



BERGRIVIER MUNICIPALITY

TENDER NO: 8/3/11-2021 (MN48/2021)

**MANUFACTURE, TESTING, SUPPLY AND DELIVERY OF A 12KV CCVV RING
MAIN UNIT IN 3CR12 KIOSK UNTIL 30 JUNE 2021**

PROCUREMENT DOCUMENT

NAME OF TENDERER:			
Total Bid Price (Inclusive of VAT) (Refer to page 83):			
DELIVERY PERIOD: Days		
B-BBEE LEVEL			
MUNICIPAL AREA:			
PLEASE REFER TO PAGE 87 AND TICK AS APPROPRIATE: SMME	MICRO	SMALL	MEDIUM

MARCH 2021

PREPARED AND ISSUED BY:

Directorate: Finance:
Supply Chain Management Unit
Bergrivier Municipality,
PO Box 60 Piketberg 7320
Tel no.: (022) 913 6000

**CONTACT FOR ENQUIRIES
REGARDING SPECIFICATIONS:**

**Mr. Neels Rossouw
Manager: Electrical Services**

Tel (W): 022 913 6000

Email: rossouwn@bergmun.org.za



BERGRIVIER MUNICIPALITY

TENDER 8/3/11-2021 / MN48/2021: MANUFACTURE, TESTING, SUPPLY AND DELIVERY OF A 12KV CCVV RING MAIN UNIT IN 3CR12 KIOSK UNTIL 30 JUNE 2021

TENDERS are hereby requested from competent and experienced service providers for the manufacture, testing, supply and delivery of a 12KV CCVV Ring Main Unit in 3CR12 Kiosk, until 30 June 2021, as set out in the specifications.

Bids, in sealed envelopes, clearly marked "**Tender No 8/3/11-2021 / MN48-2021: Manufacture, testing, supply and delivery of a Ring Main Unit**", must be placed in the tender box at the Municipal Offices, 13 Kerk Street, Piketberg no later than **12:00 on Friday, 16 April 2021** when the bids will be opened in public.

Tender documents and specifications that contain the minimum requirements are available on Bergrivier Municipality's website (www.bergmun.org.za) free of charge or a hard copy on request at a **non-refundable fee of R70.00** from Ms. Revedy Hendricks at tel. no. (022) 913 6036 or e-mail: hendricksr@bergmun.org.za during office hours. All technical enquiries can be addressed to Mr. Neels Rossouw at tel. no. (022) 913 6000 or e-mail: rossouwn@bergmun.org.za

Tenders must be valid and binding for one hundred and twenty (**120**) days after closing date.

This invitation supports the national government's local manufacturing initiatives. Only locally produced goods, with a set minimum threshold for local production and content, will be considered. The Bid documentation submitted MUST be subject to local content as set out in the specifications. (Electrical cables – 90%)

Bids will be evaluated using the Council's Supply Chain Management Policy. It is therefore compulsory that the Preference Point Claim form for the Preferential Procurement Regulations is completed in full to make application for preference points. **The Bid price must be VAT inclusive.**

Bidders must be registered as a prospective supplier on National Treasury's Central Supplier Database (CSD). The Tax Clearance Certificate/ Tax Compliance Status (TCS) Pin/ Centralised Suppliers Database (CSD) Registration Number must be submitted together with the bid. Failure to submit a Tax Clearance Certificate/TCS Pin/CSD registration number may result in the invalidation of the bid.

Only bids completed in **black** ink on the original Bid documentation will be accepted. Late, incomplete or Bids submitted by facsimile or email will not be accepted. Proof of submitting a Bid will not be accepted as proof of the Bid having been received. The Municipality is not obliged to accept the lowest or any Bid submitted to it. The Municipality reserves the right to accept any Bid in full or in part. If prices offered are cost effective Council reserves the right to procure more items to take financial advantage thereof.

**MUNICIPAL OFFICES
13 CHURCH STREET
PIKETBERG
7320**

**ADV. HANLIE LINDE
MUNICIPAL MANAGER**

MN48/2021

26 March 2021



BERGRIVIER MUNICIPALITY

TENDER NUMBER:	TENDER 8/3/11-2021 MN48/2021					
TENDER TITLE:	MANUFACTURE, TESTING, SUPPLY AND DELIVERY OF A 12KV CCVV RING MAIN UNIT IN 3CR12 KIOSK UNTIL 30 JUNE 2021					
CLOSING DATE:	16 APRIL 2021	CLOSING TIME:	12H00			
SITE MEETING:	DATE:	NO	TIME:	N/A	COMPULSORY:	N/A
SITE MEETING ADDRESS:	N/A					
<i>NB: Please note that no latecomers will be allowed.</i>						
<i>For all compulsory briefing sessions/site meetings/clarification meetings, bids received from interested bidders that did not attend the meeting or arrived later than predetermined date and time, will be disqualified</i>						
CIDB GRADING REQUIRED:	NO	LEVEL AND CATEGORY:	N/A			
BID BOX:	SITUATED AT: BERGRIVIER Municipal Building, 13 Church Street, BERGRIVIER. The bid box is generally open 24 hours a day, 7 days a week.					
OFFER TO BE VALID FOR:	120 DAYS	DAYS FROM THE CLOSING DATE OF BID.				

TENDERER DETAILS (Please indicate postal address for all correspondence relevant to this specific tender)

NAME OF TENDERER:					
NAME OF CONTACT PERSON:	CELL PHONE NO:				
PHYSICAL ADDRESS:		POSTAL ADDRESS:			
TELEPHONE #:		FAX NO.			
E-MAIL ADDRESS:					

DATE:

SIGNATURE OF TENDERER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

PLEASE NOTE:

1. Tenders that are deposited in the incorrect box will not be considered.
2. Mailed, telegraphic or faxed tenders will not be accepted.
3. If the bid is late, it will not be accepted for consideration.
4. Bids may only be submitted on the Bid Documentation provided by the Municipality.

ENQUIRIES MAY BE DIRECTED TO:	CONTACT PERSON	TEL. NUMBER	EMAIL ADDRESS
1. TECHNICAL ENQUIRIES	Mr. Neels Rossouw	022 913 6000	rossoun@bergmun.org.za
2. ENQUIRIES REGARDING BID PROCEDURES & COMPLETION OF BID DOCUMENTS	Mr. Israel Saunders	022 913 6000	saundersi@bergmun.org.za



BERGRIVIER MUNICIPALITY

CONTENTS

	<u>PAGE NUMBER</u>
1. TENDER NOTICE & INVITATION TO TENDER.....	1-4
PART A – ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY	5
2. CHECKLIST	7
3. AUTHORITY TO SIGN A BID.....	7-9
4. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES.....	9
5. GENERAL CONDITIONS OF TENDER	10-21
6. MBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS	21-23
7. MBD 4 – DECLARATION OF INTEREST	24-26
8. MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011 – PURCHASES/SERVICES 80/20	27-31
8. MBD6.2 – DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS.....	32-41
9. MBD 8 – DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES.....	42-43
10. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION.....	44-45
11. MBD 10 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES.....	46
12. COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993).....	47
13. FORM OF INDEMNITY	48
PART B – SPECIFICATIONS.....	49-52
14. SCHEDULE FOR PLANT AND EQUIPMENT.....	53
15. SCHEDULE FOR SUBCONTRACTORS.....	54
16. SCHEDULE FOR WORK EXPERIENCE.....	55-56
17. FORM OFFER	57-58
18. PRICING SCHEDULE	59
19. DECLARATION BY TENDERER.....	60



BERGRIVIER MUNICIPALITY

PART A – ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY



BERGRIVIËR MUNICIPALITY

1. CHECKLIST

PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE TENDER DOCUMENT:

Authority to Sign a Bid - Is the form duly completed and is a certified copy of the resolution attached?	Yes	No	
Tax Clearance Certificate -VALID Tax Clearance Certificate attached/ Tax compliance pin?	Yes	No	
MBD 4 (Declaration of Interest) - Is the form duly completed and signed?	Yes	No	
MBD 6.1 (Preference Points claim form for purchases/services) - Is the form duly completed and signed? Is a CERTIFIED copy of the B-BBEE Certificate or the original B-BBEE Certificate attached?	Yes	No	
MBD 6.2 (Local Content) - Is the form duly completed and signed? Is a copy of the exchange rates included as per date of advert attached?	Yes	No	
MBD 8 (Declaration of Past Supply Chain Practices) - Is the form duly completed and signed?	Yes	No	
MBD 9 (Certificate of Independent Bid Determination) - Is the form duly completed and signed?	Yes	No	
MBD 10 (Certificate of Payment of Municipal Accounts) - Is the form duly completed and signed? Are the Identity numbers, residential addresses and municipal account numbers of ALL members, partners, directors, etc. provided on the form as requested? Are copies of these municipal accounts attached?	Yes	No	
OHSA (Occupational Health and Safety) - Is the form duly completed and signed? Is a valid Letter of Good Standing from the Compensation Commissioner attached?	Yes	No	
Form of Indemnity - Is the form duly completed and signed?	Yes	No	
Pricing Schedule - Is the form duly completed and signed?	Yes	No	
Form of Offer - Is the form duly completed and signed?	Yes	No	
Declaration by Tenderer - Is the form duly completed and signed?	Yes	No	

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



BERGRIVIER MUNICIPALITY

2. AUTHORITY TO SIGN A BID

1. SOLE PROPRIETOR (SINGLE OWNER BUSINESS) AND NATURAL PERSON

1.1. I, _____, the undersigned, hereby confirm that I am the sole owner of the business trading as _____ OR

1.2. I, _____, the undersigned, hereby confirm that I am submitting this tender in my capacity as natural person.

SIGNATURE:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

2. COMPANIES AND CLOSE CORPORATIONS

2.1. If a Bidder is a **COMPANY**, a certified copy of the resolution by the board of directors, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company **must be submitted with this bid**, that is, before the closing time and date of the bid

2.2. In the case of a **CLOSE CORPORATION (CC)** submitting a bid, a resolution by its members, authorizing a member or other official of the corporation to sign the documents on their behalf, **shall be included with the bid**.

PARTICULARS OF RESOLUTION BY BOARD OF DIRECTORS OF THE COMPANY/MEMBERS OF THE CC

Date Resolution was taken	
Resolution signed by (name and surname)	
Capacity	
Name and surname of delegated Authorized Signatory	
Capacity	
Specimen Signature	

Full name and surname of ALL Director(s) / Member (s)

1.		2.	
3.		4.	
5.		6.	
7.		8.	
9.		10.	

Is a CERTIFIED COPY of the resolution attached?	YES		NO	
--	------------	--	-----------	--

SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	



BERGRIVIER MUNICIPALITY

3. PARTNERSHIP

We, the undersigned partners in the business trading as _____ hereby authorize Mr/Ms _____ to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract for and on behalf of the abovementioned partnership.

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner		Signature	
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

4. CONSORTIUM

We, the undersigned consortium partners, hereby authorize _____ _____ (Name of entity) to act as lead consortium partner and further authorize Mr./Ms. _____ To sign this offer as well as any contract resulting from this tender and any other documents and correspondence in connection with this tender and / or contract for and on behalf of the consortium.

The following particulars in respect of each consortium member must be provided and signed by each member:

Full Name of Consortium Member	Role of Consortium Member	% Participation	Signature
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	



BERGRIVIER MUNICIPALITY

3. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by JOINT VENTURES

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr./Ms. _____

authorized signatory of the Company/Close Corporation/Partnership (name) _____
_____, acting in the capacity of lead partner, to
sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

(i) Name of firm (Lead partner)			
Address			
		Tel. No.	
Signature		Designation	

(ii) Name of firm			
Address			
		Tel. No.	
Signature		Designation	

(iii) Name of firm			
Address:			
		Tel. No.	
Signature		Designation	

(iv) Name of firm			
Address			
		Tel. No.	
Signature		Designation	

NOTE: A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture, shall be appended to this Schedule.



4. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT

1. DEFINITIONS

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 supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.
- 1.13. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.14. "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.
- 1.15. "GCC" means the General Conditions of Contract.
- 1.16. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.17. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.



BERGRIVIER MUNICIPALITY

- 1.18. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.19. "Manufacture" means the production of products in a factory using labor materials, components and machinery and includes other related value-adding activities.
- 1.20. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.21. "Project site" where applicable, means the place indicated in bidding documents.
- 1.22. "Purchaser" means the organization purchasing the goods.
- 1.23. "Republic" means the Republic of South Africa.
- 1.24. "SCC" means the Special Conditions of Contract.
- 1.25. "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.
- 1.26. "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.27. "Tort" means in breach of contract.
- 1.28. "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.
- 1.29. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. 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.



BERGRIVIER MUNICIPALITY

- 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:
 - 7.3.1. 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
 - 7.3.2. 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 supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.



BERGRIVIER MUNICIPALITY

- 8.7. Any contract goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected 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 and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, and in any subsequent instructions ordered by the purchaser.

10. Delivery

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

11. Insurance

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

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

13. Incidental

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:
- 13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - 13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - 13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - 13.1.4. 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
 - 13.1.5. 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:



BERGRIVIER MUNICIPALITY

- 14.1.1. 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;
- 14.1.2. in the event of termination of production of the spare parts:
 - 14.1.2.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - 14.1.2.2. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified, 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 by the purchaser **no later than thirty (30) days** after submission of an **invoice, statement** or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

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

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

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

21. Delays in the supplier's performance

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during 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 supplies 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 without the application of penalties.
- 21.5. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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:
 - 23.1.1. 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;
 - 23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or
 - 23.1.3. 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.



BERGRIVIER MUNICIPALITY

- 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 purchase 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:
- 23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
- 23.6.2. the date of commencement of the restriction
- 23.6.3. the period of restriction; and
- 23.6.4. the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

When, after the date of bid, provisional payments are required, or antidumping 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 favorable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

- 25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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



BERGRIVIER MUNICIPALITY

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,
 - 27.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - 27.4.2. the purchaser shall pay the supplier any monies due 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 wilful misconduct, and in the case of infringement pursuant to Clause 6;
 - 28.1.1. the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - 28.1.2. 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

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

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

31. Notices

- 31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4. No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.



BERGRIVIER MUNICIPALITY

33. Transfer of contracts

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

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 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2. If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 35.3. If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

General Conditions of Contract (revised July 2010)



BERGRIVIER MUNICIPALITY

5. GENERAL CONDITIONS OF TENDER

1. Sealed tenders, with the **"TENDER NUMBER: 8/3/11-2021 MN48/2021"** clearly endorsed on the envelope, must be deposited in the **TENDER BOX** at the offices of the Bergrivier Municipality, Kerk Street, Piketberg 7320.
2. The tender must be lodged by the Tenderer in the tender box in the Main Entrance, Bergrivier Municipal Offices, Kerk Street, Piketberg 7320.

PLEASE NOTE:

- 2.1. Tenders that are deposited in the incorrect box will not be considered.
- 2.2. Mailed, telegraphic or faxed tenders will not be accepted.
- 2.3. Documents may only be completed in non-erasable ink.
- 2.4. The use of correction fluid/tape is not allowed.
 - 2.4.1. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
 - 2.4.2. Alterations or deletions not signed by the Tenderer may render the tender invalid.
- 2.5. All bids must be submitted in writing on the official forms supplied (not to be re-typed)
- 2.6. All prices shall be quoted in South African currency and be **INCLUSIVE of VAT**.
3. **Where the value of an intended contract will exceed R1 000 000, 00 (R1 million) it is the bidder's responsibility to be registered with the South African Revenue Service (SARS) for VAT purposes in order to be able to issue tax invoices. The municipality will deem the price above R 1 000 000.00 (R1 million) to be VAT inclusive even if it is indicated that no VAT is charged. Please insure that provision is made for VAT in these instances.**
 - 3.1 It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.
 - 3.2 The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3 000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005. The VAT registration number of the Bergrivier Municipality is **4000 846 172**.
- 3 Any Tender received after the appointed time for the closing of Tenders shall not be considered but shall be filed unopened with the other Tenders received or may be returned to the Tenderer at his request.
- 4 Tenders may not be telefaxed to the Municipality and therefore any tenders received by fax will **not** be considered.
- 5 Tenders shall be opened in public at the Bergrivier Municipal Offices as soon as possible after the closing time for the receipt of tenders. Tenderers are encourage to attend these openings.
- 6 The Municipality shall have the right to summarily disqualify any Tenderer who, either at the date of submission of this tender or at the date of its award, is indebted to the Municipality in respect of any rental, levies, rates and/or service charges; ALTERNATIVELY;
 - 6.1 That an agreement be signed whereby the Tenderer agrees that a percentage or fixed amount at the discretion of the Municipality, be deducted from payments due to him for this tender, until the debt is paid in full.
 - 6.2 The tenderer shall declare **all** the Municipal account numbers in the Bergrivier Area for which the enterprise or the proprietors or directors in their personal capacity is/ are responsible or co-responsible.



BERGRIVIER MUNICIPALITY

7 This bid will be evaluated and adjudicated according to the following criteria:

- 7.1 Relevant specifications
- 7.2 Value for money
- 7.3 Capability to execute the contract
- 7.4 PPPFA & associated regulations

8 Service Level Agreement

The award of the tender is subject to the signing of a Service Level Agreement (SLA) between the successful bidder and Bergrivier Municipality.

9 Centralised Supplier Database

No Bids will be awarded to a bidder who is not registered on the Centralized Supplier Database (CSD).

The CSD supplier number starting with (MAAA) number is automatically generated by the Central Database System after successful registration and validation of a prospective service provider. This number is now a mandatory requirement, as referred to in regulation 14(1) (b) of the Municipal Supply Chain Management Regulations, as part of the listing criteria for accrediting a prospective service provider. Prospective suppliers should self – register on the CSD website at www.csd.gov.za Registration on the CSD will be compulsory in order to conduct business with the Bergrivier Municipality. Registration on CSD can be done by contacting 022 913 6000 Mrs. Revedy Hendricks.

<p>Centralized Supplier Database (CSD) No. MAAA.....</p>



BERGRIVIER MUNICIPALITY

6. MBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder’s tax obligations.

1. The **Tax Clearance Certificate/ Tax Compliance Status (TCS) Pin/ Centralised Suppliers Database (CSD) Registration Number** **must be submitted together with the bid.** Failure to submit a Tax Clearance Certificate/TCS Pin/CSD registration number may result in the invalidation of the bid.

(a) *Tax Compliance Status (TCS) Pin as of 18 April 2016*

i. In terms of the new Tax Compliance Status System implemented by SARS on 18 April 2016, taxpayers are now able to issue the municipality with a TCS Pin which will be used to verify a bidder’s tax status online via SARS E-filing. This option will be used to verify the status of the service provider (which should be active or compliant) and will determine if the offer will be further evaluated or omitted, even if the bidder only submitted a TCC as per point 1 above. Service provider’s status which is found inactive or non-compliant their offers will be omitted. Bidders who are not in possession of an valid Tax Clearance Certificate must issue the municipality with the following:

Tax Clearance Certificate printed for SARS E-filing	
Tax Reference Number:	
Tax Compliance Status Pin:	

2. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate, Tax Compliance Status Pin or CSD Registration number

3. Applications for the Tax Clearance Certificates 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.

4. If a bidder is registered on Bergrivier Municipality supplier’s database; that contains a tax clearance certificate which is active on closing date of Bid/Formal quotation, it must be indicated as such on this page, whereby the attaching of a new tax clearance certificate to this page will not be required.

5. Non-adherence to point 4 above may invalidate your offer.



BERGRIVIER MUNICIPALITY

PART B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 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)? YES NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:



BERGRIVIER MUNICIPALITY

7. MBD 4 – DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:

3.1.	Full Name of bidder or his or her representative				
3.2.	Identity Number				
3.3.	Position occupied in the Company (director, shareholder ² etc.)				
3.4.	Company Registration Number				
3.5.	Tax Reference Number				
3.6.	VAT Registration Number				
3.7.	Are you presently in the service of the state?	YES		NO	
3.7.1.	If so, furnish particulars:				
3.8.	Have you been in the service of the state for the past twelve months?	YES		NO	
3.8.1.	If so, furnish particulars:				

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

- a. a member of –
 - i. any municipal council;
 - ii. any provincial legislature; or
 - iii. the National Assembly or the National Council of Provinces;
- b. a member of the board of directors of any municipal entity;
- c. an official of any municipality or municipal entity;
- d. an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- e. an executive member of the accounting authority of any national or provincial public entity; or
- f. an employee of Parliament or a provincial legislature.

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



BERGRIVIER MUNICIPALITY

3.9.	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	YES		NO	
3.9.1.	If so, furnish particulars:				
3.10.	Are you aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES		NO	
3.10.1.	If so, furnish particulars:				
3.11.	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		NO	
3.11.1.	If so, furnish particulars:				
3.12.	Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		NO	
3.12.1.	If so, furnish particulars:				
	Name of the spouse/child/parent : ID number of the spouse/child/parent:..... Relationship to the official : Designation of the spouse/child/parent: Employer of the spouse/child/parent :				
3.13.	Do you or any of the directors, trustees, managers, principal shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?	YES		NO	
3.13.1.	If so, furnish particulars:				



BERGRIVIER MUNICIPALITY

3.14.	Please provide the following information on ALL directors/shareholders/trustees/members below:		
Full Name and Surname	Identity Number	Personal Income Tax Number	Provide State ³ Employee Number

NB:

a) PLEASE ATTACH CERTIFIED COPY(IES) OF ID DOCUMENT(S)

b) PLEASE PROVIDE PERSONAL INCOME TAX NUMBERS FOR ALL DIRECTORS / SHAREHOLDERS / TRUSTEES / MEMBERS, ETC.

4. DECLARATION

I, the undersigned (name) _____, certify that the information furnished in paragraph 3 above is correct.

I accept that the state may act against me should this declaration prove to be false.

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

³ MSCM Regulations: "in the service of the state" means to be –

- a. a member of –
 - i. any municipal council;
 - ii. any provincial legislature; or
 - iii. the National Assembly or the National Council of Provinces;
- b. a member of the board of directors of any municipal entity;
- c. an official of any municipality or municipal entity;
- d. an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- e. an executive member of the accounting authority of any national or provincial public entity; or
- f. an employee of Parliament or a provincial legislature.

**BERGRIVIER MUNICIPALITY****8. PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 – PURCHASES/SERVICES "Insert 80/20 or 90/10"****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 value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 or 90/10 preference point system shall be applicable; or

1.2 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
1.1.1. Price	80
1.1.2. B-BBEE status level of contribution	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

2.1 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

2.2 **"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;

2.3 **"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;

2.4 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003); as amended by Act No. 46 of 2013; (this was added by us)

2.5 **"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;

2.6 **"functionality"** means the ability of a tenderer to provide goods or services in accordance with



BERGRIVIER MUNICIPALITY

specifications as set out in the tender documents.

- 2.7 “prices” includes all applicable taxes less all unconditional discounts;
- 2.8 “proof of B-BBEE status level of contributor” means:
- 2.8.1 B-BBEE Status level certificate issued by an authorized body or person;
- 2.8.2 A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
- 2.8.3 Any other requirement prescribed in terms of the B-BBEE Act;
- 2.9 “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;
- 2.10 “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:

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

Where:

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- P_{\min} = Price of lowest acceptable bid

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

- 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



BERGRIVIER MUNICIPALITY

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 CONTRIBUTION 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 means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted? <i>(Tick applicable box)</i>	YES		NO	
7.1.1 If yes, indicate:				
7.1.1.1 what percentage of the contract will be subcontracted?	%			
7.1.1.2 the name of the sub-contractor?				
7.1.1.3 the B-BBEE status level of the sub-contractor?				
7.1.1.4 whether the sub-contractor is an EME or QSE? <i>(Tick applicable box)</i>	YES		NO	

7.1.1.5 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		



BERGRIVIËR MUNICIPALITY

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: (Tick applicable box)	Partnership / Joint Venture / Consortium	<input type="checkbox"/>
	One person business / sole proprietor	<input type="checkbox"/>
	Close Corporation	<input type="checkbox"/>
	Company	<input type="checkbox"/>
	(Pty) Limited	<input type="checkbox"/>
8.5 Describe Principal Business Activities		
8.6 Company Classification (Tick applicable box)	Manufacturer	<input type="checkbox"/>
	Supplier	<input type="checkbox"/>
	Professional service provider	<input type="checkbox"/>
	Other service providers, e.g. transporter, etc.	<input type="checkbox"/>
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:		



BERGRIVIER MUNICIPALITY

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 contribution indicated in paragraph 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
- 9.1 The information furnished is true and correct;
- 9.2 The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- 9.3 In the event of a contract being awarded as a result of points claimed as shown in paragraph 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;
- 9.4 If the B-BBEE status level of contribution 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 –
- 9.4.1 disqualify the person from the bidding process;
- 9.4.2 recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- 9.4.3 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;
- 9.4.4 restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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
- 9.4.5 forward the matter for criminal prosecution

SIGNATURE OF BIDDER(S):			
WITNESS 1:		WITNESS 2:	
DATE:			
ADDRESS:			

**BERGRIVIER MUNICIPALITY****9. 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, 2017, 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, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated 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](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;



BERGRIVIER MUNICIPALITY

2. 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:

*	Electrical cables	90%
---	--------------------------	------------

**Please submit also letters of exemption from DTI if local content is not 100%.
Please ensure that you put all the items on Annexure A on which you make an offer.**

3. Does any portion of the goods or services offered have any imported content?
(*Tick applicable box*)

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

- 3.1 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 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 on date of advert

4. 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 AO/AA provide directives in this regard.

SIGNATURE OF BIDDER(S):			
WITNESS 1:		WITNESS 2:	
DATE:			
ADDRESS:			



BERGRIVIER MUNICIPALITY

**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 TENDER NO. 8/3/11-2021 MN48-2021, ISSUED BY BERGRIVIER MUNICIPALITY.
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.thdti.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.

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
- (c) The local content percentage (%) 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 / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.



BERGRIVIER MUNICIPALITY

- (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 / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

	SIGNATURE	DATE
TENDERER:		
WITNESS No. 1:		
WITNESS No. 2:		



BERGRIVIER MUNICIPALITY

- 3.1 The stipulated minimum threshold percentage for local production and content for the different types of electrical cables is 90%.
- 3.2 To ensure that local production and content is discharged on manufacturing activities, the following cables which have been designated must be included in bid invitations:

Power Cables: cables used for power transmission

Cable Products	Stipulated minimum threshold
Low Voltage	90%
Low Cost Reticulation	90%
Medium & High Voltage	90%
ACR	90%

Telecom Cables: cables used for telecommunications

Cable Products	Stipulated minimum threshold
Optical Fibre Cables	90%
Copper Telecom Cables	90%



BERGRIVIER MUNICIPALITY

ANNEXURE C	SATS 1286.2011
Local Content Declaration – Summary Schedule	

(C1) Tender No.	8/3/11-2021 MN48-2021		
(C2) Tender Description	MANUFACTURE, TESTING, SUPPLY AND DELIVERY OF A 12KV CCVV RING MAIN UNIT IN 3CR12 KIOSK UNTIL 30 JUNE 2021		
(C3) Designated product(s)			
(C4) Tender Authority			
(C5) Name of Tendering Entity			
(C6) Tender Exchange Rate	Currency		Rate
(C7) Specified local content 90 %	Electrical Cables		90%

NOTE: VAT to be excluded from all calculations

Calculation of local content							
Tender Item No's	List of Items	Tender Price – each	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)

Tender summary			
Tender Quantity	Total tender value	Total exempted imported content	Total imported content
(C16)	(C17)	(C18)	(C19)

SIGNATURE OF TENDERER AS PER LOCAL CONTENT DECLARATION _____ DATE _____	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:60%;">(C20) Total tender value</td> <td style="width:40%;"></td> </tr> <tr> <td>(C21) Total Exempt imported content</td> <td></td> </tr> <tr> <td>(C22) Total Tender value net of exempt imported content</td> <td></td> </tr> <tr> <td>(C23) Total Imported content</td> <td></td> </tr> <tr> <td>(C24) Total local content</td> <td></td> </tr> <tr> <td>(C25) Average local content % of tender</td> <td></td> </tr> </table>	(C20) Total tender value		(C21) Total Exempt imported content		(C22) Total Tender value net of exempt imported content		(C23) Total Imported content		(C24) Total local content		(C25) Average local content % of tender	
(C20) Total tender value													
(C21) Total Exempt imported content													
(C22) Total Tender value net of exempt imported content													
(C23) Total Imported content													
(C24) Total local content													
(C25) Average local content % of tender													



BERGRIVIER MUNICIPALITY

ANNEXURE D

SATS 1286.2011

Imported Content Declaration – Supporting Schedule to Annexure C

(D1)	Tender No.			
(D2)	Tender Description			
(D3)	Designated product(s)			
(D4)	Tender Authority			
(D5)	Tendering Entity's Name			
(D6)	Tender Exchange Rate	Currency		Rate

NOTE: VAT to be excluded from all calculations

A. Exempted imported content				Calculation of imported content					
Tender item no's	Description of imported content	Local supplier	Overseas supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)

(D19) Total exempt imported value

Summary	
Tender Quantity	Exempted imported value
(D17)	(D18)

This total must correspond with Annex C – C21

B. Imported directly by the Tenderer				Calculation of imported content					
Tender item no's	Description of imported content	Unit of measure	Overseas supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)

(D32) Total imported value by tenderer

Summary	
Tender Quantity	Total imported value
(D30)	(D31)



BERGRIVIER MUNICIPALITY

ANNEXURE D - Continued

SATS 1286.2011

Imported Content Declaration – Supporting Schedule to Annexure C

NOTE: VAT to be excluded from all calculations

C. Imported by a 3 rd party and supplied to the Tenderer				Calculation of imported content						Summary	
Description of imported content	Unit of measure	Local supplier	Overseas supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party											

D. Other foreign currency payments			Calculation of foreign currency payments		Summary of Payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender rate of exchange	Local value of payments	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)	
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party						
(D53) Total o imported content and foreign currency payments – (D32), (D45) and (D52) above						

This total must correspond with Annex C – (C23)

SIGNATURE OF TENDERER AS PER LOCAL CONTENT DECLARATION

DATE

ANNEX E	SATS 1286.2011
Local content Declaration – Summary Schedule	

(E1) Tender No.	T 8/3/11-2021 MN48-2021	NOTE: VAT to be excluded from all calculations
(E2) Tender Description	MANUFACTURE, TESTING, SUPPLY AND DELIVERY OF A 12KV CCVV RING MAIN UNIT IN 3CR12 KIOSK UNTIL 30 JUNE 2021	
(E3) Designated product(s)		
(E4) Tender Authority		
(E5) Tendering Entity's Name		

LOCAL PRODUCTS (Goods, Services and Works)		
Description of items purchased	Local suppliers	Value
(E6)	(E7)	(E8)
(E9) Total local products (Goods, service and works)		

(E10) Manpower costs (Tenderer's own manpower cost)

(E11) Factory overheads (Rental, depreciation & amortization, utility costs, consumables, etc.)

(E12) Administration overheads and mark-up (Marketing, insurance, financing interest, etc.)

(E13) Total local content

This total must correspond with Annex C – C24

SIGNATURE OF TENDERER AS PER LOCAL CONTENT DECLARATION

DATE



BERGRIVIER MUNICIPALITY

10. MBD 8 – DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Municipal Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - 3.1. abused the municipality’s / municipal entity’s supply chain management system or committed any improper conduct in relation to such system;
 - 3.2. been convicted for fraud or corruption during the past five years;
 - 3.3. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - 3.4. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

4.1	Is the bidder or any of its directors listed on the National Treasury’s database as a company or person prohibited from doing business with the public sector? <i>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</i>	Yes	No
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <i>(To access this Register enter the National Treasury’s website, www.treasury.gov.za, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</i>	Yes	No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No



BERGRIVIER MUNICIPALITY

4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes	No
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
4.5.1	If so, furnish particulars:		

5. CERTIFICATION

I, the undersigned (full name), _____, certify that the information furnished on this declaration form true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

SIGNATURE:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			



BERGRIVIËR MUNICIPALITY

11. CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids 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).⁴ Collusive bidding is a *per 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:
 - 3.1. take all reasonable steps to prevent such abuse;
 - 3.2. 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
 - 3.3. 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:

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

BERGRIVIËR MUNICIPALITY

I, the undersigned, in submitting the accompanying bid, hereby make the following statements that I certify to be true and complete in every respect:

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:
 - 5.1. has been requested to submit a bid in response to this bid invitation;

⁴ 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.



BERGRIVIER MUNICIPALITY

- 5.2. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
- 5.3. 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 consortium⁵ will not be construed as collusive bidding.
- 7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - 7.1. prices;
 - 7.2. geographical area where product or service will be rendered (market allocation)
 - 7.3. methods, factors or formulas used to calculate prices;
 - 7.4. the intention or decision to submit or not to submit, a bid;
 - 7.5. the submission of a bid which does not meet the specifications and conditions of the bid; or
 - 7.6. 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.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

⁵ 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.



BERGRIVIER MUNICIPALITY

12. CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56 OF 2003)

I, _____, _____ (full name and ID no.), hereby acknowledge that according to SCM Regulation 38(1) (d) (i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the Bergrivier Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

I declare that I am duly authorised to act on behalf of _____ (name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER	MUNICIPAL ACCOUNT NUMBER

FURTHER DETAILS OF THE BIDDER'S Director / Shareholder / Partners, etc.:

Director / Shareholder / partner	Physical address of the Business	Municipal Account number(s)	Physical residential address of the Director / shareholder / partner	Municipal Account number(s)

NB: Please attach certified copy (s) of ID document(s) and Municipal Accounts
 If the entity or any of its Directors/Shareholders/Partners, etc. rents/leases premises, a copy of the rental/lease agreement must be submitted with this tender.

Signature	Position	Date



BERGRIVIER MUNICIPALITY

13. COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)

COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)

Bergrivier Municipality has legal duty in terms of Section 89 of the said Act to ensure that all contractors with whom agreements are entered into for the execution of work are registered as employers in accordance with the provisions of this Act and that all the necessary assessments have been paid by the contractor.

In order to enter into this agreement, the following information is needed regarding the above-mentioned:

Contractor's registration number with the office of the Compensation Commissioner:	
--	--

NOTE:

A copy of the latest receipt together with a copy of the relevant assessment OR a copy of a valid Letter of Good Standing must be handed in, in this regard.

PRINT NAME:			
CAPACITY:		NAME OF FIRM	
SIGNATURE:		DATE:	



BERGRIVIER MUNICIPALITY

14. FORM OF INDEMNITY

INDEMNITY

Given by (Name of Company) _____ of
(registered address of Company) _____ a
company incorporated with limited liability according to the Company Laws of the Republic of South Africa
(hereinafter called the Contractor), represented herein by (Name of Representative) _____ in
his capacity as (Designation) _____ of the
Contractor, is duly authorized hereto by a resolution dated _____ /20___, to
sign on behalf of the Contractor.

WHEREAS the Contractor has entered into a Contract dated _____ / 20_____,
with the Municipality who require this indemnity from the Contractor.

NOW THEREFORE THIS DEED WITNESSES that the Contractor does hereby indemnify and hold harmless the Municipality in respect of all loss or damage that may be incurred or sustained by the Municipality by reason of or in any way arising out of or caused by operations that may be carried out by the Contractor in connection with the aforementioned contract; and also in respect of all claims that may be made against the Municipality in consequence of such operations, by reason of or in any way arising out of any accidents or damage to life or property or any other cause whatsoever; and also in respect of all legal or other expenses that may be incurred by the Municipality in examining, resisting or settling any such claims; for the due performance of which the Contractor binds itself according to law.

SIGNATURE OF CONTRACTOR:	
DATE:	
SIGNATURE OF WITNESS 1:	
DATE:	
SIGNATURE OF WITNESS 2:	
DATE:	



**PART B – SPECIFICATIONS AND
PRICING SCHEDULE**



SPECIFICATIONS

FOR

Tender rates for a 12 kV CCVV Ring main Unit in 3CR12 Kiosk until 30 June 2021

1 SCOPE OF SPECIFICATION

This specification provides for the manufacture, testing, supply and delivery of 12 kV metal-enclosed ring main units for both indoor and outdoor installation.

2 NORMATIVE REFERENCES

The following documents contain provisions that, through reference in the text, constitute requirements of this specification. At the time of publication, the editions indicated were valid. For dated references only, the edition cited applies. For undated references, the latest edition (including amendments) applies. Information on currently valid national and international standards can be obtained from the South African Bureau of Standards.

- | | | |
|-----|---------------|--|
| 2.1 | BS 7215 | - Separable insulated cable connector system above 1 kV and up to 36 kV |
| 2.2 | EN 50181 | - Plug-in type bushings above 1 kV up to 36 kV and from 250 A to 1,25 kA, for equipment other than liquid filled transformers. |
| 2.3 | IEC 60255-1 | - Measuring relays and protection equipment – Part 1: Common requirements |
| | IEC 60255-151 | - Measuring relays and protection equipment – Part 151: Functional requirements for over / under current protection |
| | IEC 60376 | - Specification of technical grade sulphur hexafluoride (SF ₆) for use in electrical equipment |
| | IEC 60787 | - Application guide for the selection of high-voltage current-limiting fuses for transformer circuit applications |
| 2.4 | NRS 012 | - Cable terminations and live conductors within air insulated enclosures (insulation co-ordination) for rated a.c. voltages of 7,2 kV and up to and including 36 kV. |
| | NRS 053 | - Accessories for medium-voltage power cables (3,8/6,6 kV to 19/33 kV) |
| 2.5 | SANS 97 | - Electric cables - Impregnated paper-insulated metal- |



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		sheathed cables for rated voltages 3,3/3,3 kV to 19/33 kV (excluding pressure assisted cables)
use	SANS 630	- Decorative high gloss enamel paint for interior and exterior
	SANS 780	- Distribution transformers
	SANS 1091	- National colour standards for paint
	SANS 1186-1	- Symbolic safety signs Part 1 : Standard signs and general requirements
	SANS 1507-2	- Electrical cables with extruded solid dielectric insulation for fixed installation (300/500 V to 1 900/ 3 300) Part 2: Wiring Cables
	SANS 1874	- Metal enclosed ring main units for rated ac voltages above 1 kV and up to and including 36 kV
	SANS 9001	- Quality management systems - Requirements
	SANS 60044-1	- Instrument transformers Part 1: Current transformers
	SANS 60044-2	- Instrument transformers Part 2: Inductive voltage transformers
	SANS 60137	- Insulated bushings for alternating voltages above 1 000 V
	SANS 60265-1	- High-voltage switches Part 1: Switches for rated voltages above 1 kV and less than 52 kV
	SANS 60270	- High-voltage test techniques - Partial discharge measurements
	SANS 60282-1	- High-voltage fuses Part 1: Current limiting fuses
	SANS 60529	- Degree of Protection provided by Enclosures (IP Code)
	SANS 60815-1	- Selection and dimensioning of high-voltage insulators intended for use in polluted conditions Part 1: Definitions, information and general principles
	SANS 61238-1	- Compression and mechanical connectors for power cables for rated voltages up to 30 kV ($U_m = 36$ kV) Part 1: Test methods and requirements
	SANS 61243-5	- Live working – Voltage detectors Part 5: Voltage detecting systems (VDS)
	SANS 62271-1	- High-voltage switchgear and controlgear Part 1: Common specifications
	SANS 62271-100	- High-voltage switchgear and controlgear Part 100: Alternating-current circuit-breakers
	SANS 62271-102	- High-voltage switchgear and control-gear – Alternating current disconnectors and earthing switches
	SANS 62271-105	- High-voltage switchgear and control-gear – Alternating current switch-fuse combinations
	SANS 62271-200	- High-voltage switchgear and control-gear – AC metal



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enclosed switchgear and control-gear for voltages above 1 kV and up to and including 52 kV

SANS 62271-202 - High-voltage switchgear and control-gear – High voltage / low voltage prefabricated substation

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

3 GENERAL

3.1 Service Conditions

3.1.1 The equipment will be connected to a 50 Hz, three-phase system having a maximum fault level of 20 KA and a nominal voltage of 11kV .

3.1.2 Ring main units for outdoor installation shall be suitable for outdoor all-weather use at sea-level and furthermore be suitable for installation in areas classified as Pollution Level III (Heavy) in accordance with SANS 60815 due to close proximity to the sea and exposure to strong onshore winds.

3.1.3 Ring main units and compact switchgear for indoor installation shall be suitable for installation in areas classified as Pollution Level III (Heavy) in accordance with SANS 60815 due to substation switch-room locations in close proximity to the sea and with exposure to strong onshore winds.

3.1.4 The highest ambient temperature commonly experienced is 40°C and the lowest -5°C. Relative humidity varies between 20% and 90%.

3.2 Installation Conditions

3.2.1 Ring main units for outdoor installation will be installed on a concrete plinth with suitable cut-outs for cable entry.

3.2.2 Ring main units and compact switchgear for indoor installation will be installed within brick-built substation rooms with epoxy finished cement screed concrete floors and 900 mm deep cable trenches fitted with meranti timber or marine-ply clad glass fibre grid trench cover boards.

3.3 Compliance with Regulations

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



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3.4 Quality, Design and Execution

- 3.4.1 All apparatus should comply with this Specification. Any departures from the requirements of this Specification shall be stated in the Schedules and/or in a covering letter and may be accepted at the Engineer's discretion.
- 3.4.2 No departure shall be implemented without the prior approval of the Engineer.
- 3.4.3 The equipment shall comply with the particulars and guarantees stated in the Schedules.
- 3.4.4 The equipment offered shall comprise the Manufacturer's standard equipment, the reliability of which has been thoroughly proven in service.
- 3.4.5 Only proven design and construction methods and principles will be acceptable.
- 3.4.6 All equipment, components and accessories shall have passed the type tests laid down in the appropriate specifications. The Tenderer shall submit with his tender copies of the results of all type tests and certificates of rating. The tests shall have been conducted by an accredited independent test laboratory and approved by the Engineer. The testing laboratory shall be accredited by a national accreditation body that is a member of the International Accreditation Cooperation. **TENDERS WILL NOT BE CONSIDERED UNLESS THE REQUIRED CERTIFICATES HAVE BEEN SUBMITTED.** Type tests for extensible switch panels shall include certification for an assembled switchboard including the busbar couplers or external busbars.
- 3.4.7 The Contractor's quality assurance system shall be approved in terms of SANS 9001. A copy of the registration certificate shall be submitted with the Tender and the number entered in the Schedules. Alternative quality assurance systems may be considered but shall be to the approval of the Engineer.
- 3.4.8 All materials used shall be new materials and of the best quality. The material of which each part is made shall be one of those recognised as suitable for the purpose in conservative modern practice and of a class suitable for working under the conditions specified. The variations of temperature and atmospheric conditions arising under working conditions shall not cause distortion, deterioration or the setting up of undue stresses in any part nor affect the strength and suitability of the various parts for the work which they have to perform. No welding, filling or plugging of defective parts will be permitted without the sanction in writing of the Engineer.
- 3.4.9 Only materials with minimum temperature ratings, in air, in accordance with SANS 62271-1 shall be acceptable and all such materials shall be non-combustible.
- 3.4.10 The design and execution of the Work shall incorporate every practicable precaution and provision for:-
- 3.4.10.1 The safety of those who will operate and maintain the equipment.
- 3.4.10.2 The satisfactory operation of the equipment under all conditions liable to be met in



service, and

- 3.4.10.3 To facilitate inspection, maintenance and repairs.
- 3.4.11 Features likely to require excessive maintenance shall be carefully avoided.
- 3.4.12 Kiosks, cubicles and similar enclosed compartments shall be adequately ventilated to restrict condensation but shall at the same time be vermin proof.
- 3.4.13 Tenderers shall offer equipment of the highest possible quality to ensure highly reliable service and only proven designs will be accepted.

4 REQUIREMENTS

4.1 Configuration

- 4.1.1 The ring main units shall comprise a combination of non-automatic ring main switch disconnecter, switch-fuse combination tee-off and/or circuit breaker tee-off modules, as specified, connected in series by a common busbar.
- 4.1.2 The ring main units shall be non-extensible.
- 4.1.3 The compact switchgear shall comprise single module or multiple module extensible non-automatic ring main switch disconnecter, switch-fuse combination, circuit breaker and/or metering modules, as specified, designed for assembly into switchboards through interconnection with insulated and screened busbar couplers or external busbars.
- 4.1.4 The ring main units and compact switchgear shall be supplied and type tested complete with any weatherproof kiosks, pedestals and / or raising bases necessary to comply with the requirements of this specification.

4.2 Ratings

4.2.1 Rated Voltage

- 4.2.1.1 The rated voltage of the ring main units and compact switchgear shall be 12 kV.

4.2.2 Rated Insulation Level

- 4.2.2.1 The rated peak lightning impulse peak withstand voltage shall be 95 kV and the rated short duration power frequency withstand voltage 28 kV.

4.2.3 Rated Normal Current

- 4.2.3.1 The rated normal current of the ring main switch disconnectors shall be 630 A.
- 4.2.3.2 The rated normal current of the switch-fuse combination tee-off and circuit breaker tee-off shall be 200 A.



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- 4.2.3.3 The rated normal current of the busbars, including all couplers and connectors, shall be the same as the ring main switch disconnectors.
- 4.2.4 Rated Short-time and Peak Withstand Current
- 4.2.4.1 The rated short time withstand rms current shall be 20 kA for 3 seconds, and the rated peak withstand current shall be 50 kA.
- 4.2.5 Rated Breaking Current and Short Circuit Breaking Current
- 4.2.5.1 The rated breaking current of the ring main switch-disconnector and circuit breaker modules shall be in accordance with the requirements of SANS 1874.
- 4.2.5.2 The rated breaking current of the switch of the switch-fuse combination modules shall be 200 A, in accordance with SANS 60265-1.
- 4.2.5.3 The rated short circuit breaking current of the switch-fuse combination and circuit breaker tee-offs shall be 20 kA.
- 4.2.6 Rated Short Circuit Making Current
- 4.2.6.1 The rated short circuit making current of the ring main switch disconnectors, switch-fuse combination tee-offs, circuit breaker tee-offs and earthing switches shall be 50 kA.
- 4.3 **Internal Arc Classification**
- 4.3.1 Ring main units for outdoor installation shall have a minimum internal arc classification of IAC AB 20 kA 0,5 s, in accordance with the requirements of SANS 62271-202. This rating shall apply to the complete ring main unit, including cable termination enclosures, and its weatherproof kiosk, as installed.
- 4.3.2 Ring main units and compact switchgear for indoor installation shall have a minimum internal arc classification of IAC AFL 20 kA 0,5 s, in accordance with the requirements of SANS 62271-200. This rating shall apply to the complete ring main unit or assembled compact switchgear switchboard, including cable termination enclosures and any necessary pedestals or raising bases, as installed.
- 4.3.3 Tenderers shall provide detailed information with their tenders covering the installation requirements necessary to ensure compliance with the IAC rating of the ring main units and compact switchgear. This shall include requirements for fixing of the ring main unit or its weatherproof kiosk to the floor or plinth, details of minimum wall and roof clearances for indoor installations and details of any restrictions or prohibited access zones necessary in the vicinity of the ring main unit.
- 4.4 **General Requirements**
- 4.4.1 Design and Construction of Switchgear



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- 4.4.1.1 The ring main units and compact switchgear shall comply with the requirements of SANS 1874 and SANS 62271-200 and shall be of fixed pattern design.
- 4.4.1.2 All primary components of the equipment shall be made and assembled by the same Manufacturer.
- 4.4.1.3 Only units with proven service history shall be considered.
- 4.4.1.4 All switching devices shall be operable from the front of the unit.
- 4.4.1.5 The ring main units and compact switchgear shall be provided with lifting eyes with a minimum diameter of 30 mm for lifting or slinging.
- 4.4.2 Insulating/Interrupting Medium
- 4.4.2.1 The ring main units and compact switchgear shall be SF₆ insulated.
- 4.4.2.2 Only new SF₆ gas complying with the requirements of IEC 60376 shall be used.
- 4.4.2.3 The gas-insulated switch compartments of the switchgear shall be factory sealed for life for a minimum maintenance-free lifespan of 30 years.
- 4.4.2.4 The ring main units and compact switchgear shall not require routine gas replenishment during normal service.
- 4.4.2.5 The manufacturer of the ring main units and compact switchgear shall provide full details of the programme for safe recovery of SF₆ gas after their service life.
- 4.4.2.6 The cartridge fuses on switch-fuse combination modules shall be air insulated.
- 4.4.2.7 The interrupting medium for the switch disconnectors, switch fuse combination disconnectors and circuit breakers shall be SF₆ gas or vacuum, and shall be detailed in the Schedules.
- 4.4.3 Monitoring Facility for Insulating Medium
- 4.4.3.1 An SF₆ gas monitoring gauge shall be provided to indicate safe and unsafe gas pressure and shall be visible from the front panel.
- 4.4.4 Degree of Protection
- 4.4.4.1 The degree of protection of the weatherproof kiosk for ring main units for outdoor installations shall be a minimum of IP 44, in accordance with SANS 60529.
- 4.4.4.2 The degree of protection of all accessible enclosures and compartments of the ring main units and compact switchgear shall be a minimum of IP 4X, in accordance with SANS 60529, applicable when all doors are closed.
- 4.4.5 Accessibility of Compartments



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- 4.4.5.1 The ring main unit and compact switchgear gas-insulated switch compartment shall be a non-accessible compartment in accordance with SANS 62271-200.
- 4.4.5.2 The ring main unit and compact switchgear air-insulated fuse compartment, where applicable, shall be an interlock-controlled accessible compartment in accordance with SANS 62271-200.
- 4.4.5.3 The compact switchgear air-insulated metering module shall be an interlock-controlled accessible compartment in accordance with SANS 62271-200.
- 4.4.5.4 The ring main unit and compact switchgear cable termination boxes shall be interlock-controlled accessible compartments in accordance with SANS 62271-200.
- 4.4.5.5 The ring main unit and compact switchgear cable test facility compartments, where applicable, shall be interlock-controlled accessible compartments in accordance with SANS 62271-200.
- 4.4.6 Partition Class
- 4.4.6.1 The ring main units and compact switchgear shall be of Partition Class PM in accordance with SANS 62271-200, with earthed metallic partitions between live compartments.
- 4.4.7 Service Continuity Category
- 4.4.7.1 The ring main units and compact switchgear shall be Loss of Service Continuity (LSC) category LSC1 in accordance with SANS 62271-200.
- 4.4.8 Cable Test Facilities
- 4.4.8.1 Integral cable test facilities that do not require access to the cable boxes or removal of the separable connectors of the cable termination shall be provided on the ring main switch disconnecter modules for the application of test voltages to the associated circuit of up to 19 kV DC or 13 kV AC to earth.
- 4.4.8.2 Where provided for by the particular switchgear design, integral cable test facilities that do not require access to the cable boxes or removal of the separable connectors of the cable termination shall also be provided on the switch-fuse combination modules and circuit breaker modules.
- 4.4.8.3 The cable test facilities shall not require the use of any loose test plugs or prods and shall be accessible from the front of the ring main unit and compact switchgear.
- 4.4.8.4 Access to cable test facilities shall be interlock-controlled to ensure that the test facilities shall only be accessible when the associated earth switch is in the EARTH position, and the cable test facility access shall be capable of being padlocked.
- 4.4.8.5 The internal arc classification of the ring main unit and compact switchgear pertaining



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to other live compartments or switch modules shall be maintained while the cable test facilities on any particular switch module are accessed.

- 4.4.8.6 Phase colours and warning notices shall be permanently marked on test terminals, to approval.
- 4.4.9 Cable Earthing Facilities
- 4.4.9.1 The ring main switch disconnecter, switch-fuse combination tee-off and circuit breaker tee-off modules shall each be fitted with an integral cable earthing switch that complies with the requirements of SANS 62271-102 and SANS 62271-200.
- 4.4.9.2 Cable earthing facilities which require the use of loose equipment or attachments shall not be acceptable.
- 4.4.9.3 Earthing facilities on the switch-fuse combination modules shall earth both sides of the fuse link.
- 4.4.10 Cable Live Indication
- 4.4.10.1 A three phase voltage detection system (VDS) suitable for the detection and indication of presence and absence of operating voltage and complying with the requirements of SANS 61243-5 shall be provided on all switching devices on the ring main units and compact switchgear.
- 4.4.10.2 The VDS system shall provide permanent VDS indication and shall provide for electrical phasing between modules on the ring main units and compact switchgear through the use of universal phase comparators (UPCs).
- 4.4.10.3 All capacitive dividers utilised for live circuit indication shall have been type tested, shall have proven in-service performance history in harsh coastal environments, and shall be individually tested for partial discharge in accordance with the requirements of SANS 60270.
- 4.4.11 Mechanism Locking Facilities
- 4.4.11.1 Each ring main switch disconnecter, switch-fuse combination tee-off and circuit breaker tee-off shall be capable of being padlocked in the ON position, the OFF position and the EARTH position in accordance with SANS 1874.
- 4.4.11.2 Each push button for operation of the ring main unit (eg. Trip / close push buttons on switch-fuse combination tee-off and circuit breaker tee-off) shall be fitted with a padlockable metal cover to prevent unauthorised operation.
- 4.4.11.3 The operating control locking facilities shall be designed to be locked with mini-padlocks with 4 mm shackles.
- 4.4.12 General Interlocks



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- 4.4.12.1 Positive mechanical interlocking shall be provided on the ring main units operating mechanisms in accordance with SANS 1874.
- 4.4.13 RMU Rating Plate
- 4.4.13.1 The ring main units and compact switchgear shall be fitted with a rating plates complying with the requirements of SANS 1874.
- 4.4.14 Marking and Labelling
- 4.4.14.1 The ring main units and compact switchgear shall have markings and labelling as specified in SANS 1874.
- 4.4.14.2 Single line operating diagrams shall be clearly marked on the front panel of the units.
- 4.4.14.3 All apparatus and interlocks shall be clearly labelled indicating their purpose, function and operating procedure.
- 4.4.14.4 All main circuit bushings and test contacts shall be legibly and indelibly marked with the appropriate phase designation assigned to that terminal. The markings shall be one of L1, L2 or L3, as appropriate.
- 4.4.14.5 The material, method of printing and method of fixing of all labels shall be to the approval of the Engineer. Mechanical methods of fixing are preferred.
- 4.4.14.6 Paper stick-on labels shall not be acceptable.
- 4.4.14.7 The total mass of the unit (in kilograms) shall be marked on its side or rear. In the case of ring main units for outdoor installation the total mass of the ring main unit and kiosk assembly shall be stencilled on the side of the kiosk in white lettering with a minimum font size of 50 mm (e.g. "TOTAL MASS: 500 kg").
- 4.4.14.8 A metallic corrosion-resistant 150 mm x 150 mm Type WW7 warning sign in accordance with SANS 1186 shall be permanently attached to the outside of the weatherproof kiosk doors and also each cable termination compartment cover or door. If pop-rivets are used, only stainless steel blind pop rivets will be acceptable.
- 4.4.14.9 Where the ring main unit or compact switchgear supplier is not the manufacturer, the supplier shall provide and affix in an approved position a label detailing the supplier's name or trade mark.



BERGRIVIER MUNICIPALITY

- 4.4.15 Earthing
- 4.4.15.1 The ring main units and compact switchgear shall be provided with earth connection terminals and tinned copper earth bars complying with the requirements of SANS 1874.
- 4.4.15.2 The earth connection terminal for each metal enclosure and the main tank shall be suitable for the maximum earth fault current specified in Clause 3 of the specification, and shall be of size M12.
- 4.4.15.3 Two stainless steel nuts and washers shall be provided on each earth connection terminal.
- 4.4.15.4 All earth bars shall be bonded together providing electrical continuity. All bonding conductors used to interconnect the separate earth bars shall be copper and have a cross sectional area not less than that of the ring main unit earth bar.
- 4.4.15.5 A minimum of 4 holes diameter suitable for an M12 bolt shall be provided in the earth bar for earth connections.
- 4.4.15.6 Any earth bars external to the cable termination compartments shall be shrouded or covered in an approved manner to remove them from view and inhibit unauthorised access so as to minimise the possibility of theft.
- 4.4.16 Painting and Protection against Corrosion
- 4.4.16.1 The ring main units and compact switchgear shall be painted and protected against corrosion in accordance with the requirements of SANS 1874.
- 4.4.16.2 The gas-insulated switch compartment shall be constructed from stainless steel.
- 4.4.16.3 All other sheet steel work shall comprise an approved corrosion resistant metal.
- 4.4.16.4 All external nuts and bolts shall be manufactured from stainless steel. Care shall be taken to ensure that nuts and bolts are not over tightened such that the threads are damaged and the nuts and bolts cannot be loosened and/or retightened.
- 4.5 **Switch Disconnecter Modules**
- 4.5.1 General
- 4.5.1.1 Each switch disconnecter shall be a three pole switch that complies with the requirements for general purpose switches of SANS 60265-1.
- 4.5.1.2 Switch disconnectors shall be at least Class E2 M1 in accordance with SANS 60265-1.
- 4.5.2 Operation
- 4.5.2.1 The operating mechanism of switch disconnectors shall provide independent manual



closing and opening.

4.6 Switch-fuse Combination Modules

4.6.1 General

4.6.1.1 Each switch-fuse combination shall be a three phase unit that complies with the requirements of SANS 62271-105 and SANS 1874.

4.6.1.2 Where fuse links are housed in a free breathing enclosure there shall be a minimum specific creepage of 25 mm/kV for any creepage paths between live terminals and earthed metal work.

4.6.1.3 The switch-fuse combination shall be capable of supplying a transformer of 1 600 kVA rating.

4.6.2 Fuse Links

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

4.6.2.2 Fuse-link enclosures shall comply with the requirements of SANS 1874.

4.6.2.3 Full details of recommended fuse types shall be provided with the tender, including all full technical characteristics and tolerances for striker pin energy class and travel.

4.6.2.4 The preferred fuse links for switch-fuse combination modules shall be DIN type fuses of length 442 mm.

4.6.2.5 The fuse links will be supplied by others.

4.6.3 Fuse Compartment Interlocks

4.6.3.1 Mechanical interlocks preventing access to the fuse compartment and interlocks on the operating mechanism of the switch fuse combination tee-off shall comply with the requirements of SANS 1874.

4.6.4 Operating Mechanism

4.6.4.1 The operating mechanism of the switch-fuse combinations shall provide independent manual closing and stored energy tripping.

4.7 Circuit Breaker Modules

4.7.1 General

4.7.1.1 Circuit breakers shall be three pole devices complying with the requirements of SANS 62271-100 and SANS 1874.



BERGRIVIER MUNICIPALITY

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- 4.7.1.2 Circuit breakers shall be Class C2 E2 M1 in accordance with SANS 62271-100.
- 4.7.1.3 The rated operating sequence of the circuit breakers shall be O - t - CO - t - CO where t equals 3 minutes, in accordance with SANS 62271-100.
- 4.7.1.4 The first-pole-to-clear factor shall be 1,5 in accordance with SANS 62271-100.
- 4.7.2 Operation
- 4.7.2.1 The operating mechanism of the circuit breakers shall provide independent manual closing and stored energy tripping.
- 4.7.2.2 Circuit breakers shall have a trip-free mechanical switching mechanism.
- 4.7.3 Protection
- 4.7.3.1 The circuit breaker modules shall each be fitted with the standard self powered protection relay, installed and wired complete for service, as specified in 4.7.4 below.
- 4.7.3.2 The circuit breaker modules shall each be fitted with ring core current transformers rated for the protective relay offered, or alternatively shall be fitted with current sensors incorporated within the type C cable bushings and suitable for the protective relay offered.
- 4.7.4 Protection Relay (Standard)
- 4.7.4.1 The protection relays shall provide both over-current and earth fault functions with definite time, normal inverse time, very inverse time and extremely inverse time protection characteristics in accordance with IEC 60255-151.
- 4.7.4.2 Protection relays shall be housed within the standard fascia of the ring main units or compact switchgear and shall not require a separate relay compartment.
- 4.7.4.3 The protection relay installation on the ring main unit or compact switchgear fascia shall have a minimum IP rating of IP54 and shall be fully protected against the effects of rain during switching operations. Relays that do not have a minimum intrinsic IP54 rating shall be provided with a gasketed removable transparent cover and / or housing and any other measures necessary to raise the IP rating as specified and provide appropriate weather protection.
- 4.7.4.4 Protection relays shall be fitted with clearly visible indicators identifying when a relay initiated circuit breaker trip has commenced timing or has occurred, and identifying the specific cause of the trip.
- 4.7.4.5 Protection operation indicators shall continue to indicate for a minimum of 12 hours after closing of the trip contacts, and shall be manually resettable without the need to re-energise the ring main unit on load.
- 4.7.4.6 Protective relays fitted with an HMI for fault indication shall have battery back-up to



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maintain indication and functionality while the ring main unit is de-energised or the circuit breaker open.

- 4.7.4.7 Protection relay back-up batteries shall be maintenance free, shall have a minimum service life of 10 years, shall be easily replaceable by the user, and shall be of a standard commercially available type. Proprietary battery types unique to the relay type or manufacturer shall not be acceptable.
- 4.7.4.8 The overcurrent pick-up setting range for relays utilising current transformers shall be selectable from 20% to a minimum of 100% of the nominal relay rating in steps of not greater than 10%.
- 4.7.4.9 The overcurrent pick-up setting range for relays utilising current sensors shall be selectable from 10 A to 200 A (primary) in steps of not greater than 10 A. The full selection shall preferably be available in a single range, but failing that, in a maximum of two separate ranges which are either hard-wired or selectable on the relay's fascia.
- 4.7.4.10 The earth fault pick-up setting range for relays utilising current transformers shall be selectable from 10% to a minimum of 100% of the nominal relay rating in steps of not greater than 5%.
- 4.7.4.11 The earth fault pick-up setting range for relays utilising current sensors shall be selectable from 5 A to a minimum of 100 A (primary) in steps of not greater than 10 A. The full selection shall preferably be available in a single range, but failing that, in a maximum of two separate ranges which are either hard-wired or selectable on the relay's fascia.
- 4.7.4.12 The protection relay IDMTL overcurrent and earth fault characteristics shall have a minimum operating time setting of 0,1 s or better and steps of 0,1 s or better (at 10x relay setting on the normal inverse characteristic).
- 4.7.4.13 The protection relay Definite Time overcurrent and earth fault characteristics shall have time delay settings selectable from instantaneous to at least 1 s in steps of 0,1 s or better.
- 4.7.5 Protection Relay (Alternative)
- 4.7.5.1 Tenderers shall provide a price where detailed in the Pricing Schedule for an alternative protection relay as specified below.
- 4.7.5.2 The tender price for the alternative protection relay shall be based upon the relay being factory fitted in place of the standard protection relay provided for in the tender price for each item, and as such shall reflect the price differential between the standard protection relay (supplied and installed, complete) and the alternative protection relay (supplied and installed, complete).
- 4.7.5.3 The alternative protection relay shall be self powered and shall be specified as detailed for the standard protection relay above, with the following exceptions:



BERGRIVIER MUNICIPALITY

- 4.7.5.3.1 The relay shall be fitted with a battery powered HMI.
- 4.7.5.3.2 The HMI shall provide a digital display with a detailed event recording and fault history buffer. This shall record a minimum of two fault events or disturbances.
- 4.7.5.3.3 The relay shall provide load current indication per phase.
- 4.7.5.3.4 The relay shall provide separate protection operation indication for each phase and for earth faults.
- 4.7.5.3.5 The relay shall be housed within the standard fascia of the ring main units or compact switchgear and shall not require a separate relay compartment
- 4.7.6 Protection Current Transformers / Sensors
- 4.7.6.1 Current transformers shall comply with the requirements of SANS 60044-1.
- 4.7.6.2 Current transformers shall preferably be of ratio 200/1 A and of class 10P10 with a rated burden of 2,5 VA. This notwithstanding, CTs shall be of design and rating suitable for the protective relay offered and appropriate for the circuit breaker module rating.
- 4.7.6.3 Full details of the protection relay and current transformers or current sensors shall be provided with the tender.
- 4.7.7 Protection Wiring and Testing Facilities
- 4.7.7.1 All wiring to the protection relay (eg. From CTs) shall be terminated onto a terminal block situated in the circuit breaker module of the ring main unit.
- 4.7.7.2 The terminal block shall be easily accessible from the front of the ring main unit, without the need to operate the ring main unit in order to gain access.
- 4.7.7.3 The protection relay shall be provided with a dry (potential-free) trip output contact for relay testing purposes which shall be wired to the terminal block.
- 4.8 **Metering Modules**
- 4.8.1 General
- 4.8.1.1 The metering module shall comprise an air insulated metering cubicle fitted with busbars, busbar extension bushings, metering current transformers, metering voltage transformers, fuses and LV equipment as specified, and designed for assembly into an MV compact switchgear switchboard.
- 4.8.1.2 The metering module shall be rated as specified for the compact extensible switchgear modules.
- 4.8.1.3 The metering module shall have an internal arc classification as specified for the compact switchgear for indoor installation.



BERGRIVIER MUNICIPALITY

- 4.8.1.4 The metering module shall be fitted with an LV compartment equipped with such terminal blocks, test blocks, LV fuses and links, phase indicators and other fittings as are required.
- 4.8.1.5 The metering module shall be fitted with suitable facilities for termination of multi-core cabling for connection to a remote metering cubicle, either directly into the LV compartment or into an approved multi-core cable termination box. Cable access to the LV compartment or termination box shall be from the main cable trench via a suitable multi-core wire-way and gland-plate separate from the MV compartment, to approval, or shall be via a glanded termination from above.
- 4.8.1.6 The metering module metering compartment door shall be fitted with approved interlocks to prevent the opening of the door while the compartment is live.
- 4.8.1.7 The metering compartment shall be designed to facilitate the easy removal and replacement of one or more of the CT's or VTs without the need to remove adjacent CTs or VTs. The replacement of a CT or VT shall not require adjacent chambers of the same panel to be disturbed.
- 4.8.2 Meters
- 4.8.2.1 Meters will be provided and mounted in separate remote cubicle by others.
- 4.8.3 Metering Current Transformers
- 4.8.3.1 The metering module shall be fitted with dual ratio metering current transformers for each phase.
- 4.8.3.2 The CTs shall comply with the requirements of SANS 60044-1.
- 4.8.3.3 The CTs shall be dual ratio 100/50/5 A.
- 4.8.3.4 The CTs shall be rated for a burden of 10 VA on each ratio.
- 4.8.3.5 The CT accuracy class on each ratio shall be Class 0,5.
- 4.8.3.6 The CTs shall have a rated short-time thermal current (I_{th}) equal to the rated short time withstand rms current for the assembled metering unit.
- 4.8.3.7 The CT star point shall be earthed via a solid link situated in the LV compartment of the metering unit.
- 4.8.3.8 The CT secondary terminals shall be wired to an approved test block with integral shorting facilities in the LV compartment which shall be easily accessible for the purpose of setting the CT ratios to full or half.
- 4.8.4 Metering Voltage Transformers



BERGRIVIER MUNICIPALITY

- 4.8.4.1 Voltage transformers shall comply with the requirements of SANS 60044-2.
- 4.8.4.2 The voltage transformers shall be three phase unearthed voltage transformers (UVTs) with the primary star point fully insulated, or shall be single phase VTs.
- 4.8.4.3 The VTs shall have a standard ratio of 11 000/110 V (3 phase UVTs) or $11000/\sqrt{3} / 110/\sqrt{3}$ (single phase EVT).
- 4.8.4.4 The VTs shall be rated for a burden of 25 VA per phase.
- 4.8.4.5 The VTs shall be of Class 0.5, but shall have this accuracy maintained over an extended range from 0% to 100% of rated burden.
- 4.8.4.6 The VTs shall be discharge free and shall have a minimum voltage factor of 1,2 continuous and 1,9 for 30 s.
- 4.8.4.7 The VTs shall have a short circuit withstand capability in accordance with SANS 60044-2.
- 4.8.4.8 Particular attention shall be given to ensuring that saturation or undamped ferro-resonant oscillations do not occur during all foreseeable system conditions, and where required to fulfil this requirement tertiary (or residual) windings shall be provided and connected as an open delta winding with suitable protective circuitry. Such circuitry shall also make provision for VT earth fault conditions.
- 4.8.4.9 The VTs shall be fitted with fuses on both the HV and LV sides.
- 4.8.4.10 The fuses on the MV side shall be fitted on each phase and shall be easily accessible when the metering compartment door is open.
- 4.8.4.11 The red and blue phases of the VTs shall be fitted with fuses on the LV side. The white phase of the VT shall be fitted with a solid link on the LV side and shall be earthed on the VT side of the solid link, for the default 3-ph 3-w system configuration.
- 4.8.4.12 The LV fuses, solid link, earth connection and LV star point termination shall be situated in the LV compartment of the metering module. The LV star point connection shall not be earthed.
- 4.8.4.13 The secondary circuits of the voltage transformers shall be brought out to an approved test block without integral shorting facilities.
- 4.8.4.14 The voltage transformer secondary circuits shall be complete with one end terminated to the star point.
- 4.8.4.15 In the event that the voltage transformers offered have an output greater than that specified, they shall have an accuracy class at least equal to that specified over the full output range.
- 4.8.4.16 Voltage transformers shall be guaranteed for a period of no less than 1 year.



BERGRIVIER MUNICIPALITY

4.8.5 Low Voltage Compartment

4.8.5.1 The metering unit shall be fitted with a low voltage compartment equipped with such terminal blocks, test blocks, LV fuses and links, phase indicators and other fittings as are required.

4.8.5.2 The LV compartment shall be fitted with a hinged door which shall be provided with an approved locking mechanism with padlock facilities (shackle diameter 10 mm).

4.8.5.3 The door shall be earthed to the LV compartment wall adjacent to the hinge by means of an approved earth strap, and shall be fitted with a separate mechanism to prevent the over swing of the door when opening and to secure the door in an open position.

4.8.5.4 Where LV multi-core cabling will be terminated directly into the LV compartment the LV compartment shall be fitted with an undrilled gland plate suitable for terminating a PVC insulated, armoured, 12 core 2,5 mm², multicore cable.

4.8.5.5 Terminal blocks and test blocks fitted in the LV compartment shall be of the Crompton Parkinson type, or equivalent to the Engineers approval.

4.8.5.6 The LV compartment shall be fitted with neon indication lamps for VT Live indication.

4.8.5.7 The secondary wiring layout within the LV compartment shall be suitable for both a 3-ph 3-w system and a 3-ph 4-w system configuration, in accordance with Drawing No SK 5178 Sheet 3 (Attached). The default configuration shall be for a 3-ph 3-w system.

4.8.5.8 All secondary wiring shall be colour-coded and shall be brought out, via fuses where applicable, to the metering test block situated in the LV compartment of the metering unit.

4.8.5.9 All CT and VT secondary side earth connections shall be made within the LV compartment as detailed on drawing SK 5178 Sheet 3, and not within the metering compartment.

4.8.5.10 All secondary wiring shall be of 2,5 mm² PVC copper wire.

4.8.5.11 The LV compartment shall be provided with an MV and LV wiring and connection schematic diagram which shall be affixed to the inside of the compartment door.

4.9 **Busbars**

4.9.1 General

4.9.1.1 The busbars for ring main units shall be entirely incorporated within the gas-insulated switch compartment, and shall be non-extensible.

4.9.1.2 The busbars for single and dual module compact switchgear shall be extensible at both sides of the module.



BERGRIVIER MUNICIPALITY

- 4.9.1.3 Busbar extension shall be achieved through the use of busbar coupler inserts, or through the use of external busbars.
- 4.9.1.4 Busbar connections, whether by busbar couplers or external busbars, shall be fully sealed to preclude ingress of moisture and shall be maintenance free for the service life of the switchgear.
- 4.9.1.5 Full design and installation details for the busbar connections shall be provided with the tender documentation.
- 4.9.2 Busbar Couplers
- 4.9.2.1 Busbar couplers shall be fully insulated, screened and stress controlled.
- 4.9.2.2 Busbar couplers shall be designed and tested to provide a tight dielectric seal and to fully preclude the possibility of air voids and partial discharges once assembled.
- 4.9.2.3 The busbar coupler design shall provide for variations in distance and alignment between adjacent panels, and shall be suitable for user installation.
- 4.9.3 Busbar Blanking Plugs
- 4.9.3.1 Busbar blanking plugs and metal blanking cover plates shall be provided for sealing busbars at the switchboard end.
- 4.9.3.2 Busbar blanking plugs shall be fully insulated and stress controlled.
- 4.9.3.3 Busbar blanking plugs shall be designed and tested to provide a tight dielectric seal and to fully preclude the possibility of air voids and partial discharges once assembled.
- 4.9.3.4 Busbar blanking plugs shall preclude ingress of moisture and shall be maintenance free for the service life of the switchgear.
- 4.9.4 External Busbars
- 4.9.4.1 External busbars shall be fully insulated, screened and stress controlled.
- 4.9.4.2 Bushings on compact switchgear for connection to external busbars shall be Type C bushings complying fully with the requirements for MV cable bushings specified below.
- 4.9.4.3 External busbars shall be provided with provided with blanking plugs for sealing the busbars at the switchboard end. Such blanking plugs shall be firmly and securely fitted in place and shall comply with the specific requirements stated in section 4.8.3 above.
- 4.9.4.4 The compact switchgear shall be provided with protective covers to shroud the external busbars on all sides.



BERGRIVIER MUNICIPALITY

4.10 Cable Termination Enclosures, Terminations and Bushings

4.10.1 Cable Termination Enclosures and Terminations

4.10.1.1 The ring main units shall be fitted with air filled cable termination enclosures complying with NRS 012.

4.10.1.2 The cable termination enclosures shall be suitable for termination of three core impregnated paper insulated 11 kV cables of up to 120 mm² with dry type cable terminations complying with NRS 053 (95 kV BIL). All 12 kV cables will be provided, installed and terminated by others.

4.10.1.3 The cable termination enclosures shall be suitable for Type 2 shrouded and Type 3 unscreened separable connector terminations in accordance with NRS 012.

4.10.1.4 The height of the cable termination enclosures for switch disconnecter and switch-fuse combination tee-off modules shall be a minimum of 650 mm, measured from the centre line of the cable bushings to the gland plate or cable support clamp, in accordance with NRS 012.

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

4.10.1.6 Where ring core current transformers are required for the circuit breaker tee-off modules, the height of the cable termination enclosures shall be a minimum of 800 mm, measured from the centre line of the cable bushings to the gland plate or cable support clamp, in accordance with NRS 012.

4.10.1.7 Where a pedestal or raising base is required in order to achieve the dimensions indicated in 4.10.1.4 & 5 above, this pedestal or raising base shall comply fully with the requirements of this specification.

4.10.1.8 Any ring core current transformers required for the circuit breaker tee-off modules shall be fitted within the enclosure in such a way that they can be easily removed while the cable termination is in progress and easily re-fitted when the cable termination is being mounted in place within the enclosure.

4.10.1.9 The current transformers shall be mounted such that they are positioned over the screened portion of the three core 11 kV PILC cable termination, but provide sufficient clearance for core crossings below the current transformers.

4.10.1.10 The cable termination enclosures shall be fitted with internal arc rated removable covers in accordance with the internal arc classification of the ring main unit.

4.10.1.11 Any breathing and/or drain vents in the cable termination enclosures necessary to prevent condensation or facilitate draining shall be suitably vermin proofed.



BERGRIVIER MUNICIPALITY

- 4.10.2 Cable Clamping and Gland Plate
- 4.10.2.1 Each cable termination enclosure shall be provided with a cable support clamp suitable for clamping of 35 mm² - 120 mm² PILC DSTA cable, and complying with the requirements of NRS 012.
- 4.10.2.2 The cable clamp shall be positioned in the cable termination enclosure or in the pedestal or raising base, as required in order to comply with the specified height, and shall be so designed that the cable is firmly secured but that no stress due to bending is placed on the cable when terminated. Any other arrangements for securing of the cables shall be subject to the Engineer's approval.
- 4.10.2.3 The cable termination enclosure or the pedestal or raising base (where present) on ring main units and compact switchgear for indoor installation shall be provided with a steel gland plate in accordance with the requirements of SANS 1874 which shall be designed and tested to withstand the pressure rise associated with an internal arc fault and to cause the arc energy to be directed through the pressure relief facilities provided. Such gland plate shall prevent the purging of overpressure and arc flash associated with an arcing fault into the cable trench.
- 4.10.2.4 The gland plate shall be suitable for assembly around the cable after making-off of the cable termination and shall not require disassembly or removal of the front side of the cable termination compartment or raising base. The gland plate shall be provided with a rubber grommet to ensure a tight seal between the gland plate and cable.
- 4.10.2.5 Alternative gland plate and cable seal designs shall be to the Engineer's approval.
- 4.10.3 Cable Bushings
- 4.10.3.1 Cable bushings on all modules shall be Type C bushings complying with EN 50181.
- 4.10.3.2 The bushings shall have an M16 x 2 thread and be suitable for the use of unscreened separable connectors. The USC in use at the time of preparation of this specification was the Raychem RICS 5123.
- 4.10.3.3 The bushings shall be fitted with M12 stainless steel reducing stems and M12 nut, washer and spring washers.
- 4.10.3.4 The bushings shall be manufactured and tested in accordance with SANS 60137. In addition to the voltage test specified in SANS 60137 the bushings shall be partial discharge tested in accordance with the requirements of SANS 60270. The magnitude of the discharge shall not be greater than 5 pC.
- 4.10.3.5 The surface of the bushings shall be smooth and free from blemishes and patches or fillings.
- 4.10.3.6 The bushings shall be made from insulating material to the approval of the Engineer. Dough moulded compound cable bushings are not acceptable.



BERGRIVIER MUNICIPALITY

- 4.11 Pedestal or Raising Base (for Indoor Ring Main Units and Compact Switchgear)**
- 4.11.1 Where a pedestal or raising base is required in order to achieve the specified cable box dimensions or to allow adequate bending radii for the MV cables on indoor ring main units and compact switchgear, this pedestal or raising base shall be supplied as a fully assembled part of the ring main unit.
- 4.11.2 The pedestal or raising base dimensions shall comply with the ring main unit or compact switchgear footprint dimensions.
- 4.11.3 The pedestal or raising base shall be rigid, robust and completely self-supporting.
- 4.11.4 The ring main unit and compact switchgear shall comply fully with the internal arc classification requirements of this specification with the pedestal or raising base fitted, and shall have been successfully type tested accordingly.
- 4.11.5 Provision shall be made for bolting of the pedestal or raising base to a concrete floor as necessary in order to provide for a safe installation and to comply with the ring main unit internal arc classification.
- 4.11.6 Flanges that are provided for the fitting of holding-down set screws shall be of a minimum of 5 mm thick steel or alternatively be reinforced to prevent bending during transportation, handling and installation.
- 4.12 Earth Fault Indication Equipment**
- 4.12.1 One set of approved earth fault indication equipment comprising a split core current transformer and a self powered control and indicating unit shall be provided with each ring main unit.
- 4.12.2 The control and indicating unit shall provide for manual resetting, with an automatic self resetting facility with selectable time delay.
- 4.12.3 The sensitivity of this equipment shall be such that a current imbalance less than 50 A but not less than 25 A will operate the relay.
- 4.12.4 Only equipment proven on 12 kV systems will be considered. Full details of the earth fault indication equipment offered are to be submitted with the tender.
- 4.12.5 The control and indicating unit shall be mounted on the ring main unit such that it is clearly visible and accessible to the operator from the operating side (i.e. front) of the ring main unit (with the enclosure doors open in the case of ring main units for outdoor installation).
- 4.12.6 The earth fault indicator current sensor shall be wired to and temporarily secured onto the cable support clamp fitted in the left hand side switch disconnecter cable termination enclosure (when viewed from the front of the ring main unit).
- 4.12.7 All wiring between the control and indicating unit and the current sensor shall be routed behind the front fascia of the ring main unit.



BERGRIVIER MUNICIPALITY

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

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

4.13 Phase Comparators

4.13.1 Phase comparators for electrical phasing-out on the VDS cable live indication system on switchgear supplied in accordance with this contract shall be Universal Phase Comparators complying fully with the requirements of SANS 61243-5.

4.13.2 Phase comparators shall provide clear and unambiguous indication of voltage-in-phase and voltage-out-of-phase via separate LED indicators (coloured green and red, respectively), and shall be fitted with push button operation, low battery indication and functionality self-test.

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

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

5 WEATHERPROOF KIOSK

5.1 General

5.1.1 Ring main units for outdoor installation shall be supplied assembled within an internal arc rated weatherproof kiosk complying with the requirements for enclosures detailed in SANS 62271-202, and **manufactured from 3CR12** corrosion resistant steel.

5.1.2 Notwithstanding the internal arc classification requirements, provision shall be made for the minimisation of the possibility of condensation by means of appropriate drainage and ventilation holes or other appropriate means. Any such ventilation facilities shall be positioned so as to comply with the specified Degree of Protection.

5.1.3 Any breathing and/or venting facilities in the kiosk shall be suitably vermin proofed.

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

5.1.5 The weatherproof kiosk material (i.e. 3CR12) shall be clearly identified by means of a



BERGRIVIER MUNICIPALITY

metal label affixed in a permanent fashion to the door adjacent to the steel documentation pocket.

5.2 Doors

5.2.1 The kiosk access doors shall be secured with a three point locking mechanism (Barker Nelson 25 Series or similar, to approval) suitable for padlocking with a padlock of 10 mm shackle diameter. Padlocks will be supplied by others.

5.2.2 In addition, the kiosk doors shall be fitted with a stainless steel Allen key bolt type locking system using a 10 mm Allen key bolt. The Allen key locking system shall obstruct the Barker Nelson locking mechanism from operating in the fully screwed in position. The Allen screw head shall be flush with the door when screwed in.

5.2.3 Doors hinges shall be manufactured from brass or stainless steel. Hinged doors shall exert uniform pressure at all points on the gasket when the door is closed to ensure proper closing and to prevent the penetration of water and vermin.

5.2.4 The kiosk doors shall be fitted with a latch facility to prevent the over swing of the doors when opening and to secure the door safely in an open position at a minimum of 90°.

5.2.5 A steel documentation pocket shall be provided on the inside of the kiosk door for the safekeeping of relevant documents. The means of securing the pocket (eg pop rivets) shall not protrude through the door.

5.3 Electrical Bonding

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

5.3.2 The main steel enclosure shall be electrically bonded to the ring main unit earth bar by means of copper bonding conductor (i.e. tinned copper braid or PVC-insulated stranded copper cable) of minimum cross-sectional area 70 mm².

5.4 Lifting and Mounting

5.4.1 Suitable lifting eyes designed to lift the kiosk with the ring main unit installed within shall be provided on the kiosk. The lifting eyes shall have a minimum diameter of 30 mm.

5.4.2 The kiosk and position of the ring main unit within the kiosk shall be suitable for mounting on concrete plinths. Detailed requirements and dimensions for the concrete plinth design shall be provided by the Tenderer with the Tender documentation.

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



5.5 Painting and Protection Against Corrosion

- 5.5.1 Painting and corrosion protection of interior and exterior surfaces of the weatherproof kiosk shall comply with the requirements of SANS 780. The following additional requirements are to be complied with for exterior surfaces.
- 5.5.2 3CR12 steel shall be abrasive blasted and then passivated prior to painting.
- 5.5.3 The 3CR12 components shall be painted with an approved and appropriate primer and with two coats of an approved polyurethane based heat fused epoxy powder coating of Colour C12 (Avocado) to SANS 1091 in accordance with the requirements of SANS 780.
- 5.5.4 Suitable steps shall have been taken to ensure a satisfactory bond between the protected surfaces and the paint to prevent peeling.
- 5.5.5 The thickness of the paint including the primer shall not be less than 50µm.
- 5.5.6 Alternative corrosion protection systems may be considered. Manufacturers shall submit their proposed corrosion protection specifications to the Engineer for approval.
- 5.5.7 All external nuts and bolts shall be manufactured from stainless steel. Care shall be taken to ensure that nuts and bolts are not over tightened such that the threads are damaged and the nuts and bolts cannot be loosened and/or retightened.

6 PACKING

- 6.1 The Contractor shall make his own arrangements for the delivery of the plant to the Employer's Electricity Stores or to site and shall provide all labour, plant and material necessary for the unloading.
- 6.2 The Contractor shall be responsible for the packing, loading, transport and off-loading of the plant from the place of manufacture, whether this is at his own works or those of any supplier, to the Employer's Electricity Stores.
- 6.3 The method of packing shall provide adequate protection to the equipment contained within and attached without, for transportation. The method of packing and precautions to be taken during transport shall be clearly marked on the appropriate drawings.
- 6.4 Where appropriate all parts shall be boxed in substantial crates or containers to facilitate handling in a safe and secure manner. Each crate or container shall be marked clearly on the outside of the case to show where the mass is bearing and the correct position for the slings. Each crate or container shall also be marked with the notation of the part or parts contained therein, contract number and port of destination, and shall become the property of the Employer after delivery.



BERGRIVIER MUNICIPALITY

- 6.5 Loose parts and accessories forming part of each ring main unit and compact switchgear panel or necessary for the assembly of such switchgear shall be dispatched and delivered with such switch panels. Payment will not be authorised per ring main unit or compact switchgear panel until all relevant loose parts and accessories have been delivered. Such loose parts shall be crated or packaged such that all parts and fasteners necessary for each assembly are contained in a single container. The container shall be marked with the container number and a complete bill of materials and components contained there-in, together with the relevant part numbers and reference to the drawing number detailing assembly of such parts. The packing list and drawings shall be despatched to the Engineer giving full and clear details of the contents of the case. Any special storage/handling requirements, shelf life limitations etc shall be clearly indicated.
- 6.6 Transit/storage bushing protection covers shall be fixed to the equipment to prevent damage to bushings.
- 6.7 Any damage due to defective or insufficient packing shall be made good by the Contractor at his own expense and within reasonable time when called upon by the Employer to do so. An electronic copy of the complete packing lists showing the number, size, marks, mass and contents of each package shall be provided to the Engineer immediately after the material is despatched.
- 6.8 The Contractor shall inform himself fully as to all relevant transport facilities and requirements and loading gauges and ensure that the equipment as packed for transport complies with the South African highway regulations and/or conforms to the limitations of the transport facilities of Transnet Ltd. The Contractor shall also be responsible for verifying the adequacy of any cranes required for off-loading at the port of entry, at the Council's Stores and Site.
- 6.9 The Contractor shall take reasonable steps to prevent damage to any highways or bridges by his traffic and shall select routes, choose and use vehicles and restrict and distribute loads so that the risk of damage shall be limited as far as is reasonably possible. The Contractor shall immediately report to the Engineer any claims made against him arising out of alleged damage to a highway or bridge.
- 6.10 Access to the Stores is by road only.
- 7 TRAINING**
- 7.1 Training shall be provided in Cape Town to enable the Employer's staff to install and maintain the equipment offered. The training shall take the form of separate sessions for hardware and maintenance training and for operator training.
- 7.2 The Hardware and Maintenance Training course for the switchgear shall include, but not be limited to, the following:
- 7.2.1 Theory of operation
- 7.2.2 Installation and commissioning



BERGRIVIER MUNICIPALITY

- 7.2.3 Preventative maintenance
- 7.2.4 Maintenance manual review
- 7.2.5 Interlocks and Safety Features
- 7.2.6 Testing, troubleshooting and configuration
- 7.2.7 Repairs
- 7.2.8 Practical Demonstration
- 7.3 The Operator training for the switchgear shall include, but not be limited to, the following:
 - 7.3.1 Theory of operation
 - 7.3.2 Detailed overview of Equipment
 - 7.3.3 Interlocks and Safety Features
 - 7.3.4 Practical Demonstration
- 7.4 The training details submitted with the Tender shall include a description of the contents and duration of each course and prerequisites, if any, required of course participants. The outlines shall be in sufficient detail to evaluate the course material.
- 7.5 Any special tools shall be identified and if not included shall be quoted for separately.
- 7.6 The principal instructors shall have proven prior experience in conducting the specified training. The instructors shall have a complete and thorough knowledge of the equipment and course materials.
- 7.7 Each course participant shall receive a copy of the training manuals and other pertinent materials with all changes and revisions to manuals and other documentation used during the training courses.
- 7.8 All training will be undertaken at Employer's premises.
- 7.9 Each course module shall be given to classes of nominal size of 15 individuals, although a maximum class size of 20 individuals should be accommodated if operation requirements dictate.
- 7.10 On completion of the training each candidate shall be provided with certification of attendance of the course, with copies of the certification being provided to the Employer.

8 DRAWINGS AND INFORMATION

8.1 Drawings

Tenderers shall submit with their tenders the following drawings:



BERGRIVIER MUNICIPALITY

- 8.1.1 Fully dimensioned drawings indicating the general arrangement of the ring main units, compact switchgear (complete with any necessary pedestals or raising bases) and weatherproof kiosks.
- 8.1.2 Fully dimensioned arrangement drawing for each ring main unit and compact switchgear configuration showing cable boxes, cable clamping, cable termination arrangements and clearances between bushings and from bushing centres to earth.
- 8.1.3 Section drawings of each ring main unit and compact switchgear type showing general details of construction and all principal components and dimensions, including internal arc overpressure relief provisions and energy paths for each main compartment.
- 8.1.4 Civil Engineering / Installation drawings for each ring main unit and compact switchgear type showing requirements for switchroom design and equipment positioning for indoor installation, and requirements for plinth design for outdoor installation.
- 8.1.5 Section drawings for busbar couplers and / or external busbars showing expanded view and installed view including provisions for voltage stress relief.
- 8.1.6 Full electrical schematic diagrams including details of electrical interlocks and protection schematics shall be submitted by the successful Tenderer for formal approval before manufacture of the equipment is commenced.

8.2 **Instruction Books**

Copies, in English, of operating and maintenance instructions covering each type of equipment provided shall be supplied by the Contractor before delivery, and these shall include full detailed drawings. A copy shall also be provided on CD ROM in Portable Document Format (pdf). These shall include a comprehensive spare parts catalogue.

9 **PARTICULARS**

- 9.1 Tenderers shall submit with their tenders full particulars of the equipment offered and shall complete the Schedules attached hereto.
- 9.2 No tender will be considered unless sufficient technical data, diagrams, drawings and relevant information are submitted to enable the characteristics and merits of the equipment offered to be ascertained, including the design provisions to ensure that the units are fully weatherproof.
- 9.3 All apparatus should comply with this Specification. Any departures from the requirements of this Specification or non-compliance shall be stated by the Tenderer clause-by-clause in the schedules and may be accepted at the Engineer's discretion. Undisclosed non-compliance with requirements of the Specification by the successful Tenderer shall result in the Tenderer being bound to the requirements of the Specification.



BERGRIVIER MUNICIPALITY

- 9.4 No departure shall be implemented without the prior approval of the Engineer.
- 9.5 The Contractor shall be responsible for any discrepancies, errors or omissions in the particulars and guarantees, whether or not such particulars and guarantees have been approved by the Engineer.
- 9.6 Tenderers shall also submit information regarding the manufacturing facilities that will be utilized for the construction of the tendered items and the location thereof, as well as full details of the location and capabilities of their service / repair facility situated closest to the City of Cape Town. Any changes shall be made with the written agreement of the Engineer and the Contractor shall ensure that the manufacturers and places of manufacture are acceptable to the Engineer.
- 9.7 Information should also be submitted detailing the quantity of similar ring main units and compact switchgear manufactured and supplied by the Tenderer and in service in South Africa, as well as the details of existing users of the equipment tendered.
- 9.8 All details given in this Specification and the drawings forming part of it have been carefully compiled but the onus is on the Tenderer to satisfy himself truly as to the accuracy thereof.

10 TESTS AND INSPECTIONS

10.1 Inspections

10.1.1 During manufacture and prior to despatch the ring main units, compact switchgear, pedestals or raising bases and weatherproof kiosks may be inspected by the Engineer or his duly appointed representative who will call for such tests as he may consider necessary. To this end, the Engineer or his representative shall, during normal working hours, be given all reasonable access and facilities for the carrying out of his duties and shall have the right of entry into the factory of the manufacturer and the factory of any sub-contractor to the manufacturer, where work in accordance with this specification may be in progress.

10.1.2 Before the despatch of any ring main unit or weatherproof kiosk from the factory of manufacture it shall have been inspected by the Engineer or his duly appointed representative and an Acceptance Certificate shall have been issued. The manufacturer shall notify the Engineer at least one week in advance of the proposed dates for final inspections, and units shall be fully completed prior to the day of the final inspection.

10.2 Type Tests

10.2.1 The equipment offered shall comprise the manufacturer's standard equipment, the reliability of which has been thoroughly proven in service. The ring main units, compact switchgear, protection relays and weatherproof kiosks shall have passed such type tests as are laid down in SANS 1874, SANS 62271-200, SANS 62271-202, SANS 60044-1, SANS 60044-2 and IEC 60255.



BERGRIVIER MUNICIPALITY

- 10.2.2 The Tenderer shall submit copies of the results of all type tests and certificates of rating covering the ring main units, compact switchgear, current transformers, voltage transformers and weatherproof kiosks included in his tender. These type tests shall have been carried out by an internationally recognised independent testing authority.
- 10.2.3 The tests shall be of ring main units and compact switchgear complete with any pedestals, raising bases, weatherproof kiosks or other equipment necessary to comply with the requirements of this specification.
- 10.2.4 Only identical units to those successfully type tested will be acceptable. Non-applicable type test certificates should not be submitted. Tenderers shall submit copies of complete detailed drawings of internal connections and facilities as type tested.
- 10.3 **Routine Tests**
- 10.3.1 Routine tests as specified in SANS 1874 and SANS 62271-200, SANS 60044-1, SANS 60044-2, IEC 60255 and other applicable standards shall be carried out on all ring main units, compact switchgear, protection relays, current transformers, voltage transformers and other equipment prior to dispatch, and shall be witnessed by the Engineer or his duly appointed representative unless specifically waived by the Engineer.
- 10.3.2 Such tests shall include routine partial discharge testing on MV bushings, current transformers and voltage transformers.
- 10.3.3 In addition to the requirements specified above, the following routine tests should be carried out by the manufacturer on the protection equipment before unit dispatch:
- 10.3.3.1 CT polarity, ratio and magnetisation curve tests.
- 10.3.3.2 OCEF Secondary injection testing of the relay at 1x (verify pick-up), 2x, 4x, 6x, 8x, 10x (verify definite setting) setting for OC and EF. Alternatively, these secondary injection tests can be replaced by primary OCEF injection tests at 1x, 2x, 4x, 6x, 8x, 10x setting for OC and EF, with the circuit breaker closed.
- 10.3.3.3 Verification that the OCEF relay trips the circuit breaker.



BERGRIVIER MUNICIPALITY

10.3.3.4 Protection relays are to be configured and tested in accordance with the generic settings below (or next closest achievable settings):

OC pickup ($I_{>}$)	125 A
OC IDMT curve	NI
OC time multiplier	0.1
OC definite setting ($I_{>>}$)	$10 \times I_{>}$ (or $9.5 \times I_{>}$ if $10 \times$ not possible)
OC definite time	100 ms (0.1 s)
EF pickup ($I_{o>}$)	37.5 A
EF IDMT curve	NI
EF time multiplier	0.1
EF definite setting ($I_{o>>}$)	$10 \times I_{o>}$ (or $9.5 \times I_{o>}$ if $10 \times$ not possible)
EF definite time	100 ms (0.1 s)

10.3.3.5 Copies of the test results are to be furnished with each panel.

10.3.4 Certificates giving the full results of all tests made on the equipment shall be submitted to the Engineer by the Contractor for approval prior to or at the time of delivery of the equipment. All routine test certification shall be dated and signed by the manufacturer's test engineer. Equipment will not be formally accepted until such time as full routine test certification has been submitted and approved.

11. PRICING SCHEDULE

Quantity	Item	Unit Price (inclusive of VAT)
1	12 kV CCVV Ring main unit with Kiosk	



BERGRIVIER MUNICIPALITY

15. SCHEDULE OF PLANT AND EQUIPMENT

The following are lists of major items of relevant equipment that I/we **presently** own or lease and will have available for this contract or will acquire or hire for this contract if my / our tender is accepted.

1. DETAILS OF MAJOR EQUIPMENT THAT IS OWNED BY AND IMMEDIATELY AVAILABLE FOR THIS CONTRACT.			
QUANTITY	DESCRIPTION	SIZE	CAPACITY

Attach additional pages if mores space is required.

2. DETAIL OF MAJOR EQUIPMENT THAT WILL BE HIRED, ORE ACQUIRED FOR THIS CONTRACT IF MY / OUR TENDER IS ACCEPTED.			
QUANTITY	DESCRIPTION,	SIZE	CAPACITY

Attach additional pages if mores space is required.

Number of sheets appended by the tenderer to this schedule (<i>If nil, enter NIL</i>)	
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BERGRIVIER MUNICIPALITY

16. SCHEDULE OF SUBCONTRACTORS

I/we the tenderer, notify the Bergrivier Municipality that it is our intention to employ the following Subcontractors for work in this contract:

SUBCONTRACTORS				
Category / Type	Subcontractor Name; Address; Contact Person; Tel. No.		Items of work (pay items) to be undertaken by the Subcontractor	Estimated cost of Work (Rand)
1.	Name of firm			
	Contact person			
	Tel No			
	Address			
2.	Name of firm			
	Contact person			
	Tel No			
	Address			
3.	Name of firm			
	Contact person			
	Tel No			
	Address			
4.	Name of firm			
	Contact person			
	Tel No			
	Address			
5.	Name of firm			
	Contact person			
	Tel No			
	Address			
Number of sheets appended by the tenderer to this schedule (<i>If nil, enter NIL</i>)				

Acceptance of this tender shall not be construed as approval of all or any of the listed subcontractors. Should any of the subcontractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a subcontractor not listed above being approved by the Engineer.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



BERGRIVIER MUNICIPALITY

17. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – CURRENT CONTRACTS

CURRENT CONTRACTS						
EMPLOYER (Name, Tel, Fax, Email)		Contact Person (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	DATE COMPLETED
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Attach additional pages if mores space is required.Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)						
SIGNATURE				NAME (PRINT)		
CAPACITY				DATE		
NAME OF FIRM						



BERGRIVIER MUNICIPALITY

18. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – COMPLETED CONTRACTS

The following is a statement of similar work successfully executed by myself / ourselves:

COMPLETED CONTRACTS						
EMPLOYER (Name, Tel, Fax, Email)		Contact Person (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	DATE COMPLETED
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				

Attach additional pages if more space is required.

Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)	
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BERGRIVIER MUNICIPALITY

19. FORM OF OFFER AND ACCEPTANCE

- NOTE:**
1. This form must be completed in duplicate by both the successful bidder (Part 1) and the purchaser (Part 2). Both forms must be signed in the original so that the successful bidder and the purchaser will be in possession of originally signed contracts for their respective records.
 2. NO correction fluid/tape may be used.
 - a. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
 3. The Bidder **MUST** indicate whether he/she/the entity is a registered VAT Vendor or not.
 - a. In the case of the Bidder not being a registered VAT Vendor, both columns (amount/rate excluding AND including VAT) must reflect the same amount.

	INDICATE WITH AN 'X'							
	YES				NO			
Are you/is the firm a registered VAT Vendor								
If "YES", please provide VAT number								

1. OFFER

- 1.1. The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works; **TENDER 8/3/11-2021 MN48/2021**
- 1.2. The tenderer, identified in the Offer signature block, has examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.
- 1.3. By the representative of the Tenderer, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the **Employer** under the contract, including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:	
In figures:	R
In words:	

- 1.4. This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the **Contractor** in the conditions of contract identified in the Contract Data.

Signature(s)			
Name(s)			
Capacity			
Name of tenderer:			
Name of witness:	<i>(Insert name and address of organization)</i>	Date	
Signature of witness:			



BERGRIVIER MUNICIPALITY

2. ACCEPTANCE

- 2.1. By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.
- 2.2. Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.
- 2.3. It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

Signature(s):		
Name(s):		
Capacity:		
For the Employer:	Bergrivier Municipality, Kerk Street, Piketberg, 7320	
Name of witness:		Date:
Signature of witness:		



BERGRIVIER MUNICIPALITY

20. PRICING SCHEDULE

- NOTE:**
1. Only firm prices will be accepted. Non-firm prices will not be considered.
 2. All delivery costs **MUST** be included in the bid price, for delivery at the prescribed destination.
 3. Document **MUST** be completed in non-erasable black ink.
 4. **NO** correction fluid/tape may be used.
 - a. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
 5. The Bidder **MUST** indicate whether he/she/the entity is a registered VAT Vendor or not.
 - a. In the case of the Bidder not being a registered VAT Vendor, both columns (amount/rate excluding AND including VAT) must reflect the same amount.

I / We _____

(full name of Bidder) the undersigned in my capacity as _____ of

the firm _____

hereby offer to BERGRIVIER Municipality to render the services as described, in accordance with the specification and conditions of contract to the entire satisfaction of the BERGRIVIER Municipality and subject to the conditions of tender, for the amounts indicated hereunder:

	INDICATE WITH AN 'X'							
Are you/is the firm a registered VAT Vendor	YES				NO			
If "YES", please provide VAT number								

Please note the following:

1. BERGRIVIER Municipality reserves the right to downward adjust the scope of work/ quantity required to stay within its budget.
2. Only firm prices will be accepted and non-firm prices will not be considered.



BERGRIVIER MUNICIPALITY

21. DECLARATION BY TENDERER

I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender document and that I / we accept the conditions in all respects.

I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of *my / our tender and that I / we elect *domicillium citandi et executandi* (physical address at which legal proceedings may be instituted) in the Republic at:

I / We accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving in me / us under this agreement as the principal liable for the due fulfillment of this contract.

I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender; that the price quoted cover all the work / items specified in the tender documents and that the price(s) cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.

I / We furthermore confirm that my / our offer remains binding upon me / us and open for acceptance by the Purchases / Employer during the validity period indicated and calculated from the closing date of the bid.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			
WITNESS 1		WITNESS 2	



BERGRIVIER MUNICIPALITY
SMME STATUS

98 No. 41970

GOVERNMENT GAZETTE, 12 OCTOBER 2018

SCHEDULE

The new National Small Enterprise Act thresholds for defining enterprise size classes by sector, using two proxies

Column 1	Column 2	Column 3	Column 4
Sectors or sub-sectors in accordance with the Standard Industrial Classification	Size or class of enterprise	Total full-time equivalent of paid employees	Total annual turnover
Agriculture	Medium	250	35.0 million
	Small	50	17.0 million
	Micro	10	7.0 million
Mining and Quarrying	Medium	250	210.0 million
	Small	50	50.0 million
	Micro	10	15.0 million
Manufacturing	Medium	250	170.0 million
	Small	50	50.0 million
	Micro	10	10.0 million
Electricity, Gas and Water	Medium	250	180.0 million
	Small	50	60.0 million
	Micro	10	10.0 million
Construction	Medium	250	170.0 million
	Small	50	75.0 million
	Micro	10	10.0 million
Retail, motor trade and repair services	Medium	250	80.0 million
	Small	50	25.0 million
	Micro	10	7.5 million
Wholesale	Medium	250	220.0 million
	Small	50	80.0 million
	Micro	10	20.0 million
Catering, Accommodation and other Trade	Medium	250	40.0 million
	Small	50	15.0 million
	Micro	10	5.0 million
Transport, Storage and Communications	Medium	250	140.0 million
	Small	50	45.0 million
	Micro	10	7.5 million
Finance and Business Services	Medium	250	85.0 million
	Small	50	35.0 million
	Micro	10	7.5 million
Community, Social and Personal Services	Medium	250	70.0 million
	Small	50	22.0 million
	Micro	10	5.0 million



Lindiwe D Zulu, MP
Minister of Small Business Development
 Date: 23/09/2018

Initial 