated from each other by means of a partition wall. A partition wall shall be fitted to divide the cable compartment from the rear side of the switchgear.
- f. In case of an arc inside the tank, followed by the opening of pressure relief device, the partition wall shall prevent the hot gases flowing out from the pressure relief to enter the cable compartments.
- g. All covers shall be removable.

2.16.1 Power connection

- a. The cables shall be installed below the mimic front cover.
- b. The medium voltage cables shall be connected to the unit through electrical bushings
- c. The bushings shall be fitted with a capacitor of approximately 15 pF. This capacitor shall be the primary capacitor used in the capacitive voltage divider, which shall form part of the permanent cable voltage indicator.
- d. At the bottom of the cable compartment an earth bar system shall be fitted. This system shall be made of copper with a minimum cross sectional area of 120 mm²
- e. In each compartment the earth bar shall be fitted
- f. The main SF₆ tank shall be connected to the copper earth bar

2.17 INTERLOCKING

- a. The mechanism for the on-load cable disconnecter shall provide a built-in mechanical interlocking system to prevent the following operations:



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

Closing of disconnector switch when the earth switch is closed

Closing of the earth switch when the disconnector switch is in the closed position.

- b. The mechanism for the circuit breaker unit shall provide a built-in mechanical interlocking system to prevent the following operations:
Closing of the circuit breaker when the earth switch is closed
Closing of the earth switch when the circuit breaker is in the closed position.
In addition an interlocking device that allows access to the fuses only when the earth switch is in the earthed position and opening of the earth switch is only possible when the fuse cover is closed and secured.

2.18 AUXILLIARY EQUIPMENT

2.18.1 Current transformers

- a. Current transformers shall be of dry type, with ratings and ratios as specified in the Technical Schedules
- b. All primary connections and all current transformers shall have a short time current rating corresponding to the rated breaking capacity of the switchboard.
- c. No CT wires shall be joined under any circumstances.
- d. The "Limits of Temperature Rise of Windings" specified in Table 1 of BS 3938 for the condition of rated current and burden, shall apply instead when the current transformer carries 150% of rated current and 225% of rated burden, continuously.
- e. Magnetisation characteristics ($V_{kp} - 1_0$ curves) and secondary winding resistance referred to 75°C shall be provided for all protection and metering current transformers. The following will specifically be required:
For Class TPS CT's, the excitation current shall be measured with V_k applied to the secondary winding.
For Class 5P and 10P C's, the excitation current corresponding to the rated accuracy limit factor
The secondary winding resistance referred to 75°C
For all metering CT's, tests for accuracies as specified in BS 3938, Clause 9.1 are required.



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

- f. Current transformers used for metering purposes shall be of Class 0.5 accuracy and rated for a burden of 15 VA in accordance with BS 39378 (SABS IEC 60185)
- g. The metering CTs shall be designed for early saturation and the Contractor shall state the saturation factor applicable.
- h. Current transformers required for ammeter indication only, shall be Class 0.5 metering type for a burden of 15 VA.
- i. All current transformer secondary connections shall be brought out to fully accessible terminal blocks and shall be clearly marked.
- j. Duplicate rating plates to BS 3938 (SABS IEC 60185) for all CTs, shall be fitted in an accessible position on the relevant switchboard housing (e.g. where hinged doors are fitted to relay cubicles, the inside of such a door is an ideal position for mounting duplicate rating plates.)

2.18.2 Voltage Transformers

- a. Where specified, three-phase voltage transformers shall be provided for connection to the main busbars.
- b. The voltage transformer shall be oil-immersed, or totally encapsulated in epoxy resin, using recognized vacuum filling techniques.
- c. The voltage transformer shall have an output of 50 VA per phase, be of Class 0.5 accuracy to BS 3941 (SABS IEC 60186) and shall be complete with fuses in the primary circuit and MCBs in the low-voltage circuit.
- d. The medium voltage fuses shall be accessible only when the voltage transformer is fully isolated from the primary plug-in contacts.
- e. The secondary voltage output shall be 110V between phases. The secondary wires of the VT outputs shall not be joined.



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

- f. The primary and secondary windings of the VTs shall be connected such that there shall be no phase displacement between corresponding primary voltages and secondary voltages, expect for inherent phase angle errors.
- g. Isolation of a VT shall be achieved by complete withdrawal of the VT assembly from its primary isolating contacts.

2.18.3 Low Voltage compartment

- a. Necessary terminal blocks and wiring etc. shall be placed behind the front cover of each module.
- b. Further additional low voltage equipment shall normally be contained in the low voltage compartment. In particular:
- c. Terminal blocks

Wiring for interconnections between units connecting the auxiliary cables

Instruments
Protection relay
Metering devices
LV fuses etc

2.19 WIRING

- a. Multi-stranded flexible copper conductor 300 / 500 V grade solid dielectric insulated single core wiring shall be used for all wiring.
- b. All wiring shall be number feruled at both ends of each conductor. The numbering method employed shall conform to the system laid down in Annexure A of NRS 003-1.
- c. All CT and VT circuit wiring shall have a cross sectional area of 2.5mm², with red, white, blue according to the relevant phases and black for the neutral.
- d. All internal signal wiring and control wiring shall have a cross sectional area of 1.5mm² with grey wire for DC wiring and black wire for AC wiring.



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

- e. All wires shall be provided with pre-insulated lugging, which shall be of the hooked flat blade (spade) type for terminal connections and ring ferrules for CT connections. For relay terminal connections ring type or hooked flat blade types shall be used, alternatively where space limitations are experienced, boot lace ferrules could be considered if approved in writing.. Push-on lugs shall not be considered.
- f. All wiring shall be placed in adequately supported trunking or looms with 20% spare capacity per wireway. Consideration shall be given during the design stage to temperature rise within trunkings or looms. The designed shall ensure that excessive temperature build-up does not occur within trunking or looms during normal operation of the system.

2.20 REVENUE METERING

- a. A separate metering IED of the type specified in the Technical Schedules shall be installed for revenue metering purposes.
- b. The meter shall have a minimum accuracy Class of 0.2 and shall be used for billing purposes.
- c. The meter shall be housed in a separate metering kiosk that will be wall-mounted in the MV Chamber building with the RMU installation, unless it can be accommodated on a separate metering module that will form part of the overall switchgear installation.
- d. The meter will be supplied from the metering CTs on the Circuit Breaker unit and will provide an indication of the total current being drawn by the installation.
- e. The revenue meter shall have a RS485 communication module for interfacing with the MTN building management system.

2.21 CABLE TESTING FACILITY

2.21.1.1 Cable test facilities that are independent of the cable end boxes and are Accessible from the front of the RMU are preferred.

2.21.1.2 For operator safety, the cable testing procedures shall be displayed on the front and inside of the cable testing facility covers.

2.21.1.3 Cable test facilities shall only be accessible when the isolator / switch



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

are earthed.

- 2.21.1.4** A substantial interlock must be fitted to prevent operation of the switch directly from the ON position to the EARTH AND TEST positions. Provision to be made for padlocking in any position.
- 2.21.1.5** Cable test terminals to be provided and these to be accessible only when the switch is in the EARTH AND TEST position. Interlocks are to be provided to ensure that the switch cannot be moved from the EARTH AND TEST position when the test terminal access cover is open.
- 2.21.1.6** The test terminals to be suitable for cable testing voltages up to 30 kV DC for 15 minutes



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

ANNEXURE A

(Informative)

The clauses listed below refer to the relevant sub clauses of specification SANS 1874

Schedule A: Purchaser's specific requirements

| Clause | Description | Schedule A |
|---------|--|--|
| Note | Old Ringmains with metering units in use –Shneider RM6 NEIDI in Cubicle with WIP 300/400 protection. Please price and provide specs on similar type ringmains offered | |
| | Current Ringmains in miniature substations in use –Shneider RM6 NEIDI with WIP 35/45 protection. Please price and provide specs on similar type ringmains offered | |
| | | |
| 4.1.1 | Rated voltage kV | 12 |
| 4.2.1.5 | Is an indoor or outdoor unit required? | Outdoor |
| 4.2.2.1 | Extensible or non-extensible unit | Non-extensible |
| 4.2.2.2 | Is an extensible or non-extensible unit offered? | X |
| 4.2.3.2 | Degree of protection of unit offered? i) 11kV live parts SF6 tank ii) Front cover mechanism iii) Cable covers iv) Vacuum | IP67 IP2X IP3X IP67 |
| 4.2.4 | Required configuration (NEIDI) 2 X Isolators and 1 x Circuit Breaker with protection to Mini Sub Transformer or client substation. Protection wip 45 / 400 or similar as per application. | SD/CB/SD SD/SD/SD (if Requested) |
| 4.2.5.1 | Cable test facility requirements | Integral cable test facilities as stated in specifications |
| 4.2.5.2 | Type of cable test facility offered? | X |
| 4.3.1.2 | Rated normal current of a switch disconnecter A | 630 |
| 4.3.2.1 | The insulating and/or interrupting medium of switch disconnectors | SF6 /vacuum |
| 4.4.2.1 | Transformer load to be protected: item 1 kVA | Up to 4000 |
| 4.5.1.2 | Circuit Breakers status indication | Direct on moving contact |
| 4.5.1.2 | Interruption medium of circuit breakers | Vacuum/SF 6 |
| 4.5.1.2 | Method of providing reliable indication of the main circuit breaker contact position in the case of non-visible contacts? | X |
| 4.5.1.2 | Does the circuit breaker panel include in-line off-load disconnectors? | X |
| 4.5.1.2 | Is the circuit breaker (for the tee-off) connected in series with a three-position disconnecter-earthing switch? | X |
| 4.5.1.2 | Is the operation between the circuit breaker and disconnecter-earthing switch interlocked? | X |
| 4.5.1.2 | Rated normal current of the circuit breaker A | 200 |
| 4.5.2.1 | Type of protection tripping of circuit breaker required | Self-powered relays |



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

ANNEXURE A

(Continued)

| Clause | Description | Schedule A |
|----------|---|--|
| 4.6.2 | Busbars extensible | Not required |
| 4.6.5 | Insulation medium of the busbar chamber | SF 6 / Vacuum |
| 4.7.1.1 | Cable boxes | Required |
| 4.7.1.2 | Cable boxes required (NRS 012:2002) | Air-filled |
| 4.7.1.3 | Cable type Maximum size(s) | XLPE TYPE B UNARMoured ALUMINIUM 400mm ² |
| 4.7.2.2 | Termination type (Type 3-NRS 012) | Unscreened separable connector |
| 4.7.4.2 | Type of bushing required | Type C, BS 7215 |
| 4.7.5.1 | Accessories for cable terminations requirements | Not required |
| 4.7.5.4 | Required method of clamping the cables | Wood-clamp |
| 4.9.3 | Pressure-checking device | Required for SF6 |
| 4.9.5 | Quality of SF ₆ used in each compartment? | x |
| 4.10.1 | Maximum earth fault current kA | 10 |
| 4.10.3 | Size of clamping screw or nut offered? | X |
| 4.10.7 | Size of hole on earthing bar? Mm | X |
| 4.11 | Is live circuit indication required? Type of indicator offered: a) Voltage detection system (VDS)? b) Voltage presence indicating system (VPIS)? | Yes VDS VPIS |
| 4.11 | Circuits for which indication is required. | SD and CB |
| 4.12.1 | Earth fault indication | Required |
| 4.12.2 | Type of earth fault indication offered? | X |
| 4.13.1 | Enclosure and concrete plinth requirements Compulsory -Attach specifications | Required |
| 4.14.2 | Recommended types of tools to install and maintain unit? | X |
| 4.15.1 | Method used to attach rating plates? | X |
| 4.16.1.1 | Method used to attach labels? | X |
| 4.17.7 | Ring Main Unit environment | Non-corrosive |
| 5.1.3 | Quantity already installed in South Africa? | X |
| 5.2(k) | Details of internal arc tests? | X |
| 6.1 | List of recommended spares? | X |
| 7 | Compulsory manual: Number of sets of manuals required, with tender submission | 1 |



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS
STANDARD TECHNICAL SPECIFICATION: HV-015/21
TRANSFORMERS – OIL / DRY

1. GENERAL INFORMATION

This specification is applicable to transformers.

1.1 System particulars:

| | | |
|--------------------------|---|--------------|
| Normal operating voltage | : | 11 000 Volt |
| Normal operating voltage | : | 230/400 Volt |
| Frequency | : | 50 Hz |
| Number of phases | : | 3 |
| Neutral earthing | : | Solid |

1.2 Service conditions:

| | | |
|----------------------|---|------------------------|
| Maximum temperature | : | 40° C |
| Altitude | : | 1200 m above sea level |
| Lightning conditions | : | Severe |

1.3 Standards:

- 1.3.1 All equipment manufactured and supplied must comply to NRS 004-1:1991.
- 1.3.2 The transformers to be manufactured and tested in accordance with SABS 780, as amended. Vector group Dyn 11.

1.4 Compliance to Statutory Regulations:

All units must comply with the Occupational Health and Safety Act (Act 85 of 1993).

2. GENERAL REQUIREMENTS

2.1 Breathing arrangements

All transformers above 100 kVA to be free-breathing and to be fitted with dehydrating breather.

2.2 Rated no-load voltages:

- 2.2.1 Three phase transformers
 - Primary : 11 000 V
 - Secondary : 400-230 V
- 2.2.2 Single phase transformers (for pole clamping)
 - Primary : 11 000 V
 - Secondary : 230 V



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

2.3 **NOTE:**Working voltage : 11 000/400 V (+- 10%).

The high voltage winding shall be arranged in delta connection and shall have taps of plus minus 5,0% in steps of 2,5% connected on an OFF-LOAD tap switch. Vector group Dyn 11. The LV-windings shall be arranged in the star-connection with the neutral brought out. Type of windings – copper.

2.3 Instruments for 500, 630, 800 and 1 250 kVA transformers

2.3.1 Dial thermometers shall be fitted

2.3.2 Adjustable thermometer for temperature alarm and trip facilities to be fitted.

2.3.3 Buchholz relay protection with auxiliary alarm and tripping contacts are required. Test button shall be provided.

The above thermometer and Buchholz relay shall be wired to a terminal box on the side of the transformer.

2.4 Terminals

Outdoor bush terminals to be provided on the primary and secondary side of the transformers suitable for cables with heat shrink terminations.

Provide suitable mounting bracket for 11 000 volt surge diverters.

2.5 Component Losses

Low loss transformers are required.

2.6 Outline drawings

Suppliers are to submit dimensioned outline drawings.

2.7 Data Sheet

Suppliers are to complete annexure “A” attached to this document.

3. MAINTENANCE MANUAL

A maintenance manual or guideline must be submitted to ensure sound maintenance on products.



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

4. WARRANTY

The equipment offered shall be warranted free from defects in workmanship and materials for a period of at least twelve (12) months from date of final commissioning or delivery. Any failures shall be repaired or replaced at the bidder's expense during the 12 months warranty period.

5. GENERAL

Only new manufactured equipment will be accepted.

6. MAINTENANCE MANUAL

A maintenance manual or guideline must be submitted with tender document for scrutinizing to ensure sound maintenance on products in the event of being a successful supplier if applicable.

7. SUPPLIERS

If the bidder is not the manufacturer, it is the responsibility of the bidder to ensure that he has a credit agreement with his supplier (Company) from which he will be sourcing the product.

8. AFTER SALE SERVICE

The bidder shall supply all details regarding their after sale service on the equipment offered.

9. SAMPLES

No Samples are required. Delivery of substandard material or equipment will result in no approval of payment and the return of the product offered.

10. ALTERNATIVE OFFERS

No Alternative offers will be considered.

12. LOCAL CONTENT

Local Content on material or products will be in accordance with the Department Trade and Industry where applicable.

13. CANCELATION CLAUSE

The delivery of substandard material or equipment or refrain from supplying it within the required timeframe will result in cancelation of the contract and the second highest scorer will be appointed.

END OF SPECIFICATION



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS
STANDARD TECHNICAL SPECIFICATION: HV-016/1

**TRANSFORMERS
ANNEXURE A**

| RATING kVA | VOLTAGE VOLTS | IMPEDAN CE VOLTAGE % | LOSSES COPPER WATTS | LOSSES IRON WATTS | TEMP RISE WINDING °C | TEMP RISE TOP OIL °C |
|---------------|---------------|-------------------------------|---------------------------|-------------------------|----------------------------|-------------------------------|
| 25 | 11000/230/400 | | | | | |
| 50 | 11000/230/400 | | | | | |
| 100 | 11000/230/400 | | | | | |
| 200 | 11000/230/400 | | | | | |
| 315 | 11000/230/400 | | | | | |
| 500 | 11000/230/400 | | | | | |
| 630 | 11000/230/400 | | | | | |
| 800 | 11000/230/400 | | | | | |
| 1250 | 11000/230/400 | | | | | |



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS
STANDARD TECHNICAL SPECIFICATION: G-102/21
HV POLE MOUNTED METERING UNITS 11KV

1. GENERAL

This specification is for Pole Mounted High Voltage (11kV) Metering Units.

Service conditions:

| | | |
|----------------------|---|------------------------|
| Maximum temperature | : | 40° C |
| Minimum temperature | : | -5° C |
| Altitude | : | 1200 m above sea level |
| Lightning conditions | : | Severe |

Compulsory Standards

All equipment offered must comply with the relevant provisions of the following specifications, standards as amended;

IEC60044-1:2003 Current Transformers;
IEC60044-2:2003 Voltage Transformers;
ESKOM SCSSCAAJ7 CT/VT Metering Units;
ESKOM SCSSCAAP9 Corrosion Protection;
BS3839 of 1973 and BS3941 of 1975

The equipment offered shall be constructed of materials suitable for robust use and shall be for inland outdoor application.

2. CT/VT METERING UNITS

The applications shall be as follow:

TYPE OF UNIT

All units SHALL be
3 Phase – 4 Wire



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

VOLTAGE TRANSFORMER

Supply Voltage = 11kV
Secondary Voltage = 110 Volt / 220 Volt
Accuracy Class = 0.2 /0.5 /1
Burden = 50 / 100 / 200 VA/Phase
VF (Voltage Factor) 1.2 continuous, 1.9 for 30 seconds.

Manufacturer to declare

CURRENT TRANSFORMER (METERING)

Supply Voltage = 11kV
CT's = 3
Multi tapped ratio =600/300 Amp/5A secondary
Burden =/15 VA
Accuracy Class = 0.2
STC (Short Time Current) = 20 kA for 1 second

CURRENT TRANSFORMER (PROTECTION)

Supply Voltage = 11kV
CT's = 3
Multi tapped ratio = 600/300 Amp/ 1A secondary
Burden = 15 VA
Accuracy Class = 10P10
STC (Short Time Current) = 20 kA for 1 second

Note!!

Secondary Ratio of Protection shall always be 1 Amp.
Secondary Ratio of Metering shall always be 5 Amp.

TERMINAL BOX

The unit shall be manufactured with a terminal box which contains the secondary terminals of the VT and CT's.

METERING

The unit shall make provision for the mounting of a Maximum Demand energy meter and the LV fuses in the cubicle.

LV fuses and wiring shall be installed by manufacturer.



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS PORCELAIN BUSHINGS

6 x porcelain bushings shall be included and provided

POLE MOUNTING BRACKETS

Pole mounting brackets shall be included and provided

EXTERIOR FINISHED

The cubicle shall be metal sprayed and painted grey

Dry Type - PREFERRED

The unit shall be of the Dry Type. PLEASE INDICATE

OIL – Not preferred

The unit shall be oil filled. PLEASE INDICATE

3. **WARRANTY**

The equipment offered shall be warranted free from defects in workmanship and materials for a period of at least twelve (12) months from date of final commissioning or delivery. Any failures shall be repaired or replaced at the bidder's expense during the 12 months warranty period.

4. **GENERAL**

Only new manufactured equipment will be accepted.

5. **MAINTENANCE MANUAL**

A maintenance manual or guideline must be submitted with tender document for scrutinizing to ensure sound maintenance on products in the event of being a successful supplier if applicable.

6. **SUPPLIERS**

If the bidder is not the manufacturer, it is the responsibility of the bidder to ensure that he has a credit agreement with his supplier (Company) from which he will be sourcing the product.



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

7. **AFTER SALE SERVICE**

The bidder shall supply all details regarding their after sale service on the equipment offered.

8. **SAMPLES**

No Samples are required. Delivery of substandard material or equipment will result in no approval of payment and the return of the product offered.

11. **ALTERNATIVE OFFERS**

No Alternative offers will be considered.

12. **LOCAL CONTENT**

Local Content on material or products will be in accordance with the Department Trade and Industry where applicable.

13. **CANCELATION CLAUSE**

The delivery of substandard material or equipment or refrain from supplying it within the required timeframe will result in cancelation of the contract and the second highest scorer will be appointed.

14. **PRICING**

Price schedules shall be so drawn up and the covering letter so worded that the costs of all services such as tests and delivery and safe offload are declared and allowed for in the tender price.

END OF SPECIFICATION



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS
STANDARD TECHNICAL SPECIFICATION: HV-021/1/2
TRANSFORMERS FOR REPLACEMENT IN TYPE A AND TYPE B MINI-SUBSTATIONS

1. GENERAL INFORMATION

This specification is applicable to Replacement Transformers in type A & Type B mini-substations.

1.1 System particulars:

| | | |
|--------------------------|---|--------------|
| Normal operating voltage | : | 11 000 Volt |
| Normal operating voltage | : | 230/400 Volt |
| Frequency | : | 50 Hz |
| Number of phases | : | 3 |
| Neutral earthing | : | Solid |

1.2 Service conditions:

| | | |
|----------------------|---|------------------------|
| Maximum temperature | : | 40° C |
| Altitude | : | 1200 m above sea level |
| Lightning conditions | : | Severe |

1.3 Standards:

1.4.1 All equipment manufactured and supplied must comply to NRS 004-1:1991.

1.4.2 The transformers to be manufactured and tested in accordance with SABS 780, as amended. Vector group Dyn 11.

1.4 Compliance to Statutory Regulations:

All units must comply with the Occupational Health and Safety Act (Act 85 of 1993).

1.5 Specifications (Suppliers / Manufacturers)

SABS 780 Approved
ISO 9001 Approved
SANS 1029 Approved
Eskom Approved



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

2. GENERAL REQUIREMENTS

- 2.1 Transformers for replacement in mini-substations offered shall be for fitting in A type as well as the B-type and shall be manufactured to the **exact** sizes as per NRS-004 measurements.
- 2.2 All Transformers offered shall comply in all aspects to the latest edition of the NRS standards and specifications of the South African Bureau of Standards, and bear the SABS mark.
- 2.2 Transformers to be constructed of metal and shall comply with specifications.
- 2.3 Component Losses
Low loss transformers are required.
- 2.4 Outline drawings
Suppliers are to submit dimensioned outline drawings.
- 2.5 Data Sheet
Suppliers are to complete annexure attached to this document.

3. MANUFACTURERS TEST CERTIFICATES

The successful supplier shall submit Test Certificates of all tests carried out prior to despatch from the manufacturer's works of each Transformers supplied to Council. (Tests to be in accordance with SABS.) No payment will be made if certificates are not received.

4. CONSTRUCTION AND FINISH

- 4.1 The Transformer shall fit into the Transformer compartment for each miniature substation type
Transformer Compartment

The transformer compartment containS a transformer of nominal system voltage = 11 000 Volts and the rated no-load secondary voltage 230/400 Volts 50 Hz class ON - cooled transformer, complete with the first filling of oil. The high voltage winding shall be arranged in delta connection and shall



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

have taps of plus minus 5,0% in steps of 2,5% connected on an OFF-LOAD tap switch. Vector group Dyn 11.

The LV - windings shall copper windings and shall be arranged in the star- connection with the neutral brought out. Tenderer to state type of windings - copper or aluminium.

4.2 **NOTE:** The working voltage shall be on tap 3.

4.3 **INFORMATIONAL FOR TRANSFORMER MANUFACTURERS**

Compartment (double module with maximum width and double doors).

The existing miniature substations LV compartment on contains the following:

- 4 x LV transformer bushings
- 1 x Transformer drain valve
- 1 x Silica Gel breather (Alternative: Hermetically sealed)
- 1 x Oil level gauge (Ensure that no oil leaks occur)
- 1 x Unistrut for fixing cables with K-clamps.
- 3 x Current transformers of suitable ratio for the various transformer sizes.
- 3 x Ammeters suitably calibrated with 20 % over scale for the current transformers to read:
 - a) Instantaneous current
 - b) Maximum demand over 15 minutes and
 - c) Maximum of b)

The ammeters shall be mounted below each other in the top left hand corner of the panel on the small side of mini-sub. Size of bezel 96 x 96 mm. All needles to be on the same pivot. Pilot wires to the Amp meters must be long enough to remove the ammeters from the front of the panel for inspection purposes or replacement.

1 x set LT connections from transformer to Main circuit breaker (see 4.7), and from circuit breaker to busbars. All supply connections (from transformer) to be on the top connections of circuit breakers. Main circuit breaker to be mounted also on small side of mini-sub.

5. MAINTENANCE MANUAL

A maintenance manual or guideline must be submitted with tender document for scrutinizing to ensure sound maintenance on products in the event of being a successful supplier if applicable.



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

6. WARRANTY

The equipment offered shall be warranted free from defects in workmanship and materials for a period of at least twelve (12) months from date of final commissioning or delivery. Any failures shall be repaired or replaced at the bidder's expense during the 12 months warranty period.

7. GENERAL

Only new manufactured equipment will be accepted.

8. SUPPLIERS

If the bidder is not the manufacturer, it is the responsibility of the bidder to ensure that he has a credit agreement with his supplier (Company) from which he will be sourcing the product.

9. AFTER SALE SERVICE

The bidder shall supply all details regarding their after sale service on the equipment offered.

10. SAMPLES

No Samples are required. Delivery of substandard material or equipment will result in no approval of payment and the return of the product offered.

11. ALTERNATIVE OFFERS

No Alternative offers will be considered.

12. LOCAL CONTENT

Local Content on material or products will be in accordance with the Department Trade and Industry where applicable.

13. CANCELTION CLAUSE

The delivery of substandard material or equipment or refrain from supplying it within the required timeframe will result in cancelation of the contract and the second highest scorer will be appointed.

14. DRAWINGS

Full specifications, Drawings and Exact Measurements of Transformers offered shall accompany the bid document.

Failure to do so will invalid the bid

END OF SPECIFICATION



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS
STANDARD TECHNICAL SPECIFICATION: HV-016/1
REPLACEMENT TRANSFORMERS FOR MINI-SUBSTATIONS

ANNEXURE

| RATING kVA | TRANSFORMER VOLTAGE VOLTS | IMPEDANCE VOLTAGE % | LOSSES COPPER WATTS | LOSSES IRON WATTS | TEMP RISE WINDING °C | TEMP RISE TOP OIL °C |
|---------------|------------------------------|---------------------------|---------------------------|-------------------------|-------------------------------|----------------------------|
| 100 | 11000/230/400 | | | | | |
| 200 | 11000/230/400 | | | | | |
| 315 | 11000/230/400 | | | | | |
| 500 | 11000/230/400 | | | | | |
| 630 | 11000/230/400 | | | | | |
| 800 | 11000/230/400 | | | | | |



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

PRICING SCHEDULE

1 REPLACEMENT TRANSFORMERS FOR TYPE A MINI-SUBSTATIONS

| RATING kVA | TRANSFORMER VOLTAGE VOLTS | LENGTH | WIDTH | HEIGHT | PRICE VAT INCLUDED |
|---------------|------------------------------|--------|-------|--------|-----------------------|
| 100 | 11000/230/400 | | | | |
| 200 | 11000/230/400 | | | | |
| 315 | 11000/230/400 | | | | |
| 500 | 11000/230/400 | | | | |
| 630 | 11000/230/400 | | | | |
| 800 | 11000/230/400 | | | | |
| | TOTAL | | | | |

2 REPLACEMENT TRANSFORMERS FOR TYPE B MINI-SUBSTATIONS

| RATING kVA | TRANSFORMER VOLTAGE VOLTS | LENGTH | WIDTH | HEIGHT | PRICE VAT EXCLUDED |
|---------------|------------------------------|--------|-------|--------|-----------------------|
| 100 | 11000/230/400 | | | | |
| 200 | 11000/230/400 | | | | |
| 315 | 11000/230/400 | | | | |
| 500 | 11000/230/400 | | | | |
| 630 | 11000/230/400 | | | | |
| 800 | 11000/230/400 | | | | |
| | TOTAL | | | | |



RUSTENBURG LOCAL MUNICIPALITY

RLM/DTIS/0012/2021/22 - APPOINTMENT OF SERVICE PROVIDERS FOR MINIATURE SUBSTATIONS, RINGMAIN UNITS, METERING UNITS DISTRIBUTION TRANSFORMERS, PLINTHS AND TRF OIL TO RUSTENBURG LOCAL MUNICIPALITY AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

| ITEM | DESCRIPTION | PRICE |
|------|------------------------------------|-------|
| 1 | 11KV METERING UNIT WITH PROTECTION | |
| | | |
| | | |
| | | |
| | | |
| | TOTAL PRICE (EXCLUDING VAT) | |
| | VAT 14% | |
| | TOTAL PRICE (INCLUDING VAT) | |

Guaranteed Delivery period _____ Weeks.

Price increase for the 2nd and 3rd year will be subject to CPIX