public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTHAFRICA

BID DOCUMENT

PROJECT DESCRIPTION: NELSPRUIT PRISON: OPERATION AND MAINTENANCE OF BOILERS FOR 24 MONTHS

BID NO:	**NST26/019**
Closing Date:	**15 December 2026**
Closing Time:	**11H00**
Bid Briefing Meeting Date:	**10 December 2026**
Bid Briefing Meeting time:	**11h00**

Tenderers CSD No: .....

Name of the Tenderer: .....

Bid Box Address
Department of Public Works & Infrastructure
Nedbank Building
30 Brown Streett
Nelspruit
1200

SCM SPECIFIC ENQUIRIES:	**TECHNICAL / PROJECT SPECIFIC ENQUIRIES**
Enquires: **Ayanda Mkhonza**	Enquires: **Ndyebo Sihiya**
Tel No: **n/a** during office hours	Tel No: **013 753 6367** during office hours
Cell No: **n/a**	Cell No: **082 053 7142**
Email Address: ayanda.mkonza@dpw.gov.za	Email Address: Ndyebo.sihiya@dpw.gov.za

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SUMMARY OF BID INFORMATION

Bid Number	**NST26/019**	
Bid/ Project Description	**NELSPRUIT PRISON: OPERATION AND MAINTENANCE OF BOILERS FOR 24 MONTHS**	
Bid Closing date & Time	**Tuesday, 15 December 2026**	**Closing Time: 11H00**
Bid Briefing Date & Time (If applicable)	*Date of Bid Briefing (if any)* **10 December 2026**	*Time of Bid Briefing (if any)* **11h00**
Venue	**BARBERTON MAXIMUM PRISON:**	
SCM SPECIFIC ENQUIRIES:	**Ayanda Mkhonza**	ayanda.mkonza@dpw.gov.za
	013 753 6318	**N/A**
TECHNICAL / PROJECT SPECIFIC ENQUIRIES	**Ndyebo Sihiya**	Ndyebo.sihiya@dpw.gov.za
	013 753 6367	**082 053 7142**
Bid Validity Period	**84 calendar days**	
Bid Document Price	**R 300.00**	
Procurement Plan Reference Number	**If applicable**	

PA-04 (EC): NOTICE AND INVITATION TO TENDER

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

Project title:	**NELSPRUIT PRISON: OPERATION AND MAINTENANCE OF BOILERS FOR 24 MONTHS**		
Bid no:	**NST26/019**	**Procurement Plan Reference no:**	**If applicable**
Advertising date:	**Wednesday, 25 November 2026**	**Closing date:**	**Tuesday, 15 December 2026**
Closing time:	**11H00**	**Validity period:**	**84 calendar days**

1. REQUIRED CIDB GRADING

It is estimated that tenderers should have a CIDB contractor grading designation of ***5 ME*** *or* ***select tender value range select class of construction works**** or higher.

** Delete "or select tender value range select class of construction works" where only one class of construction works is applicable*

It is estimated that potentially emerging enterprises should have a CIDB contractor grading designation of ***select tender value range select class of construction works* PE** *or* ***select tender value range select class of construction works* PE*** or higher.

** Delete "or select tender value range select class of construction works PE" where only one class of construction works is applicable*

2. FUNCTIONALITY CRITERIA APPLICABLE

2.1 The Bid will be evaluated on Functionality and the following Functionality evaluation criteria will apply and failure to meet minimum functionality score will result in the tenderer being disqualified. From further evaluation:

Functionality criteria[1]:	**Weighting factor:**

[1]The points allocated to each functionality criterion should not be generic but should be determined separately for each tender on a case by case basis.

1.	**HUMAN RESOURCE/WORKFORCE** **1. The bidder must submit certified copy(s) of trade test certificate(s), certified ID and CV of the employee. Either Millwright only or Electrician PLUS Fitter & Turner.** **NB: Certification stamp should not be older than six months from the date of closure** **2. The experience of the employee will be counted from the date of issue of the trade test certificate and in consideration of the experience reflected on the CV** **3. To score a point, the employee warrants that they are citizen of the Republic of South African. This is a result that the project is loacted on a National Key Point site.** **Milwright or Electrician plus Fitter and Turner with minimum of 05yrs experience=5** **Milwright or Electrician plus Fitter and Turner with minimum of 04yrs experience=4** **Milwright or Electrician plus Fitter and Turner with minimum of 03yrs experience=3** **Milwright or Electrician plus Fitter and Turner with minimum of 02yrs experience=2** **Milwright or Electrician plus Fitter and Turner with minimum of 01yr experience=1** **None of the above =0**	**25**
2.	**EXPERIENCE** **1. The bidder must submit proof of experience/reference letter(s) of current and previous projects done. Bidder must attach copy of appointment letter/order and completion certificates/job cards of the related/similar projects in steam generation related projects.** **2. The proof of experience or reference letter(s) must be signed and stamped by the client or signed and be on the letterhead of the client.** **3. All the appointment letters/orders or completion certificates/job cards should have a tfraceable contact details for the purpose if aunthentication the work done** **4. NB: In case of subcontracted projects, the bidder must provide a copy of appointment letter for the main contractor.** **5. Pojects and above, similar/related to steam generator=5** **4. Pojects and above, similar/related to steam generator=4** **3. Pojects and above, similar/related to steam generator=3** **2. Pojects and above, similar/related to steam generator=2** **1. Pojects and above, similar/related to steam generator=1** **0 Projects= 0**	**30**

3.	**FINANCIAL CREDEBILITY:** **The bidder must submit a stamped bank rating letter on a letter head from the accredited bank institude to justify credit risk. The bank rating letter should be in the company's name.** **In an instance where the bank rating letter is not stamped, the bidder must attach the communication letter or email from the bank which confirms that the bank does not insert a stamp in the bank rating letter. The communication letter lor email should have a letter head/logo from the bank.** **In circumstance where the bank has issued two different rating for one company e.g. C+G, the BEC will score the lowest which is G.** **NB: The bank rating letter should not be older than 6 months from the date of closure of the tender, furthermore the letter or email which confirms that the bank does not issue stamped bank rating letter should be within the six months period from the date of clousure of the tender** **Bank Rating A=5** **Bank Rating B=4** **Bank Rating C=3** **Bank Rating D=2** **Bank Rating E= and above or proof of bank without rating=1** **none of the above=0**	**30**
4.	**EQUIPMENT/VEHICLE** **1. Contractor to submit certified copy of proof of vehicle owned by the company or lease agreement** **2. Proof of ownership of the vehicle should be in Company name or one of the Director/s of the company.** **3. In case the bidder has attached a lease agreement, the agreement should be signed by both parties which is the owner of the vehicle and director of the company. NB certifiifcation stamp should not be older than six months** **VEHICLE OWNED BY THE COMPANY** **2 or more LDV owned by the company= 5 points** **1 LDV owned by the company- 4 points** **non Submission of the above=0**	**15**
5.		
6.		
7.		
8.		
TOTAL		100

(Weights for functionality must add up to 100. Weightings will be multiplied by the scores allocated during the evaluation process to arrive at the total functionality points)

Minimum functionality score to qualify for further evaluation:	**65**

(Total minimum qualifying score for functionality is 50 Percent, any deviation below or above the 50 Percent, provide motivation below)

3. EVALUATION METHOD FOR RESPONSIVE BIDS

3.1. **The following Evaluation Method for responsive bids will be applicable:**

☐ Method 1 (Financial offer)	☒ Method 2 (Financial and Preference offer)

3.2. **The 80/20 Preference points scoring system will be applicable for this bid**

4. RESPONSIVENESS CRITERIA

4.1 **Indicate substantive responsiveness criteria applicable for this tender. Failure to comply with the criteria stated hereunder shall result in the tender offer being disqualified from further consideration:**

1.	☒	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2.	☒	Tender offer must be properly received on the tender closing date and time specified on the invitation, completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3.	☒	Use of correction fluid is prohibited. Corrections to be crossed out and initialled.
4.	☒	Submission of a signed bid offer as per the DPW-07 (EC).
5.	☐	Submission of DPW-09 (EC): Particulars of Tenderer's Projects.
6.	☒	Bidders must comply with DPW-21 (EC): Record of Addenda to tender documents, if any.
7.	☒	The tenderer shall submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender.
8.	☒	There will be a compulsory bid briefing meeting and all potential bidders must attend.
9.	☐	The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender.
10.	☐	Submission of registration letter as an electrical contractor for bidder issued by the Department of Labour (DOL), permitting to issue a Certificate of compliance (COC's)
11.	☐	Bidders will be evaluated as per special conditions of bid (SCB-1)
12.	☒	***1. Bidder to submit certified copies of boiler operators x03. The certificate should be accompanied by certified ID copy. The certification should not be older than six months from date of closure*** ***2.Bidder to submit certified copies of boiler Supervision x01. The certificate should be accompanied by certified ID copy..The certification should not be older than six months from date of closure***
13.	☒	***1.Bidder must submit certified copies of trade test certificate, either 1x Milwright or Electrician plius Fitter & Turner. The certificate should be accompanied by certified ID copy. NB:The certification should not be older than six months from date of closure***

14.	☒	***Offer's from the following bidders' will be eligible to have their submission evaluated:*** ***A) Only bidders' who are registered with the Construction Industry Development Board (CIDB) or*** ***B) Bidders who are capable to being so registred with the CIDB within twenty-one (21) working days from the closing date for submission of tenders, in the specified contractor designation class of works and or specified contractor grading (or higher). Capable bidders are those bidders who submitted proof with their bids that they applied to CIDB, on or before the closing date: on either of the following:*** ***1. Correction of their overall non-compliance status or*** ***2. Upgrade of their specified contractor CIDB grading or*** ***3. Registration in a specified contractor designation***

3.3. **Indicate administrative requirements applicable for this tender. Tenderers may be required to submit the below documents where applicable.**

The Employer reserves the right to request further information regarding the undermentioned criteria. Failing to submit further clarification and/or documentation within seven (7) calendar days from request or as specifically indicated, will disqualify the tender offer from further consideration.

1.	☒	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's.
2.	☒	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3.	☒	Submission of (PA-11): Bidder's disclosure
4.	☒	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD).
5.	☒	All parts of tender documents submitted must be fully completed in ink and signed where required.
6.	☒	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
7.	☒	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
8.	☒	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement
9.	☒	Bidders will be evaluated as per special conditions of bid (SCB-1)
10.	☒	Submission of DPW-09 (EC): Paticular of Tenderer's Projects: Bidders may use 'own form' - the details of all the tenderers current and previous projects must however be similar to the DPW-09 (EC) forms details. Bidders are required to sign and date the DPW09 / 'own form' and cross-reference the documents if 'own form' is used.
11.	☒	Submision of DPW-21 (EC): Record of addenda to tender documents: Bidder maybe requested to confirm receipt and or compliance with the "Record of Addenda" if the record of Addenda" was not submitted with the bid at the closing date.

12.	☒	**•The Department will not award more than one project to the one service provider out of all the 5 sites i.e. Barberton, Middelburg, Witbank, Ermelo and Nelspruit. The conditions are as follows:** **i) Should it happen that one service provider becomes the highest scoring bidder in two or more areas, prior the award, the Department will in writing contact the supplier to choose his/her preferred site or area of work.** **ii) In a rare instance where one service provider is the highest scoring bidder in two sites, and the BEC discover that in one of the two sites same service provider is the only winning or qualifying bidder for award. The Department will automatically issue the appointment letter on the site where the service provider is the only qualifying bidder for the sake of job creation.** **NB: The special condition for not awarding more than two projects per supplier is done in the interest of spreading work and or job creation to different service providers. However, in cases where there's a shortfall of qualifying bidders in other areas, the tender will not be nullified because of the special condition, but the qualifying bidder who scored the highest points will be awarded more than one project regardless.**
13.	☒	**•Should the evaluation committee come across the same boiler operator certificate that appears in more than one site that has been advertised i.e. Ermelo, Barberton, Middelburg, Witbank or Nelspruit. Prior recommending for award, the BEC will do the following:** **i. Contact the highest scoring bidders who are affected, request them to submit of one extra boiler operator certificate. The BEC will accept the certificate from either of the two affected highest scoring bidders who submits the certificate.** **ii. The purpose of applying this criterion is as a result that this type of service requires someone to be physically on side 24hrs, not as in when he/she is required, therefore each side should have and individual boiler operator working on site for compliance and accountability purpose.** **iii. NB: Failure to submit the required certificate, the BEC will disqualify the affected bidders respectively.**
14.	☐	**Specify other responsiveness criteria**

3.4. **Indicate administrative requirements applicable for specific goals, Tenderers will not be required to submit the below document if not provided in the original tender proposals, Failure to comply with the criteria stated hereunder <u>shall</u> result in the tenderer not allocated points for specific goals.**

1	☒	Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
2	☒	A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Certificate issued by a SANAS accredited service provider

5. METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS

5.1. For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed below are applicable.

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE or any entity which is at least 51% owned by black people **(Mandatory).**	10	• SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.
2.	**Located** in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area **(Mandatory).**	2	• Official Municipal Rates Statement which is in the name of the bidder. Or • Any Account or statement which is in the name of the Bidder. Or • Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or • Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women **(Mandatory).**	4	• SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability **(Mandatory).**	2	• SANAS Accredited BBBEE Certificate or sworn affidavit where applicable. and • Medical Certificate indicating that the disability is permanent or • South African Social Security Agency (SASSA) registration indicating that the disability is permanent Or • National Council for Persons with Physical Disability in South Africa registration (NCPPDSA)
5.	An EME or QSE or any entity which is at least 51% owned by black youth **(Mandatory).**	2	• ID Copy and SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.

6. BID EVALUATION METHOD

This bid will be evaluated according to the preferential procurement model in the PPPFA and the 80/20 preference point scoring system will be applicable

7. ELIGIBILITY IN RESPECT OF RISK TO THE EMPLOYER:

Standard risk management assessment criteria in respect of tenders received for routine projects in the engineering and construction works environments:

Tender offers will be evaluated by an Evaluation Committee based on the technical and commercial risk criteria listed hereunder. Each criterion carries the same weight / importance and will be evaluated individually based on reports presented to the Bid Evaluation Committee by the Professional Team appointed on the project. A tender offer will be declared non-responsive and removed from any further evaluation if any one criterion is found to present an unacceptable risk to the Employer.

In order for the evaluation reports to be prepared by the Professional Team, the Tenderer is obliged to provide comprehensive information on form DPW-09 (EC). Failure to complete the said form will cause the tender to be declared non-responsive and removed from any further consideration. The Employer reserves the right to request additional information over and above that which is provided by the Tenderer on said form. The information must be provided by the Tenderer within the stipulated time as determined by the Bid Evaluation Committee, failing which the tender offer will *mutatis mutandis* be declared non-responsive.

7.1 Technical risks:

Criterion 1: Experience on comparable projects during the past 5 to 10 years.
The tendering Service Provider's experience on comparable projects during the past 5 to 10 years. The number of current and previous comparable projects performed by the Tenderer as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer will be *mutatis mutandis* declared non-responsive. Aspects to be regarded as "comparable" includes (but may be extended according to circumstances): size of projects (measured against monetary value or other project quantifying parameters), nature of projects (building, engineering, high/low rise, etc.), locality/area of execution (site-specific influences, knowledge of local conditions, etc.), complexity of project, projects for similar client department irrespective of end purpose of buildings/facilities created or in progress of being created and time scales of projects (normal, fast track, etc.) and stage of its/their development.

Criterion 2: Contractual commitment and quality of performance on comparable projects during the past 5 years.

Adherence to contractual commitments and quality of performance of comparable current and previous projects performed by the Tenderer during the past 5 years as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer be *mutatis mutandis* declared non-responsive.

Aspects to be considered include, but are not limited to the following:

1. The level of progress on current projects in relation to the project programme or, if such is not available/applicable, to the contractual construction period in general;
2. The degree to which previous projects have been completed within the contractual completion periods and/or extensions thereto, and the extend of penalties imposed;
3. Project performance: time management & programming of works, timeous ordering of materials and appointment of subcontractors;
4. Financial management: payment to suppliers and cash flow problems;
5. Quality of workmanship: extent of reworks and timeous attention to remedial works;
6. Personnel resources: suitably qualified and experienced, turnover in site staff and labour force, specifically site manager and foreman;
7. Personnel management: extent of labour disputes and ability to resolving labour disputes amicably;
8. Sub-contractors: extent of turnover in subcontractors, general liaison and payment problems experienced;
9. Contract administration: contractual aspects such as complying to laws and regulations, insurances, security, submission of required documentation timeously, reaction to written contract instructions, appointments of subcontractors, etc. as can generally be expected in standard/normal conditions of contract.
10. Health & Safety: adherence to regulations and compliance, and number of transgressions & serious incidents.
11. Plant & equipment: sufficient resources on site and in time.
12. Delays: extent of causing delays, submission of claims timeously, and abuse of or exaggerated delay claims.
13. Final account: extent to which the contractor assisted in finalising the final account.

Criterion 3: Suitably qualified and appropriately experienced human resources

Allocation of suitably qualified and appropriately experienced human resources, both in respect of principals and/or other staff (contract manager, site agent, site foreman including other professional, technical and/or administrative) of the tendering Service Provider to the project, as proof that the tendering Service Provider will be able to react/respond appropriately to the Services required herein. The Company Organogram with CV's and certified ID's of all principals and employed workforce as well as proof of Professional Registration will be verified. Current and future workload of the tenderer in relation to capacity and capability will also be considered. The tenderer should demonstrate that he or she possesses the necessary professional and technical qualifications and -competence in relation to the scope of work and work to be undertaken.

Criterion 4: Attendance of compulsory bid clarification meeting, if applicable

If applicable, submission of confirmation of DPW-16.1 (PSB) attendance of compulsory bid clarification meeting or proof of attending the compulsory virtual meeting by a suitably qualified and experienced representative of the tenderer in terms of PA-04 (EC): Notice and Invitation to Tender.

7.2 Commercial risks:

The financial viability assessment evaluates the risk over the life of the construction period, as to whether the tenderer will be able to deliver the goods and services which are specified in the contract and / or be able to fulfil guarantees or warranties provided for in the contract in order to complete the project successfully for the amount tendered.

Aspects to be considered include but are not limited to, the respective rates tendered, bank rating, financial capability and capacity whether the tenderer has or has access to sufficient financial resources to deliver the goods or services described in the tender documentation (including fulfilling any guarantees or warranty claims), whether the tenderer is not subject to any current or impending legal action (either formal proceedings or notification of legal action) which could impact on the financial standing of the tenderer or the delivery of the goods or services, financial report from auditors as proof of current liquidity, and company or any parent company or investor guarantee/s and financial statements.

8. CONTRACT PARTICIPATION GOAL TARGETS AND CIDB B.U.I.L.D. PROGRAMME

The contractor shall achieve in the performance of the contract the following Contract Participation Goals (CPGs) as described in PG-01.2 (EC): Scope of Work and PG-02.2 (EC): Pricing Assumptions and in accordance with the feasibility study, which forms part of the specifications in the CPG Section of the Specification of this contract.

(a)	Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	**Not applicable**
(b)	Minimum Targeted Local Building Material Suppliers Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	**Not applicable**
(c)	Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	**Not applicable**

(d)	**CIDB BUILD Programme**: Minimum Targeted Enterprise Development Contract Participation Goal in accordance with the cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	**Not applicable**
(e)	**cidb BUILD Programme:** Minimum Targeted Contract Skills Development Goal in accordance with the cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 43495 of 3 July 2020, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	**Not applicable**
(f)	DPWI National Youth Service training and development programme (NYS) – Condition of Contract.	**Not applicable**
(g)	Labour Intensive Works – Condition of Contract.	**Not applicable**

9. COLLECTION OF TENDER DOCUMENTS

☒ Bid documents are available for free download on e-Tender portal www.etenders.gov.za

☒ Alternatively; Bid documents may be collected during working hours at the following address NDPWI, Eben Donges Building, Cnr Robert and Hancock street, Gqeberha, 6056.
A non-refundable bid deposit of **R 500.00** is payable (cash only) on collection of the bid documents.

10. SITE INSPECTION MEETING

Details of Bid Briefing meeting (if any)
There will be no bid briefing meeting.

Venue:	**BARBERTON MAXIMUM PRISON:**		
Virtual meeting link:	(Type link here or indicate "N/A")		
Date:	*Date of Bid Briefing (if any)* **10 December 2026**	**Starting time:**	*Time of Bid Briefing (if any)* **11h00**

11. ENQUIRIES

11.1 Technical enquiries may be addressed to:

DPWI Project Manager	**Ndyebo Sihiya**	**Telephone no:**	**082 053 7142**
Cellular phone no	**082 053 7142**	**Fax no:**	**N/A**
E-mail	Ndyebo.sihiya@dpw.gov.za		

11.2 SCM enquiries may be addressed to:

SCM Official	**Ayanda Mkhonza**	**Telephone no:**	**n/a**
Cellular phone no	**n/a**	**Fax no:**	**N/A**
E-mail	ayanda.mkonza@dpw.gov.za		

12. DEPOSIT / RETURN OF TENDER DOCUMENTS

Telegraphic, telephonic, telex, facsimile, electronic and / or late tenders will not be accepted.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

All tenders must be completed in non-erasable ink and submitted on the official forms – (forms not to be re-typed).

Closing Date: Tuesday, 15 December 2026
Closing Time: 11H00

Tender documents may be posted to:		**Deposited in the tender box at:**
The Director-General Department of Public Works and Infrastructure Private Bag X 11280 NELSPRUIT 1200 Documents must be deposited in The Bid Box before the closing date of the bid	**OR**	The Bid Box Department of Public Works & Infrastructure Nedbank Building 30 Brown Street

EVALUATION ON FUNCTIONALITY

Paste Functionality here or Indicate "N/A"

DPW-07: FORM OF OFFER AND ACCEPTANCE

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

Bid no: NST26/019

Bid/ Project Description: NELSPRUIT PRISON: OPERATION AND MAINTENANCE OF BOILERS FOR 24 MONTHS

The Tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

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 responsibilities of the Service Provider 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 VALUE ADDED TAX (All applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies) IS:

Rand (in words):	
Rand in figures:	**R**

The award of the tender may be subjected to price negotiation with the preferred tender(s). The negotiated and agreed price will be considered for acceptance as ***a firm and final offer***.

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 Service Provider in the conditions of contract identified in the contract data.

THIS OFFER IS MADE BY THE FOLLOWING LEGAL ENTITY: (cross out block which is not applicable)

Company or Close Corporation: .... And: Whose Registration Number is: ..... And: Whose Income Tax Reference Number is: ..... CSD supplier number:	**OR**	Natural Person or Partnership: .... Whose Identity Number(s) is/are: ..... Whose Income Tax Reference Number is/are: ..... CSD supplier number: .....

AND WHO IS (if applicable)**:**

Trading under the name and style of: .....

AND WHO IS:

Represented herein, and who is duly authorised to do so, by: Mr/Mrs/Ms: ..... In his/her capacity as:	**Note:** **A Resolution / Power of Attorney, signed by all the Directors / Member / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.**

Bid No: NST26/019

Bid/ Project Description: NELSPRUIT PRISON: OPERATION AND MAINTENANCE OF BOILERS FOR 24 MONTHS

SIGNED FOR THE TENDERER:

Name of representative	Signature	Date

WITNESSED BY:

Name of witness	Signature	Date

This Offer is in respect of: (Please indicate with an "X" in the appropriate block)
The official documents ..... ☐
The official alternative ..... ☐
Own alternative (only if documentation makes provision therefore) ☐

SECURITY OFFERED: (Not required for this quotation/ bid)

The Service Provider will provide one of the following forms of security:

(1) Cash deposit of 2.5% of the Contract Sum (excl. VAT)	Yes ☐	No ☒
(2) Variable guarantee of 2.5% of the Contract Sum (excl. VAT) (DPW-10.5: FM)	Yes ☐	No ☒
(3) Retention of 2.5% of the Contract Sum (excl. VAT)	Yes ☐	No ☒
(4) 1.25% cash deposit and 1.25% retention of the Contract Sum (excl. VAT)	Yes ☐	No ☒

NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.

The Tenderer elects as its *domicilium citandi et executandi* in the Republic of South Africa, where any and all legal notices may be served, as (physical address):

.....

Other Contact Details of the Tenderer are:

Telephone No..... Cellular Phone No. .....

Fax No. .....

Postal address.....

Banker ..... Branch.....

Bank Account No. ..... Branch Code .....

Registration No of Tenderer at Department of Labour.....

ACCEPTANCE

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 Service Provider 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.

Bid No: NST26/019

Bid/ Project Description: NELSPRUIT PRISON: OPERATION AND MAINTENANCE OF BOILERS FOR 24 MONTHS

The terms of the contract, are contained in:

Part 1 Agreements and contract data, (which includes this agreement)
Part 2 Pricing data
Part 3 Scope of work.
Part 4 Site information

and drawings (where applicable) and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender 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 agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The Tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect, if delivered by hand on the day of delivery, or if delivered by courier within two working days after submission by the Employer to the courier services for a door-to door delivery to the tenderer, provided that the Employer notifies the tenderer of the tracking number within 24 hours of such submission. Unless the tenderer (now Service Provider) within seven working days of the date of such submission notifies the Employer in writing of any reason why he cannot accept the contents of the schedule of deviation to this agreement if applicable), this agreement shall constitute a binding contract between the parties.

For the Employer:

Name of signatory	Signature	Date

Name of Organisation:	Department of Public Works
Address of Organisation:	

WITNESSED BY:

Name of witness	Signature	Date

SCHEDULE OF DEVIATIONS

Bid no: NST26/019

Bid/ Project Description: NELSPRUIT PRISON: OPERATION AND MAINTENANCE OF BOILERS FOR 24 MONTHS

1.1.1. Subject:
Detail:

1.1.2. Subject:
Detail:

1.1.3. Subject:
Detail:

1.1.4. Subject:
Detail:

1.1.5. Subject:
Detail:

1.1.6. Subject:
Detail:

By the duly authorised representatives signing this agreement, the Employer and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the 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.

TERMS OF REFERENCE/ SPECIFICATIONS

Bid no: NST26/019

Bid/ Project Description: NELSPRUIT PRISON: OPERATION AND MAINTENANCE OF BOILERS FOR 24 MONTHS

Paste Specifications or Terms of Reference here

PRICING SCHEDULE/ BILLL OF QUANTITIES

Bid no: NST26/019

Bid/ Project Description: NELSPRUIT PRISON: OPERATION AND MAINTENANCE OF BOILERS FOR 24 MONTHS

Paste Pricing Schedule of Bill of Quantities here

DRPW – 03 (EC) TENDER DATA

Bid no: NST26/019

Bid/ Project Description: NELSPRUIT PRISON: OPERATION AND MAINTENANCE OF BOILERS FOR 24 MONTHS

Paste Tender Data here

PA-11: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. BIDDER'S DECLARATION

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest[3] in the enterprise, employed by the state?

☐ YES ☐ NO

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

(3) the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".
For External Use

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

☐ YES ☐ NO

2.2.1 If so, furnish particulars:

.....

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

☐ YES ☐ NO

2.3.1 If so, furnish particulars:

.....

.....

3. DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I declare to be true and complete in every respect:

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 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 consortium[4] will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.5 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.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

[4] 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.

Any reference to words "Bid" or Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".
For External Use

3.7 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.

I DECLARE THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

Name of Bidder	Signature	Date	Position

This form is aligned to SBD 4.

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

_____

_____
(legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

1 The Enterprise submits a Tender to the Department of Public Works in respect of the following project:

_____

_____
(project description as per Tender Document)

Tender Number: _____*(Tender Number as per Tender Document)*

2 *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____*(Position in the Enterprise)*

and who will sign as follows:

_____

be, and is hereby, authorised to sign the Tender, and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

Note:

1. ** Delete which is not applicable.*
2. ***NB:** This resolution must, where possible, be signed by <u>all</u> the Directors / Members / Partners of the Tendering Enterprise.*
3. *In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Tendering Enterprise (attach proof of shareholding / ownership hereto).*
4. *Directors / Members / Partners of the Tendering Enterprise may alternatively appoint a person to sign this document on behalf of the Tendering Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Tendering Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).*
5. *Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.*

ENTERPRISE STAMP

PA-15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

_____

_____
(legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

1. The Enterprise submits a Tender, in consortium/joint venture with the following Enterprises:

   _____

   _____
   (list all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the consortium/joint venture)

   to the Department of Public Works in respect of the following project:

   _____

   _____
   (project description as per Tender Document)

   Tender Number: _____ *(Tender Number as per Tender Document)*

1 *Mr/Mrs/Ms: _____

   in *his/her Capacity as: _____ *(Position in the Enterprise)*

   and who will sign as follows:

   _____

   be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

2 The Enterprise accept joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.

3 The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

   Physical address: _____

   _____ Postal Code _____

Postal Address:

_____

_____Postal Code_____

Telephone number: _____ Fax number: _____

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

The tendering enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed.

Note:

*1. * Delete which is not applicable.*
*2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Tendering Enterprise.*
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Tendering Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Tendering Enterprise may alternatively appoint a person to sign this document on behalf of the Tendering Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Tendering Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly tender for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a consortium/joint venture)*

1 _____

_____

2 _____

_____

3 _____

_____

4 _____

_____

5 _____

_____

6 _____

_____

7 _____

_____

8 _____

_____

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

A. The above-mentioned Enterprises submit a tender in consortium/joint venture to the Department of Public Works & Infrastructure in respect of the following project:

_____

_____

(project description as per Tender Document)

Tender Number: _____ *(tender number as per Tender Document)*

Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ *(position in theEnterprise)*

and who will sign as follows: _____

be, and is hereby, authorised to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the tender to the Enterprises in consortium/joint venture mentioned above.

C. The Enterprises constituting the consortium/joint venture, notwithstanding its composition, shall conduct all business under the name and style of:

_____

D. The Enterprises to the consortium/joint venture accept joint and several liability for the due fulfilment of the obligations of the consortium/joint venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.

E. Any of the Enterprises to the consortium/joint venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days' written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the consortium/joint venture as mentioned under item D above.

F. No Enterprise to the consortium/joint venture shall, without the prior written consent of the other Enterprises to the consortium/joint venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.

G. The Enterprises choose as the *domicilium citandi et executandi* of the consortium/joint venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: _____

_____

_____Postal Code _____

Postal Address: _____

_____

_____Postal Code _____

Telephone number _____ Fax number: _____

E-mail address: _____

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

The tendering enterprise hereby absolves the Department of Public Works & Infrastructure from any liability whatsoever that may arise as a result of this document being signed.

Note:

*1. * Delete which is not applicable.*
*2. **NB:** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the consortium/joint venture submitting this tender, as named in item 2 of Resolution PA-15.2.*
3. Should the number of the Duly Authorised Representatives of the Legal Entities joining forces in this tender exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.
4. Resolution PA-15.2, duly completed and signed, from the separate Enterprises who participate in this consortium/joint venture, must be attached to this Special Resolution (PA-15.3).

DPW-16. TENDER BRIEFING MEETING CERTIFICATE

Project title:	**NELSPRUIT PRISON: OPERATION AND MAINTENANCE OF BOILERS FOR 24 MONTHS**		
Tender / Quotation no:	**NST26/019**	**Reference no:**	**If applicable**

Date Bid Briefing Meeting: **10 December 2026**

Time of Bid Briefing Meeting: **11h00**

Venue: **BARBERTON MAXIMUM PRISON:**

This is to certify that I,_____

representing _____

attended the tender clarification meeting on: _____

I further certify that I am satisfied with the description of the work and explanations given at the tender clarification meeting and that I understand the work to be done, as specified and implied, in the execution of this contract.

Name of Tenderer	Signature	Date

Name of DPW Representative	Signature	Date

DPW-21: RECORD OF ADDENDA TO TENDER DOCUMENTS

Project title:	**NELSPRUIT PRISON: OPERATION AND MAINTENANCE OF BOILERS FOR 24 MONTHS**		
Tender / Quotation no:	**NST26/019**	**Reference no:**	**If applicable**

1. I / We confirm that the following communications received from the Department of Public Works before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: *(Attach additional pages if more space is required)*

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Name of Tenderer	Signature	Date

2. I / We confirm that no communications were received from the Department of Public Works before the submission of this tender offer, amending the tender documents.

Name of Tenderer	Signature	Date

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender Number: NST26/019
Name of Tenderer ..... ☐ **EME**[2] ☐ **QSE**[3] ☐ **Non EME/QSE (tick applicable box)**

1. **LIST ALL PROPRIETORS, MEMBERS OR SHAREHOLDERS BY NAME, IDENTITY NUMBER, CITIZENSHIP AND DESIGNATED GROUPS.**

Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in rural / under developed area/township	Indicate if military veteran
1.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
2.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
3.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
4.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
5.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
6.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
7.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
8.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
9.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
10.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No

Where Owners are themselves a Company, Close Corporation, Partnership etc., identify the ownership of the Holding Company, together with Registration number
State date of South African citizenship obtained (not applicable to persons born in South Africa)

[2] EME: Exempted Micro Enterprise
[3] QSE: Qualifying Small Business Enterprise

Public

1. DECLARATION:

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the Tenderer, hereby confirms that:

1 The information and particulars contained in this Affidavit are true and correct in all respects;

2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), the Preferential Procurement Regulations, 2022, National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;

3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;

4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;

5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

Signed by the Tenderer

Name of representative	**Signature**	**Date**

DPW-09 PARTICULARS OF TENDERER'S PROJECTS

Project title:	**NELSPRUIT PRISON: OPERATION AND MAINTENANCE OF BOILERS FOR 24 MONTHS**		
Tender / Quotation no:	**NST26/019**	**Closing date: Tuesday, 15 December 2026**	**Time: 11H00**

Note: The Tenderer is required to furnish the following particulars and to attach additional pages if more space is required.

1. PARTICULARS OF THE TENDERER'S CURRENT AND PREVIOUS COMMITMENTS

1.1. Current projects

	Projects currently engaged in	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum of Project	Scope of Services (Work stages appointed for – eg 1 to 6)	Work stages completed	Work stages in progress
1.							
2.							
3.							
4.							
5.							
6.							
7.							

1.2. Completed projects

Projects completed in the last 5 (five) years		Name of Employer or Representative of Employer	Contact tel. no.	Contract sum of Project	Scope of Services (Work stages appointed for – eg 1 to 6)	Date of appointment	Date of completion
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							

Name of Tenderer	Signature	Date

PA-16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

---

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 Preference Points System to be applied

☒ The applicable preference point system for this tender is the **80/20** preference point system.

1.3 Points for this tender shall be awarded for:

1.3.1 Price: Maximum 80 points

1.3.2 Specific Goals: Maximum 20 points

1.4 The maximum points for this tender are allocated as follows:

Preference Points System to be applied	**80/20**
PRICE	**80**
SPECIFIC GOALS	**20**
Total points for Price and Specific Goals	**100**

1.5 Breakdown Allocation of Specific Goals Points

1.5.1 **For procurement transactions with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals as listed in the table below are applicable:**

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE or any entity which is at least 51% owned by black people	10	• SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.
2.	**Located** in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	• Official Municipal Rates Statement which is in the name of the bidder. Or • Any Account or statement which is in the name of the Bidder. Or • Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
			• Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women	4	• SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability	2	• SANAS Accredited BBBEE Certificate or sworn affidavit where applicable. and • Medical Certificate indicating that the disability is permanent or • South African Social Security Agency (SASSA) registration indicating that the disability is permanent Or • National Council for Persons with Physical Disability in South Africa registration (NCPPDSA)
5.	An EME or QSE or any entity which is at least 51% owned by black youth	2	• ID Copy and SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.

1.6 Failure on the part of the tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals, if the service provider/ tenderer did not submit proof or documentation required to claim for specific goals will be interpreted to mean that preference points for specific goals are not claimed.

1.7 The organ of state reserves the right to require of a service provider/tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1. THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 or 90/10

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

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

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \quad \text{or} \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmax	=	Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1,2 and 3 above as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. An EME or QSE or any entity which is at least 51% owned by **Historically Disadvantaged Individuals** (HDI)	10	
2. Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	
3. An EME or QSE or any entity which is at least 51% owned by women	4	
4. An EME or QSE or any entity which is at least 51% owned by people with disability	2	
5. An EME or QSE or any entity which is at least 51% owned by youth.*	2	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs

1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

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

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

.....**SIGNATURE(S) OF TENDERER(S)**

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

.....

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL

This affidavit **must not** be used for Construction/ CIDB related projects/ services

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner (**Select one**) of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Construction Business:	
Definition of "Black People	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black Designated Groups"	"Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

3. I hereby declare under Oath that:

☐ The Enterprise is _____% Black Owned using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

☐ The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

☐ The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

☐ Black Designated Group Owned % Breakdown as per the definition stated above:

- Black Youth % = _____%
- Black Disabled % = _____%
- Black Unemployed % = _____%
- Black People living in Rural areas % = _____%
- Black Military Veterans % = _____%

☐Based on the Audited Financial Statements/Financial Statements and other information available on the latest financial year-end of _____/_____/_____ the annual Total Revenue was R10, 000,000.00 (Ten Million Rands) or less
Date/ month / year

☐ Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	**Level One** (135% B-BBEE procurement recognition level)	
At Least 51% black owned	**Level Two** (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	**Level Four** (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature_____

Date: _____

_____
Commissioner of Oaths
Signature & stamp

Stamp Commissioner of Oaths

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL

This affidavit **must not** be used for Construction/ CIDB related projects/ services

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner (**Select one**) of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Construction Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black Designated Groups"	"Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

I hereby declare under Oath that:

☐ The Enterprise is _____% Black Owned using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

☐ The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

☐ The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

☐ Black Designated Group Owned % Breakdown as per the definition stated above:

- Black Youth % = _____%
- Black Disabled % = _____%
- Black Unemployed % = _____%
- Black People living in Rural areas % = _____%
- Black Military Veterans % = _____%

☐ Based on the Audited Financial Statements/ Financial Statements and other information available on the latest financial year-end of _____/_____/_____
Day/ month / year

(the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),

☐ Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	**Level One** (135% B-BBEE procurement recognition level)	
At Least 51% black owned	**Level Two** (125% B-BBEE procurement recognition level)	

3. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

4. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature_____

Date: _____

_____
Commissioner of Oaths
Signature & stamp

Stamp Commissioner of Oath

B-BBEE EXEMPTED AFFIDAVIT FOR EXEMPTED MICRO ENTERPRISES (ISSUED IN TERMS OF THE AMENDED CONSTRUCTION SECTOR CODE)

This affidavit **must** be used for Construction/ CIDB related projects/ service **only**

(Gazette Vol. 630 No. 41287)
Issued in terms of paragraph 3.6.2.4.1 (B)

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1) The contents of this statement are to the best of my knowledge a true reflection of the facts.
2) I am a Member / Director / Owner of the following enterprise and am duly authorized to act on its behalf:

Enterprise Name:			
Trading Name (If Applicable):			
Registration Number:			
Enterprise Physical Address:			
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):			
Nature of Construction Business:	**BEP** (Built Environment Professional)	**Contractor**	**Supplier**
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – who are citizens of the Republic of South Africa by birth or descent; or who became citizens of the Republic of South Africa by naturalization before 27 April 1994; or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date:"		
Definition of "Black Designated Groups"	"Black Designated Groups" means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"		

3) I hereby declare under Oath that as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- The Enterprise is _____% Black Owned
- The Enterprise is _____% Black Female Owned
- The Enterprise is _____% Owned by Black Designated Group (provide Black Designated Group Breakdown below as per the definition in the table above)

o Black Youth % _____%
o Black Disabled % _____%
o Black Unemployed % _____%
o Black People living in Rural areas % _____%

o Black Military Veterans % _____%

4) Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____/_____/_____, the annual Total Revenue was less than the applicable amount confirmed by ticking the applicable box below.

day *month* *year*

BEP	R1.8 million	
Contractor	R3.0 million	
Supplier	R3.0 million	

If the turnover exceeds the applicable amount in the table above then this affidavit is no longer applicable and an EME certificate must be obtained from a rating agency accredited by SANAS or when applicable a B-BBEE Verification Professional Regulator appointed by the Minister of Trade and Industry.

- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box below.**

100% Black Owned	**Level One** (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	**Level Two** (125% B-BBEE procurement recognition level)	
At least 30% Black Owned	**Level Four** (100% B-BBEE procurement recognition level)	
Less than 30% Black Owned	**Level Five** (80% B-BBEE procurement recognition level)	

5) I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

6) The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature_____

Date: _____

_____
Commissioner of Oaths
Signature & stamp

Stamp Commissioner of Oath

FACILITIES MANAGEMENT CONDITIONS OF CONTRACT (DPW)

SEPT. 2005 VERSION 1

PA-10 (FM): CONDITIONS OF CONTRACT

1. *DEFINITIONS*

1.1. *The following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:*

1.1.1. *"Additional Services" are increases in the quantity of the routine Services detailed in the Scope of Works.*

1.1.2. *"Bill of Quantities" means the document so designated in the Pricing Data that describes the Services and indicates the quantities and rates associated with each item which the Employer agrees to pay the Service Provider for the Services completed;*

1.1.3. *"Certificate of Completion" means the certificate issued by the Service Manager signifying that the Contract has expired;*

1.1.4. *"Commencement Date" means the date on when the Service Provider is notified of the Employer's acceptance of its offer;*

1.1.5. *"Contract" means the Contract signed by the Parties and of which these Conditions of Contract form part of, and such amendments and additions to the Contract as may be agreed in writing between the Parties;*

1.1.6. *"Contract Data" means the specific data, which together with these Conditions of Contract, Scope of Works and Pricing Data collectively describe the risks, liabilities and obligations of the contracting Parties and the procedures for the administration of the Contract;*

1.1.7. *"Contract Period" is from Commencement Date for the period stated in the Contract Data;*

1.1.8. *"Contract Price" means the price to be paid for the Services in accordance with the Pricing Data, subject to such additions thereto or deductions there from as may be made from time to time under the provisions of the Contract;*

1.1.9. *"Contract Sum" refers to the amount stated by the Service Provider in the Form of Offer and Acceptance;*

1.1.10. *"CPAP" means contract price adjustment provisions used for the adjustment of fluctuations in the cost of labour, plant and materials and goods as stated in the Contract Data;*

1.1.11. *"Day" means a calendar day;*

1.1.12. *"Drawings" means all drawings, calculations and technical information which are made available to the Service Provider for inspection at a venue and time to be announced by the Service Manager and any modifications thereof or additions thereto from time to time approved in writing by the Employer or delivered to the Service Provider by the Employer;*

1.1.13. *"Employer" means the contracting Party named in the Contract Data who appoints the Service Provider;*

1.1.14. *"Equipment" includes all appliances, tools implements, machinery, articles and things of whatsoever nature required in or for the rendering, completion or defects correction of the Services but does not include materials;*

1.1.15. *"Facilities" means the land and buildings, detailed in the Scope of Works, and any additions, or omission thereto, made available by the Employer for the purposes of the Contract, on, under, over, in or through which the Services are to be rendered or carried out;*

1.1.16. *"Form of Offer and Acceptance" means the written communication by the Employer to the Service Provider recording the acceptance of the Service Provider's offer;*

1.1.17. *"Identified Projects" means any projects, other than routine Services, identified and agreed to by the Parties during the Contract period or any extensions thereto, to be completed in terms of the Contract.*

1.1.18. *"Materials" includes all materials, commodities, articles and things required to be furnished under the Contract for the execution of the Services;*

1.1.19. *"Month" refers to the period commencing on a certain day of a month to the day preceding the corresponding day of the next month;*

1.1.20. *"Parties" means the Employer and the Service Provider;*

1.1.21. *"Pricing Data" means the document that contains the Bill of Quantities and provides the criteria and assumptions, which it will be assumed in the Contract were taken into account by the Service Provider when developing his prices;*

1.1.22. *"Services" means all the work to be performed by the Service Provider during the Contract Period in accordance with the Contract, as more fully set out in the Scope of Works, as amended from time to time by written agreement between the Parties;*

1.1.23. *"Service Provider" means the Tenderer, as named in the Contract Data, whose offer has been accepted by or on behalf of the Employer and, where applicable, includes the Service Provider's heirs, executors, administrators, trustees, judicial managers or liquidators, as the case may be, but not, except with the written consent of the Employer, any assignee of the Service Provider;*

1.1.24. *"Service Manager" means the representative of the Employer named as the Service Manager in the Contract Data. The Employer reserves the right to replace the said Service Manager, by written notice to the Service Provider, without the need to furnish reasons therefor;*

1.1.25. *"Scope of Work" refers to the document which defines the Employer's objectives and requirements and specifications and any other requirements and constraints relating to the manner in which the Services must, or may, be provided or performed;*

1.1.26. *"Service Period" refers to the period indicated in the Contract Data during which the Service Provider shall render the Services required in terms of the Contract;*

1.1.27. *"Transitional Stage" refers to the period indicated in the Contract Data, which commences immediately on the expiry of the Service Period, and during which the Services to be provided by the Service Provider shall include, inter alia, the provision and transfer to the incoming service provider of managerial support and information, as detailed in the Scope of Works.*

2. *INTERPRETATION*

2.1. *In this Contract, except where the context otherwise requires:*

2.1.1 *The masculine includes the feminine and the neuter, vice versa;*

2.1.2 *The singular includes the plural; and vice versa*

2.1.3 *Any reference to a natural person includes a body corporate, firm, association or consortium/joint venture/partnership, vice versa.*

2.2. *The headings to the clauses of this Contract are included for reference purposes only and shall not affect the interpretation of the provisions to which they relate.*

2.3. *Words and phrases defined in any clause shall bear the meanings assigned thereto.*

2.4. *The various parts of the Contract are severable and may be interpreted as such.*

2.5. *The expressions listed in clause 1 bear the meanings as assigned thereto and cognate expressions bear corresponding meanings.*

2.6. *If any provision in a definition clause is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive clause in the body of the Contract, notwithstanding that it is only contained in the interpretation clause.*

3. *DURATION*

3.1. *The rights and obligations of the Parties to this Contract shall commence on the Commencement Date.*

3.2. *Subject to the terms of clauses 33 and 34 relating to breach and termination respectively, the Contract will commence on the Commencement Date and terminate on the expiry of the Contract Period, unless it is extended in terms of clause 3.3.*

3.3. *The terms or duration of the Contract may be extended as a result of bona fide negotiations between the Parties. No extension of term or duration of the Contract shall however be valid unless the terms and conditions of such extension has been reduced to writing and signed by the authorised representatives of both Parties.*

4. *RIGHTS AND OBLIGATIONS OF THE EMPLOYER*

4.1. *The Employer shall give access to or supply the Service Provider with:*

4.1.1 *All relevant, available data and information required and requested by the Service Provider for the proper execution of the Services; and*

4.1.2 *Such assistance as shall reasonably be required by the Service Provider for the execution of its duties under the Contract.*

5. *RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER*

5.1. *The Service Provider shall, in executing his obligations, comply with the Service Manager's written instructions on any matter relating to the Services.*

5.2. *The Service Provider shall take instructions only from the Service Manager or other persons authorised by the Service Manager in terms of Clause 6.*

5.3. *The Service Provider shall not have the power of attorney or authority to enter into any contract or to otherwise bind or incur liability on behalf of the Employer, save where prior written authorisation has been obtained.*

5.4. *The Service Provider shall ensure that it, its employees, agents and representatives have the relevant experience and capacity necessary for rendering of the Services with the reasonable degree of skill, care and diligence that may be expected of professionals providing services similar to the Services.*

5.5. *Should any member of the Service Provider's team, in the opinion of the Service Manager or occupants of the Facilities, misconduct himself or is incompetent or negligent in the delivery of the Services, or whose presence on the Facilities is otherwise considered by the Service Manager, or occupants of the Facilities, on reasonable grounds, to be undesirable, the Employer may, in writing and together with reasons therefor, request that such person be removed. Such person shall not again be employed on the Services without the prior written consent of the Employer.*

5.6. *The Service Provider undertakes to effect such removal, as referred to in 5.5 above, within a day of receipt of the Employer's written request.*

5.7. *The Service Provider shall ensure that reasonable levels of care and responsibility are exercised when using items belonging to the Employer in the delivery of the Services.*

5.8. *During the ongoing provision of the Services the Service Provider shall at all times keep the Facilities clean and in a safe condition.*

5.9. *Notwithstanding anything herein contained to the contrary, it is specifically agreed that the appointment of the Service Provider shall not create an employment contract or relationship between the Parties and the Service Provider or his employees shall therefore not be entitled to any benefits to which the employees of the Employer may be entitled.*

6. *SERVICE MANAGER*

6.1. *The Service Manager shall administer the Contract on behalf of the Employer in accordance with the provisions of the Contract.*

6.2. *The Service Manager may delegate any of his powers and authority and may cancel such delegation, on the prior written notification thereof to the Service Provider.*

6.3. *Such delegation shall continue in force until the Service Manager notifies the Service Provider in writing that the delegation is terminated.*

6.4. *The Service Provider may at any time, prior to giving effect thereto, refer any written order or instruction of the Service Manager's delegatee to the Service Manager who shall confirm, reverse or vary such order or instruction.*

7. *SECURITY*

7.1. *The Service Provider shall provide to the Employer security in the amount and in the form set out in the Contract Data and any expenditure incurred in doing so shall be borne by the Service Provider.*

7.2. *Should the Service Provider fail to select the security to be provided or should the Service Provider fail to provide the Employer with the selected security within 21 days from Commencement Date, it shall be deemed that the Service Provider has selected a security in the form of a retention of 2.5 % of the Contract Sum (excl. VAT).*

8. *SECURITY CLEARANCE*

8.1. *In the event of security clearance becoming necessary, the Service Provider, any subcontractors and all human resources utilized by the Service Provider undertake to undergo security clearance, for which purpose the necessary forms will be made available to the Service Provider at the relevant time by the Employer. The Service Provider accepts that if he or any of his human resources refuses to undergo the required security clearance, they will not be allowed on the Facilities to render the Services.*

8.2. *It is required that all persons engaged in the rendering of the Services shall be easily identifiable and where required, security cleared.*

9. *CONFIDENTIALITY*

9.1. *The Service Provider undertakes to keep any and all information, of whatever nature, relating to the Contract or which he becomes privy to due to his presence at the Facilities, strictly confidential and such shall not be sold, traded, published or otherwise disclosed to anyone in*

any manner whatsoever, including by means of photocopy or other reproduction, without the Employer's prior written consent. As disclosure or improper use of the confidential information, without the Employer's prior written consent, will cause the Employer harm:

9.1.1 *the Service Provider shall be liable for any loss or damages suffered by the Employer and shall indemnify the Employer against any claims by third parties as a result of such unauthorised disclosure or use thereof , either in whole or in part; and/or*

9.2.1 *the Employer shall be entitled to cancel the Contract*

9.2. *The Service Provider shall be entitled to disclose such confidential information to the following persons, who have a clear need to know interest, in order to assist with the rendering of the Services on the Contract:*

9.2.1 *employees, officers and directors of the Service Provider; and*

9.2.2 *any professional consultant or agent retained by the Service Provider for the purpose of rendering the Services, provided that the identity of such consultant or agent is made known to the Employer in writing and the Employer acknowledges in writing that the confidential information may be disclosed to such person.*

9.3. *The Service Provider shall be responsible for ensuring that all persons to whom the confidential information is disclosed under this Contract shall keep such information confidential and shall not disclose or divulge the same to any unauthorised person.*

9.4. *The confidential information shall remain the property of the Employer and the Employer may demand the return or destruction thereof, at the cost of the Service Provider, at any time upon giving written notice to the Service Provider. Within ten (10) days of receipt of such notice, the Service Provider shall return all of the original confidential information and shall destroy all copies and reproductions (both written and electronic) in its possession or in the possession of persons to whom it was disclosed and furnish a certificate to the Employer stating as much.*

10. *AMBIGUITY IN DOCUMENTS*

10.1. *The several documents forming the Contract are to be taken as mutually explanatory of one another and any ambiguity in or discrepancy between them shall be explained and, if necessary, rectified by the Service Manager who shall thereupon issue to the Service Provider a written explanation giving details of the adjustments, if any, and a written instruction directing what Service, if any, is to be delivered.*

11. *INSURANCES*

11.1. *It is the responsibility of the Service Provider to assess his risks on this project and to ensure that he obtains and maintains the adequate insurances to cover such risks.*

12. *ACCESS TO THE FACILITIES AND COMMENCEMENT OF THE SERVICES*

12.1. *The Service Provider shall provide the Employer, within 21 days of the Commencement Date, with an acceptable health and safety plan and such other information required in terms of the Occupational Health and Safety Act (85 of 1993).*

12.2. *The Service Period shall commence 30 days from Commencement date, or on such other date as maybe specified in the Contract Data*

12.3. *Notwithstanding the provision of 12.2, the Service Provider shall be given access to the Facilities or portions thereof, only after the provision by the Service Provider of an acceptable health and safety plan and of security clearance being obtained in terms of Clauses 12.1 and 8.1 respectively.*

12.4. *The Service Provider shall be given access to the Facilities or portions thereof and shall render the Services in accordance with its programme, referred to in clause 13 or after the receipt by him of a written instruction to this effect.*

12.5. *If the Employer fails to give the Service Provider access to the facility or any portion thereof for any reason other than default by the Service Provider and the Service Provider suffers additional costs as a result thereof, the Service Provider shall be entitled to make a claim therefor provided that the Service Provider is able to prove his claim and that he has taken all reasonable steps to mitigate the additional costs.*

13. *PROGRAMME*

13.1. *The Service Provider shall deliver to the Service Manager within 14 days from Commencement Date, a realistic programme and a cash flow for the delivery of the Services. The programme shall describe and detail the order in which the Services are to be rendered and shall be subject to the approval of the Service Manager, which written approval shall not be unreasonably withheld.*

13.2. *The Service Provider shall, on receipt of a written request from the Service Manager, furnish the Employer with any documents or information, of whatever nature, in support of the programme and/or in relation to the manner in which the Services are to be rendered and/or the resources to be supplied and used in the rendering of the Services and/or progress of the various parts of the Contract; and/or a detailed cash flow forecast.*

13.3. *A programme and the cash flow forecast will be submitted in terms of 13.1 and reviewed quarterly or as circumstances may require.*

13.4. *Agreement to the programme by the Service Manager or any adjustment thereto will not alter the responsibilities of the Service Provider in terms of this Contract.*

14. *SUBCONTRACTING*

14.1. *The Service Provider may subcontract any part of the Services at its discretion. The subcontracts shall incorporate the applicable terms, conditions and requirements of this Contract.*

14.2. *Subcontracting by the Service Provider shall not be construed as relieving the Service Provider from any obligations under the Contract or imposing any liability on the Employer.*

15. *INTELLECTUAL PROPERTY RIGHTS INDEMNITY*

15.1. *The Service Provider undertakes to obtain the necessary consent from the proprietors or their licensees should the Service Provider make use of the intellectual property of any other person.*

15.2. *The Service Provider further indemnifies the Employer against any claim or action (including costs on an attorney and client scale) caused by or arising from the failure to obtain such consent.*

16. *COMPLIANCE WITH LEGISLATION*

16.1. *This clause applies to legislation emanating from national and provincial government as well as that of any local authorities in whose area of jurisdiction the Facilities fall and which have a bearing on the delivery of the Services and Facilities under this Contract.*

16.2. *All the applicable legislation, which does not specifically allow discretion in respect of compliance by the Employer, shall be followed exactly as intended by such legislation regardless of any instructions, verbal or in writing, to the contrary.*

16.3. *Should any applicable legislation allow discretion in respect of compliance by the Employer it shall be followed exactly as intended by the relevant legislation as if no discretion is allowed until such time as specific instructions in writing are issued to the Service Provider by the Service Manager.*

16.4. *The Service Provider shall in the provision of the Services comply with the provisions of, and give all notices and pay all fees, taxes, levies and other charges required to be given or paid in terms of any legislation or imposed by any other body or person. The Service Provider hereby indemnifies the Employer against any liability for any breach of the provision of this clause.*

16.5. *It is the responsibility of the Service Provider to obtain the consents, permissions and/or permits, referred to in Clause 16.4, in the provision of the Services.*

16.6. *The Service Provider shall not have a claim against the Employer, and the Employer shall not be liable to refund the Service Provider for any of the fees, taxes, levies and other charges referred to Clause 16.4.*

17. *REPORTING OF INCIDENTS*

17.1. *In addition to the above, the Service Provider shall, as soon as possible, notify the Employer in writing of any incidents at the Facilities, which resulted or could have resulted in damage to property or injury or death to persons.*

17.2. *The Service Provider shall verbally notify the Service Manager of any of the incidents referred to in 17.1 immediately after the occurrence thereof.*

17.3. *The Service Provider shall follow up the verbal notification referred to in 17.2 with a detailed written report on such incidents to the Service Manager within the time frame indicated by the Service Manager, but in any event within 48 hours of the incident.*

17.4. *The written report referred to in 17.3 shall provide for all incidents, which resulted in injury, death or damage to property.*

17.5. *The Service Provider shall notify the Employer immediately, on becoming aware of the Contract requiring him to undertake anything that is illegal or impossible*

18. *NUISANCE*

18.1. *The Service Provider shall deliver the Services in a manner that shall not cause unnecessary noise, nuisance, or hinder the normal activities in the Facilities.*

18.2. *The Service Provider hereby indemnifies the Employer against any liability arising out of the Service Provider's non-compliance with his obligations in terms of Clause 18.1.*

19. *MATERIALS, WORKMANSHIP AND EQUIPMENT*

19.1. *All Services delivered, and materials and workmanship shall comply with the requirements of this Contract, the manufacturer's specification; good industry practice and the Service Manager's written instructions and shall be suitable for the purpose intended.*

19.2. *The Service Provider shall, in accordance with the Scope of Works or if instructed by the Service Manager, carry out tests demonstrating the acceptability of the relevant Services provided, or the suitability of materials or equipment to be used.*

19.3. *The Service Provider shall provide all necessary assistance, labour, materials, testing equipment and instruments for the purpose of such tests to be performed by himself or, if so instructed by the Service Manager, for the purposes of tests to be performed by any other person.*

19.4. *All costs for tests carried out shall be deemed to be included in the Service Provider's prices*

19.5. *Copies of the reports on the tests referred to in Clause 19.2 shall be forwarded by the Service Provider to the Employer within 10 days of the tests being completed.*

20. *URGENT WORK*

20.1. *The Employer may, by itself or through another service provider, effect any remedial or other repair work which becomes necessary due to no act or omission on the part of the Service Provider.*

20.2. *If the remedial or repair work became necessary due to an act or omission on the part of the Service Provider, its employees, agents or representatives, the Service Provider shall effect such remedial or repair work at its own cost.*

20.3. *If the remedial or repair work is urgently necessary due to an act or omission on the part of the Service Provider, its employees, agents or representatives and the Service Provider refuses to or is not available or able to effect such remedial or repair work, the Employer may effect such remedial or repair work either by itself or through another service provider.*

20.4. *If the Employer effects the remedial or repair work in terms of 20.3, then the Employer may recover such costs, losses or damages from the Service Provider or by deducting the same from any amount still due under this Contract or under any other contract presently or hereafter existing between the Employer and the Service Provider and for this purpose all these contracts shall be considered one indivisible whole.*

21. *INDEMNIFICATIONS*

21.1. *The Service Provider shall be liable for and hereby indemnifies the Employer against any liability, claim, demand, loss, cost, damage, action, suits or legal proceedings whether arising in common law or by statute consequent upon:*

21.1.1 *personal injuries to or the death of any person arising out of, related to, occasioned by, attributed to, or in the cause of or caused by the rendering of the Services;*

21.1.2 *loss of or damage to any movable or immovable or personal property or property contiguous to the Facilities whether belonging to or under the control of the Employer or any other body or person arising out of, related to, occasioned by, attributed to, or in the cause of or caused by reason of the rendering of the Services;*

21.1.3 *any liens, attachments, charges or other encumbrances or claims upon or in respect of any materials parts, work-in-process or finished work furnished to, or in respect of which any payment has been made by the Employer.*

21.2. *The Employer accepts liability for all acts or omissions of its employees, agents or representatives.*

22. *VARIATIONS*

22.1. *The Employer may at any time during the Contract Period, vary the Services by way of additions, omissions, or substitutions.*

22.2. *No variation by the Employer of whatever nature shall vitiate the Contract.*

22.3. *Any Services required by the Employer outside of the Services as referred to in the Scope of Works will be regarded as being Identified Projects and shall be dealt with under clause 23 and shall be executed as a variation order.*

22.4. *The Service Provider shall inform the Employer of any instructions that are deemed to be Additional Services prior to such instructions being executed.*

22.5. *Additional Services will only be executed by the Service Provider after receipt by him of a written instruction from the Service Manager.*

22.6. *If no prior written authorisation, as required in 22.5 above, has been obtained, the Employer shall not reimburse the Service Provider for the Additional Services so executed, and the Service Provider agrees that it shall not have a claim for payment for such Additional Services.*

22.7. *The Additional Services will be valued at the rates in the Pricing Data.*

23. *IDENTIFIED PROJECTS*

23.1. *The Service Provider shall inform the Employer of any instructions that are deemed to be Identified Projects prior to such instructions being executed.*

23.2. *The Employer is not obliged to engage the services of the Service Provider on Identified Projects. The Employer may, by itself, through another service provider or through the Service Provider effect the services/works under Identified Projects.*

23.3. *Identified Projects will only be executed by the Service Provider after receipt by him of a written instruction from the Service Manager.*

23.4. *If no prior written authorisation, as required in 23.3 above, has been obtained, the Employer shall not reimburse the Service Provider for the Identified Projects so executed, and the Service Provider agrees that it shall not have a claim for payment for such Identified Projects.*

23.5 In respect of the Identified Projects, the written instruction referred to in 23.3 shall:

(a) describe the services/works required to be executed by the Service Provider under the Identified Project;

(b) state the due commencement and completion dates of the relevant Identified Project;

(c) state the total cost of the relevant Identified Project as agreed to between the Parties; and

(d) any additional requirements, conditions of contract and/or restrictions, other than those already stated in the Contract, that will be applicable.

23.6 Within 14 days of receipt of the written instruction referred to in 23.5, the Service Provider shall furnish the Employer with a realistic programme and a cash flow for the relevant Identified Project as required in 13.

23.7 Where an Identified Project comprises services/works that are of the same or similar character executed under the same or similar conditions as those to which the rates in the Pricing Data apply, it shall be valued at such rates.

23.8 Where an Identified Project comprises services/works that are not of the same or similar character executed under the same or similar conditions as those to which the rates in the Pricing Data apply, it shall be valued at market related rates to be agreed to in writing between the Employer and the Service Provider and in advance of executing the Identified Project. Failing agreement, the rates applicable shall be as determined by the Employer.

23.9 If the Service Provider fails to complete the Identified Project by the completion date specified in the written instruction referred to in 23.3, then the Service Provider will be liable for a penalty, at the rate stated in the Contract Data, for every day that lapses from the due completion date of the relevant Identified Project to the date of the actual completion of such Identified Project.

23.10 If the Identified Projects are delayed by variations, omissions, additions, substitutions or organised work stoppages by any workman not due to any action on the part of the Service Provider, exceptionally inclement weather, any substantial increase in provisional quantities or any other cause beyond the Service Provider's control, including delays caused by the Employer, then the Service Provider shall be entitled to apply in writing within 21 days of the cause of delay arising to the Service Manager for extension of the due completion date of the relevant Identified Project stating the cause of delay and period of extension applied for.

23.11 If during the period for completion of the Identified Project or any extension thereof abnormal rainfall or wet conditions occur, the formula below shall be used to calculate separately the delay for each calendar month or part thereof. It shall be calculated each month during the period referred to herein above, or until the issue date of the certificate of completion for the relevant Identified Project, whichever is the shorter period. The delay calculated for a given month shall be used to determine the interim extension of time granted for the month. At the end of the applicable period referred to above, the aggregate of the monthly delays will be taken into account for the final determination of the total extension of time for the Contract:

$$V = \frac{(Nw - Nn) + (Rw - Rn)}{X}$$

V = Delays due to rain in calendar days in respect of the calendar month under consideration.

Nw = Actual number of days during the calendar month on which a rainfall of Y mm or more per day has been recorded

Rw = Actual rainfall in mm for the calendar month under consideration.

Nn = Average number of days in the relevant calendar month (as derived from existing rainfall records provided in the project specifications) on which a rainfall of Y mm or more per day has been recorded.

Rn = Average rainfall in mm for the calendar month, as derived from the rainfall records supplied in the project specifications.

X = 20, unless otherwise provided in the project specifications.

Y = 10, unless otherwise provided in the project specifications.

The total delay that will be taken into account for the determination of the total extension of time for the Contract shall be the algebraic sum of the monthly totals for the period under consideration. But if the grand total is negative, the time for completion shall not be reduced on account of abnormal rainfall. The total extension of time for any calendar month shall not exceed (Nc – Nn) calendar days, where Nc = number of days calendar days in the month under consideration

The factor (Nw – Nn) shall be considered to represent a fair allowance for variations from the average number of days during which rainfall equals or exceeds Y mm per day.

The factor (Rw – Rn) ÷ X shall be considered to represent a fair allowance for variations from the average for the number of days during which rainfall does not equal or exceed Y mm per day, but when wet conditions prevent or disrupt work.

This formula does not take into account any flood damage, which could cause further or concurrent delays and which should be treated separately in so far as extension of time is concerned.

Accurate rain gaugings shall be taken at a suitable point on the site daily at 08:00 unless otherwise agreed to by the Service Manager, and the Contractor shall, at his own expense,

take all necessary precautions to ensure that the rain gauges cannot be interfered with by unauthorized persons.

Information regarding existing rainfall records, if available from a suitable rainfall station near the site, will be supplied in the project specifications, together with calculations of rain delays for previous years in accordance with the above formula. The average of these delays will be regarded as normal rain delays which the Contractor shall accommodate in his programme, and for which no extension of time will be considered.

23.12 Upon receipt of such written application, referred to in 23.10, the Employer may in writing extend the due completion date of the relevant Identified Project by a period to be determined by the Employer or may refuse to extend the due completion date of the relevant Identified Project. The due completion date of an Identified Project may not be extended beyond the end of the Contract Period stated in the Contract Data.

23.13 Any decision given by the Employer, in terms of 23.12, shall be final and binding on the Parties.

23.14 Should the Service Provider fail to apply in writing for an extension of the due completion date of the relevant Identified Projects within the 21 days referred to in 23.10, or should the Employer not grant an extension of the due completion date then the due completion date stipulated in the relevant written instruction referred to in 23.5 shall not be extended nor the Service Provider exonerated from liability to pay the penalty stipulated in 23.9 or from specific performance of the service/works within the period in the relevant written instruction.

24. *SUSPENSION OF THE SERVICES*

24.1 The Service Provider shall, on the written order of the Service Manager, suspend the provision of the Services or any part thereof for such time or times and in such manner as the Service Manager shall order and shall, during such suspension, properly protect the Services so far as is necessary.

24.2 If the Service Provider is instructed in writing by the Service Manager to suspend any or all of the Services, the Service Provider shall re-schedule the relevant Services. For the duration of such suspension all penalties applicable to that Service will be waived. Should the Service Provider suffer any additional costs resulting from such suspension, the Service Provider shall be entitled to make a claim therefor provided that the Service Provider shall prove his claim and that he has taken all reasonable steps to mitigate the additional costs.

24.3 If the Service Provider is unable to render any of the Services for any reason other than an instruction by the Employer to suspend the Services in terms of clause 24.1, the Employer shall not be liable for any claim of whatever nature, including a claim for costs, by the Service Provider.

25. *PENALTY FOR NON-PERFORMANCE*

25.1 The Service Provider shall be liable for a performance deduction, if the Service Provider in rendering any of the Services required under the Scope of Works, as amended from time to time,

25.1.1 delays in performing any of the Services;

25.1.2 fails to perform any of the Services;

25.1.3 fails to perform any of the Services to the standard required in the Scope of Works, as amended from time to time.

25.2 The performance deduction shall be calculated in accordance with the formula detailed in the Scope of Works.

25.3 *The Service Provider shall not be liable for a performance deduction, if the Service Provider is unable to perform due to no fault of his own, his employees, agents or representatives.*

26. *PAYMENTS*

26.1 *The Service Manager will evaluate the Service Provider's performance on a monthly basis.*

26.2 *The Service Provider shall submit a monthly certificate taking into account the following:*

26.2.1 *the assessment of the Services rendered during the assessment month, including routine services, management fees, and services using call down rates;*

26.2.2 *adjustments in terms of the pricing data;*

26.2.3 *additional work rendered by the Service Provider;*

26.2.4 *CPAP adjustment where stated in the Contract Data; and*

26.2.5 *VAT. Vat will be indicated separately in all documents.*

26.3 *If the Service Provider elects a security of 2,5% retention, or a 1,25% cash and 1,25% retention, then 5% of all moneys (excl. VAT) in the monthly certificate assessed by the Service Manager as being due to the Service Provider will be retained until such time as the amount retained equals 2.5% or 1,25%, whichever is applicable, of the Contract Sum (excl. VAT)*

26.4 *The monthly certificate shall be supported by a detailed report substantiating the Services rendered at each Facility during the month under assessment.*

26.5 *The monthly certificate shall be assessed by the Service Manager. If the Service Manager agrees with the certificate, he will issue a statement within 14 days of the receipt of the certificate, taking into account inter alia the following:*

i. Deductions for penalties;
ii. Deductions for overpayments;
iii. Deductions for retention
iv. Deductions for damages.

26.6 *The Service Provider shall, on receipt of the statement referred to in 26.5, issue to the Employer a tax invoice in the amount reflected in the statement. The Employer shall effect payment to the Service Provider within 16 days of receipt of the tax invoice.*

26.7 *If the Service Manager does not agree with the certificate issued by the Service Provider in terms of Clause 26.2, the Service Manager shall within 14 days of receipt of the certificate, issue a statement in the amount to which the Service Manager agrees and shall give reasons for rejecting the balance of the claim indicated in the statement.*

26.8 *The Service Provider shall furnish the Employer with a tax invoice in the amount indicated in the statement referred to in Clause 26.7.*

26.9 *With regards to the claim in dispute, the Service Provider may, within 14 days of the Service Manager issuing the statement referred to in 26.7, submit a revised certificate or a justification for his claim or declare a dispute in terms of 34.*

26.10 *If it is later resolved that the amount in dispute or any part thereof is owing to the Service Provider, the Employer shall be liable for interest thereon from 30 days after the issue of the relevant monthly certificate referred to in 26.2 until the date of payment at the interest rate determined from time to time, by the Minister of Finance in terms of section 80 (1)(b) of the Public Finance Management Act, 1999 (Act 1 of 1999), as amended.*

26.11 *All the work shall be evaluated in accordance with the provisions of the Pricing Data.*

26.12 *In assessing the quality of the work presented by the Service Provider, the Employer may enlist the assistance of third persons. In assessing the work the third person shall act reasonably. The selection of such third persons shall be in the absolute discretion of the Employer and the Service Provider shall abide by such selection.*

26.13 *Any and all extra costs incurred by the Service Provider, resulting from the Service Provider having to address and/or rectify queries arising from a claim submitted in respect of work done, shall be for the account of the Service Provider.*

27. *RELEASE OF SECURITY*

27.1 *If the Service Provider has furnished a security by way of a variable guarantee of 2.5% of the Contract Sum (excl. VAT), the security will be reduced and be released in accordance with the provisions of such variable guarantee.*

27.2 *If the Service Provider elects to furnish a security by way of a cash deposit of 2.5% of the Contract Sum (excl. VAT), then the security will be released as follows:*

27.2.1 *annually in equal portions, subject to 27.2.2 and 27.2.3;*

27.2.2 *95% of the last annual portion of retention shall be released within 30 days of the expiry of the Service Period;*

27.2.3 *the remaining retention shall be released within 30 days of the issue of the Certificate of Completion.*

27.3 *If the form of security selected is:*

(a) *a retention of 2.5% of the Contract Sum (excl. VAT); or*
(b) *a 1,25% cash deposit and a 1,25% retention of the Contract Sum (excl. VAT),*

then security will only be released after the 2,5% or 1,25% retention respectively has been accumulated, as follows:

27.3.1 *annually in equal portions, subject to 27.3.2 and 27.3.3;*

27.3.2 *95% of the last annual portion of retention shall be released within 30 days of the expiry of the Service Period;*

27.3.3 *the remaining retention shall be released within 30 days of the issue of the Certificate of Completion.*

28. *OVERPAYMENTS*

28.1 *If any overpayment of whatever nature is made to the Service Provider, the Service Provider shall be obliged to repay such amount to the Employer and the Employer shall be entitled to deduct such over payment from any amount due to the Service Provider, in respect of this Contract or any other contract, which the Employer may have with the Service Provider. The Employer shall be entitled to claim interest on any and all overpayments made to the Service Provider at the rate prescribed, from time to time, by the Minister of Finance in terms of section 80 (1)(b) of the Public Finance Management Act, 1999 (Act 1 of 1999), as amended.*

29. *COMPLETION*

28.1 *At the expiry of the Service Period the Service Manager shall furnish the Service Provider with a written list of Employer's Assets and Data handed over at commencement of the Contract and accumulated during the Contract Period.*

29.2 *At the expiry of the Contract Period, the Service Manager shall issue to the Service Provider a Certificate of Completion.*

29.3 *Upon the issue of a Certificate of Completion, unless otherwise provided in the Contract:*

29.3.1 *The Guarantee shall be returned, if applicable.*

29.3.2 *The final cash deposit or retention, whichever is applicable, shall be reduced to zero.*

30. *ASSIGNMENT*

30.1 *The rights and obligations of the Parties in terms of this Contract shall not be ceded, assigned, delegated, or otherwise transferred, by either Party to any person outside of the Service Provider and the Employer, save with the prior written consent of the other Party.*

30.2 *Each Party warrants that he is acting as a principal and not as an agent of an undisclosed principal.*

31. *INDULGENCES*

31.2 *No extension of time, latitude or other indulgences which may be given or allowed by either Party to the other shall constitute a waiver or alteration of this Contract, or affect such Party's rights, or prevent such Party from strictly enforcing due compliance with each and every provision of this Contract.*

32. *OWNERSHIP AND PUBLICATION OF DOCUMENTS*

32.1 *The Employer will become the owner of the information, documents, advice, recommendations and reports collected, furnished and/or compiled by the Service Provider during the course of, and for the purposes of executing this Contract, all of which will be handed over to the Employer, unless otherwise stipulated in the Contract, within ten (10) days of request therefor, but in any event on the termination and/or cancellation of this Contract for whatever reason. The Service Provider relinquishes its retention or any other rights to which it may be entitled.*

32.2 *The copyright of all documents, recommendations and reports compiled by the Service Provider during the course of and for the purposes of finalising Services, and the Contract as a whole, will vest in the Employer, and may not be reproduced or distributed or made available to any person outside the Employer's service, or to any institution in any way, without the prior written consent of the Employer. The Employer shall have the right to use such material for any other purpose without the approval of, notification to or payment to the Service Provider.*

32.3 *The copyright of all electronic aids, software programmes etc. prepared or developed in terms of this Contract shall be vested in the Employer, who shall have the right to use such material for any other purpose without the approval of, information or payment to the Service Provider.*

32.4 *In case of the Service Provider providing documents or material to the Employer, the development of which has not been at the expense of the Employer, copyright shall not be vested in the Employer. The Service Provider shall be required to indicate to which documents and/or materials this provision applies.*

32.5 *The Service Provider hereby indemnifies the Employer against any action or claim that may be instituted against the Employer and for any damages suffered or legal costs (including costs on an attorney and client scale) incurred on the grounds of an alleged infringement of*

any copyright or any other intellectual property right in connection with the work outlined in this Contract.

32.6 *All information, documents, recommendations, programmes and reports collected or compiled must be regarded as confidential and may not be communicated or made available to any person outside the Employer's service and may not be published either during the currency of this Contract or after termination thereof without the prior written consent of the Employer.*

33. *BREACH OF CONTRACT*

33.1 *In the event of a breach by the Service Provider of any of the terms and conditions of this Contract, the Employer shall issue a notice of non- compliance requiring compliance within 10 (ten) days. In the event that the Service Provider fails to remedy such breach on expiry of the notice period, then the Employer shall without prejudice to any other rights that it may have, be entitled to exercise any or all of the following rights:*

33.1.1 *Enforce strict compliance with the terms and conditions of the Contract;*

33.1.2 *To terminate this Contract without prejudice to any other rights it may have;*

33.1.3 *To suspend further payments to the Service Provider;*

33.1.4 *To appoint other service providers to complete the execution of the Services, in which event the Service Provider shall be held liable for costs incurred in connection with and arising from the appointment of such a service provider as well as damages suffered.*

33.2 *The Service Provider agrees to, within ten (10) days of written request from the Employer, give access to and to make available all information, documents, programmes, advice, recommendations and reports collected, furnished and/or compiled by them to enable the Employer to assume responsibility for and the benefit of the project as a whole.*

33.3 *In the event of breach by the Employer of the terms and conditions of this Contract, and in the event of the Employer remaining in breach after ten (10) days' written notice calling for rectification of the breach, the Service Provider shall be entitled to:*

33.3.1 *enforce strict compliance with the terms and conditions of the Contract; or*

33.3.2 *terminate the Contract by delivering written notice to the Employer to that effect to the extent that such breach is of a material term of this Contract.*

34. *STOPPAGE AND/OR TERMINATION OF CONTRACT*

34.1 *The Employer reserves the right to terminate this Contract or temporarily stop the Services, or any part thereof, at any stage of completion.*

34.2 *The Employer shall have the right to terminate this Contract without prejudice to any of its rights upon the occurrence of any of the following acts:*

34.2.1 *on breach of this Contract by the Service Provider as stipulated in Clause 33;*

34.2.2 *on commencement of any action for the dissolution and/or liquidation of the Service Provider, except for purposes of an amalgamation or restructuring approved in advance by the Employer in writing;*

34.2.3 *if the Service Provider receives a court order to be placed under judicial management or to commence liquidation proceedings that is not withdrawn or struck out within five (5) days;*

34.2.4 *if the Service Provider informs the Employer that it intends to cease performing its obligations in terms of this Contract;*

34.2.5 *if the Service Provider informs the Employer that it is incapable of completing the Services as described; or*

34.2.6 *if in the opinion of the Employer the Service Provider acted dishonestly;*

34.3 *The Employer reserves the right to, even in the absence of breach or the events referred to in 34, terminate this Contract at any time, by giving one (1) calendar month written notice to the Service Provider.*

34.4 *Further, the Contract shall be considered as having been terminated:*

34.4.1 *where the Employer stops the Contract and/or the Project and instructions to resume or reinstate the Services are not issued within twelve (12) months of the instruction; or*

34.4.2 *if instructions, necessary for the Service Provider to continue with the Services after a stoppage instruction, are not received from the Employer within three (3) months after such instructions were requested by the Service Provider.*

34.5 *Should the Contract between the Employer and the Service Provider, or any part thereof, be terminated by either of the Parties due to reasons not attributed to the Service Provider:*

34.5.1 *The Service Provider will be remunerated for the appropriate portion of the Services satisfactorily completed, calculated in accordance with the agreed rates.*

34.5.2 *Invoices for work done shall be submitted to the Employer within three (3) months after the termination of the Contract, failing which the Employer will not be obliged to pay same.*

34.5.3 *The Service Provider shall not be entitled to advance a right of retention or any similar right if this Contract is terminated and specifically agrees to, within ten (10) days of written request from the Employer, give access to and to make available all information, documents, programmes, advice, recommendations and reports collected, furnished and/or compiled by them to enable the Employer to assume responsibility for and the benefit of the Contract as a whole.*

35. *DISPUTE RESOLUTION*

35.1 *In the event of a dispute, the Parties shall endeavour to resolve such dispute through negotiation, in good faith.*

35.2 *If the Parties fail to resolve a dispute through negotiation as mentioned in 35.1, within 14 days of a dispute being declared, the Parties may by written agreement refer the matter to mediation.*

35.3 *The mediator shall be a person agreed to by the Parties, failing agreement, the President: South African Facilities Management Institute shall nominate the mediator.*

35.4 *Whether or not mediation resolves the dispute and irrespective of the outcome of thereof, the Parties shall bear their own costs arising from the mediation and shall equally share the costs of the mediator and related costs. The mediator and the Parties shall, before the commencement of the mediation, agree on a scale of fees on which the mediator's fees will be based.*

35.5 *The Parties shall appoint the mediator within 21 days of agreeing to mediate.*

35.6 *On appointment of the mediator, the Parties shall jointly with the mediator decide on the procedure to be followed, representation, dates and venue for the mediation.*

35.7 *If the dispute or any part thereof is settled, the agreement shall be recorded by the mediator and signed by both Parties. The agreement shall be binding on the Parties to the extent that it correctly records the issues agreed upon between the Parties.*

35.8 *If the dispute or any part thereof remains unresolved, it may be resolved by litigation proceedings.*

35.9 *If the mediator or any Party, at any time during the mediation process, is of the opinion that the mediation will not resolve the dispute, then he may in writing stop the mediation process. The dispute may then be dealt with in terms of 35.8.*

35.10 *Notwithstanding anything else herein contained to the contrary, it is agreed that irrespective of the fact that the dispute is referred to negotiation, mediation or litigation in court, the decision of the Employer on the dispute involved will immediately be given effect to by the Service Provider and the Service Provider shall proceed with the Services with all diligence unless the Parties agree otherwise in writing.*

36. *GENERAL*

36.1 *This is the entire Contract between the Parties and may only be amended if reduced to writing and signed by the duly authorised representatives of both Parties, whereafter such amendments will take effect.*

36.2 *The Contract shall be governed by, construed and interpreted according to the law of the Republic of South Africa.*

37. *DOMICILIUM CITANDI ET EXECUTANDI*

37.1 *The domicilium citandi et executandi of the Parties for all purposes arising from this Contract for the service of notices and legal process shall be as specified by the Parities in the Contract Data.*

37.2 *Each of the Parties shall be entitled at any time by way of written notice to the other Party, to change its domicilium citandi et executandi to another physical address.*

37.3 *Any notice in terms of the conditions of the Agreement must either be:*

37.3.1 *delivered by hand during normal business hours of the recipient; or*

37.3.2 *sent by prepaid registered post to the address chosen by the addressee.*

37.4 *A notice in terms of the provisions of this Agreement shall be considered to be duly received:*

37.4.1 *if hand-delivered on the date of delivery;*

37.4.2 *if sent by registered post as indicated in clause 37.3.2 above, ten (10) days after the date it was posted, unless the contrary is proved.*

37.5 *Notwithstanding anything to the contrary contained or implied in this Agreement, the written notice or communication actually received by one of the Parties from the other, including by way of facsimile transmission, shall be adequate written notice or communication to such Party.*

37.6 Any notice, request, consent, or other communication made between the Parties pursuant to the Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or one day after being sent by facsimile to such Party at the number specified in the Contract Data or one week after being sent by registered post to the addressee specified in the Contract Data.

REPUBLIC OF SOUTH AFRICA



DEPARTMENT OF PUBLIC WORKS

TENDER

FOR

MAINTENANCE, OPERATION AND REPAIRS TO

STEAM BOILERS

AT NELSPRUIT PRISON

MPUMALANGA AREA

FINANCIAL YEAR 2026 / 2027

OFFICE OF THE REGIONAL MANAGER
DEPARTMENT OF PUBLIC WORKS
PRIVATE BAG X 11280
NELSPRUIT
1200

NOTES TO TENDERERS:

public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE

BOILER TERM CONTRACT - MECHANICAL

TECHNICAL SPECIFICATION FA - STEAM GENERATING MAINTENANCE AND OPERATIONS

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FA 01 SCOPE

(a) This specification covers the general term contract for the steam generating maintenance and operations which include the following type of coal-fired boiler:

(i) Fire-tube type boilers with chain grate stokers

(b) This specification also covers the term contract to the following ancillary boiler and boiler house equipment:

(i) Coal handling equipment
(ii) Ash handling equipment
(iii) Grit collectors and chimneys
(iv) Chain grate and underfeed stokers
(v) Induced draught fan and damper controls
(vi) Forced draught fan and damper controls
(vii) Boiler level controls and alarms
(viii) Feed-water pumps
(ix) Hot well tanks
(x) Water treatment plant and equipment
(xi) Coal chutes and hoppers
(xii) Boiler main steam valves, safety valves, non-return valves, blow-down and drain valves

(xiii) Soot blower (if applicable)
(xiv) Refractories
(xv) Instrumentation and controls
(xvi) Electrical control panel
(xvii) Spares and tooling
(xviii) Insulation and cladding
(xix) Ladders and landings.

(c) This specification also addresses the following:

(i) Hydraulic testing and internal and external inspections
(ii) Boiler efficiencies
(iii) Operating of boilers
(iv) Coal quality and control.

(d) This specification shall form an integral part of the term contract for the contract document, and shall be read in conjunction with the additional and particular specifications compiled as part of this document.

This specification shall act as a guideline to the Particular Specification and, in the event of any discrepancies between the Technical Specification and the Particular Specification, the latter shall take precedence.

The Contractor shall at all times adhere to this specification unless otherwise specified in the Particular Specification.

FA 02 STANDARD SPECIFICATIONS

FA 02.01 GENERAL STANDARD SPECIFICATIONS, REGULATIONS AND CODES

The latest edition, including all amendments up to date of tender, of the following specifications, publications and codes of practice shall be read in conjunction with this specification and shall deemed to form part thereof:

FA 02.01.01 SANS and other specifications and codes

SANS 10400 (all parts) - The applications of the building regulations
SANS 10142 (all parts) - Code of practice for the wiring of premises
SANS 10140 - Identification color marking
SANS 10044 - Parts I to IV: Welding
SANS 460 - Copper tubes for domestic plumbing
SANS 10103 - The measurement and rating of environmental noise with respect to annoyance and speech communications.

SANS Specifications listed on page 3 of the DPW specification OWG 371

CKS 332 - Specifications for industrial V-belts

Atmospheric Pollution Prevention Act, No 45 of 1965

BS 2790
BS 1740
BS 21
BS 1640

FA 02.01.02 Department of Public Works specifications

OWG 371 A&B - Specification of materials and methods to be used (latest version)
STD.PWD.VII - Standard Specification for steam boiler installations (Issue VII

1997)
- Standard Specification for electrical installations and equipment pertaining to mechanical installations

FA 02.01.03 Occupational Health and Safety Act of 1993

All regulations and statutory requirements as laid down in the latest edition of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) shall be adhered to.

FA 02.01.04 Manufacturers' specifications, codes of and practice and installation instructions

All equipment and materials shall be installed, maintained strictly in accordance with the manufacturers' specifications, instructions and codes of practice.

FA 02.01.05 Municipal regulations, laws and by-laws

All municipal regulations, laws, by-laws and special requirements of the Local Authority shall be adhered to unless otherwise specified.

FA 02.01.06 CSIR Publications

Technical Guide K15, CSIR 1970: A guide to water treatment in low-pressure and medium-pressure boilers

FA 03 VARIATIONS AND ADDITIONS TO STANDARD SPECIFICATIONS

The following additional general specifications and requirements shall be read in conjunction with this specification and shall be adhered to unless otherwise specified in the Particular Specification.

FA 03.01 GENERAL REPAIR AND INSTALLATIONS REQUIREMENTS

(a) All materials and equipment supplied and installed shall be of new high quality, design and manufactured to the relevant specifications, suitable for providing efficient, reliable and trouble-free service.

(b) All work shall be executed in a first-class workman-like manner by qualified tradesmen.

(c) All equipment, component parts, fittings and materials supplied and/or installed, shall conform in respect of quality, manufacture, test and performance to the requirements of the applicable current SANS specifications and codes, except where otherwise specified or approved by the Departmental Representative in writing.

(d) All materials and workmanship which, in the opinion of the Departmental Representative, is inferior to that specified for the work will be condemned. All condemned material and workmanship shall be replaced or rectified as directed and approved by the Departmental Representative.

(e) The Contractor shall submit a detailed list of the equipment and material to be used to the Departmental Representative for approval before placing orders or commencing installation.

(f) All new equipment, materials and systems shall be installed and positioned such as to not impede on access routes, entrances and other services. The Contractor shall coordinate these items taking other services and equipment into account.

(g) All control equipment and serviceable items shall be installed and positioned such that they will be accessible and maintainable.

(h) The Contractor shall make sure that all safety regulations and measures are applied and

enforced during the repair, operations and maintenance periods to ensure the safety of the public and User Client.

(i) Repair work shall be programmed in accordance with General Decommissioning, Testing and Commissioning Procedures, to ensure the shortest possible down-time of any service and the least inconvenience to the User Client and the public. The Contractor shall make sure that the necessary notifications and notices are timeously put into place for these activities.

FA 04 OPERATING AND MAINTENANCE MANUALS

The Contractor shall be responsible for the compilation of an inventory list and operating and maintenance manuals.

All information shall be recorded and reproduced in electronic format, as well as three sets of hard copies to be supplied to the Department.

Over and above what is specified in Operating and Maintenance Manuals, the operating and maintenance manual to be compiled shall be structured to include at least the following:

(a) System description

Complete system description and the working of the plant.

(b) Commissioning data

Complete commissioning, test and inspection data of plant.

(c) Operating data

(i) Plant running check list and frequency of servicing required;
(ii) Safety precautions to be implemented;
(iii) Manual and automatic operation;
(iv) Operator's duties (logging requirements);
(v) Lubricating oils and service instructions;
(vi) Pre-start checklist for each system;
(vii) Starting and stopping procedures.

(d) Mechanical equipment

(i) Description of all major items with the make, model number, names, addresses and telephone numbers of the suppliers, manufacturer or their agents;
(ii) Design capacities of all equipment, including selection parameters, selection curves, capacity tables, etc;
(iii) Manufacturers' brochures and pamphlets;
(iv) Schedule of spares with part numbers recommended to be held as stock.

(e) Maintenance instructions

(i) Schedule of maintenance particulars, frequency of services and replacements;
(ii) Trouble-shooting guide;
(iii) Part number of all replacement items and spares;
(iv) Capacity curves of pumps, fans and compressors;
(v) Serial numbers of all items of equipment.

(f) Electrical equipment

(i) Schedule of equipment, indicating manufacturer, type, model number, capacity and addresses and telephone numbers of suppliers;

(ii) Maintenance instructions;
(iii) Manufacturers' brochures and pamphlets;
(iv) Complete as-built circuit diagrams and diagrammatic representation of interconnections of all electrical equipment.

(g) Instrumentation and control

(i) Description of each control system;
(ii) Schedule of control equipment indicating manufacturer, type, model number, capacity and addresses and telephone numbers of suppliers;
(iii) Maintenance instructions;
(iv) Manufacturer's brochures and pamphlets.

(h) Drawings

(i) Paper prints of all as-built mechanical and electrical drawings;
(ii) Wiring diagrams framed behind glass shall be mounted adjacent to each relevant control panel.

FA 05 LOGGING AND RECORDING PROCEDURES

The Contractor shall under this term contract institute a logging and recording system as part of his maintenance control plan as defined in General and Maintenance. This shall consist of a log and record book which shall be utilized to log and record all operations, faults, system checks, breakdowns, maintenance visits, inspections, coal delivery, chemical and salt deliveries, ash removal, readings, etc.

The logbook shall be kept in a safe place inside the boiler house and shall only be utilized by the boiler house supervisor, the Contractor and the Departmental Representative. Copies of the monthly entries and recordings into the logbook shall be submitted by the Contractor together with his monthly report to the Departmental Representative.

The logbook shall be structured to include at least the following:

(a) Daily inspection and maintenance actions;
(b) Monthly inspection and maintenance actions;
(c) Three-monthly inspection and maintenance actions;
(d) Six-monthly inspection and maintenance actions;
(e) Annual inspection and maintenance actions;
(f) Breakdown reports;
(g) Daily boiler plant operating conditions, observations, recordings and measurements (including CO2 measurement, steam consumption if available, steam pressure, water meter readings, etc);
(h) Statutory inspection and test comments and reports;
(i) Coal delivery report, stating the date, quality, quantity and delivery vehicle registration number;
(j) Chemical and salt delivery reports, stating the date, quantity, description and vehicle registration number;
(k) Ash removal report, stating the date and vehicle registration number.

The Contractor shall also institute an attendance register which shall be kept in a safe place inside the boiler house. This register shall be completed by all persons visiting the boiler house, including:

(a) Boiler house operators, cleaning staff and supervisor
(b) Contractor and maintenance personnel
(c) Inspectors
(d) Department personnel
(e) Departmental Representative.

The register shall state the date, time-in, time-out, name, company and reason for visit.

A copy of the register shall be submitted by the Contractor together with his monthly report.

FA 06 TESTS AND INSPECTIONS ON COMPLETION OF REPAIR WORK

Except where otherwise provided in the Contract, the Contractor shall provide all labour, materials, power, fuel, accessories and properly calibrated and certified instruments necessary for carrying out such tests. The Contractor shall make arrangements for such tests and shall give at least 72 hours written notice to the Departmental Representative, before commencing the test.

In the event of the plant or installation not passing the test, the Department shall be at liberty to deduct from the Contract amount all reasonable expenses incurred by the Employer or the Departmental Representative attending the repeated test.

Whenever any installation or equipment is operated for testing or adjusting as provided for above, the Contractor shall operate the entire system for as long a period as may be required to prove satisfactory performance at all times in the occupied space served by that system for up to twenty-four hours a day continuously until the system is handed over.

The Contractor shall provide all labour and supervision required for such operation and the Department may assign operating personnel as observers, but such observation time shall not be counted as instruction time.

After completing the installation or system, all equipment shall be tested, adjusted and readjusted until they operate to the satisfaction and approval of the Departmental Representative.

The Contractor shall submit certificates of tests carried out to prove the efficiency of all equipment, as well as certificates to be obtained from all relevant authorities and statutory bodies, etc.

FA 07 QUALITY ASSURANCE SYSTEM

The Contractor shall institute an approved quality assurance (QA) system which shall be submitted to the Departmental Representative for approval. The records of this QA system shall be kept throughout the duration of the Contract and submitted to the Departmental Representative at regular intervals as required.

FA 08 COMMISSIONING AND RE-COMMISSIONING OF PLANT AND INSTALLATION

FA 08.01 GENERAL

On completion of the repair work and/or the installation of new systems the plant and equipment shall be put into operation after all tests and adjustments have been carried out to the satisfaction of the Departmental Representative. Where new plant is installed, the Contractor shall run and operate the system for a period of time as specified by the Departmental Representative and train the staff of the User Client to operate and maintain the system.

Logging of the operation of the installations shall commence immediately upon startup.

The Contractor shall submit a full commissioning report.

FA 08.02 RE-COMMISSIONING OF BOILERS AND ANCILLARY EQUIPMENT

On completion of the statutory inspections and tests or major boiler repairs the Contractor shall re-commission the boiler and its ancillary equipment. This operation shall be done strictly in accordance with the manufacturer's specification and shall be witnessed by the Departmental Representative. This shall include but not be limited to the following:

(a) All required pre-commissioning mechanical checks:

(i) Check boiler shell waterside to ensure that it is clean of all residue and foreign matter.

(ii) Check that all fittings, hand holes, manholes, blow-down valves, pipe connections, etc, are properly secured and installed in accordance with the manufacturer's specification.
(iii) Clean out feed pump strainers.
(iv) Check that all joint seals are replaced with new and properly installed.
(v) Check boiler shell gas side to ensure that it is clean of any dust, slag, ash, loose refractory waste material, etc.
(vi) Check and inspect all refractory work for compliance with manufacturer's specification.
(vii) Check that all tube holes has been brushed and free of any foreign matter.
(viii) Check that all moving components are free to move and that they are securely installed.
(ix) Check all expansion joints and seals. Reinstall all covers and doors and check that they are properly secured.
(x) Check that the stoker is properly installed and that all components are installed in accordance with manufacturer's specification. These checks shall include alignment, tensioning, movement of grate without obstruction, seals, movement of dampers, guillotine door, grate links, set points, secureness of all equipment and components.
(xi) Check for the correct installation and operation of the soot blowers.
(xii) Check and record that all lubrication to equipment and components have been done in accordance with manufacturer's specification.
(xiii) Check that the FD and ID fans have been correctly installed and reassembled in accordance with manufacturer's specification.
(xiv) Check and clean grit collector and ensure that grit discharge port seals are in place and seal properly
(xv) Check that chimneys are clean and securely supported and fixed.
(xvi) Check and ensure that all valves and safety valves are correctly installed and in the correct operating position, safety valves to be set in accordance with the required blow-off pressure for this installation.
(xvii) Check and clean out hot well tank and flush out water supply to boilers.

(b) All required pre-commissioning electrical checks

(i) Check all wiring connections for tightness and repair any hot connections.
(ii) Check that all electrical equipment have been properly reconnected in accordance with the manufacturer's specification.
(iii) Perform and record all required electrical insulation tests on equipment.
(iv) Check and test all controls with main circuits isolated.
(v) Check all motor-driven equipment for correct rotational directions.
(vi) Check and test the operation of all indication and warning lights.
(vii) Check, set, record and readjust all equipment control and set points in accordance with manufacturer's specification.
(viii) Run all motor-driven equipment for a period to ensure free movement and correct operation, feed pumps only to be operated for a short interval to check rotation.

(c) Commissioning of the boiler

On completion of the pre-commissioning checks the Contractor shall proceed with the commissioning of the boiler. This shall be done strictly in accordance with the manufacturer's specification and shall include but not be limited to the following:

(i) Fill boiler with feed water from the hot well tank to the prescribed level in the manner as described by the manufacturer.
(ii) During this process all level and warning system checks shall be performed on the water level control system.
(iii) The feed pump's operation must be tested and indication lights checked.
(iv) Check, test and set up water softener and chemical dosing equipment to the required water quality for the boiler.
(v) Set and adjust all stoker controls in accordance with the manufacturer's

specification.

(vi) Set and adjust ID and FD damper controls in accordance with the manufacturer's specification.

(vii) Set and adjust combustion controls in accordance with the manufacturer's specification.

(viii) Set and test steam pressure detector to the correct boiler operating pressure.

(ix) Check the operation of the guillotine door and adjust to the required starting coal bed depth.

(x) Check the coal hopper and coal level controls. Check and ensure that the coal conveying system operates and that the coal is at the correct level inside the hopper.

(xi) Check and test the draught gauges for the correct operation.

(xii) Proceed with lighting the fire.

(xiii) Bring boiler up to steam, following the correct procedures as described by the manufacturer and ensuring correct combustion, coal bed depth, ignition line, etc, and that all controls are functioning properly and are set in the correct position.

(xiv) When operating pressure has been reached the steam valve to the system has to be cracked open until full supply pressure to system is achieved, on which the valve can be fully opened.

(xv) During the load conditions the boiler has to be readjusted and finally switched to automatic operation on completion of all automatic control functions for correct operation.

The Contractor shall visit, inspect, test and readjust the boiler over the 30-day period following the re-commissioning to ensure the correct functioning of the boiler and its associated equipment.

FA 09 GUARANTEE OF INSTALLATION AND EQUIPMENT

The Contractor shall provide guarantees obtained from the manufacturer(s) and/or supplier(s) to the effect that each piece of new equipment, supplied and installed under the repair work, complies with the required performance and will function as part of the complete system.

All new equipment, including, the complete new installations and the systems as a whole shall be guaranteed for a period of 12 (twelve) months commencing upon day of issue of certificate of completion for repair work of the installation.

FA 10 MAINTENANCE TOOLS AND SPARES

Each boiler house shall be equipped with the necessary maintenance tools and spares required by the specific type of boilers and installation for the daily operation and maintenance of the plant. At the start of the term contract the Contractor shall in the presence of the Departmental Representative make an inventory of the existing tools and spares, and any shortfall or damaged tools and spares shall be replaced with new. All replacement tools and spares shall be as specified by the boiler and equipment manufacturers. These tools and spares shall be kept in a lockable room or cabinet of which the boiler house supervisor and the Contractor shall carry keys. The Contractor shall on a monthly basis take stock of these items in the presence of the boiler house supervisor and record and report to the Departmental Representative.

The tools and spares to be carried shall include but not be limited to at least the following:

(a) Tools

Manhole spanner
Hand hole spanner
Blow down spanner
Grate crank handle
Ash shovel

FA 11 COAL DELIVERY RECORDING AND CONTROL

As part of this term contract, the Contractor shall, in collaboration with the User Client and coal provider, institute a quality and delivery control plan for each boiler house. This control plan shall consist of a set of records to be completed with each coal delivery, stating the following:

(a) Delivery note number (client responsibility)
(b) Date of coal delivery
(c) Quantity of coal delivered
(d) Type of coal delivered, as specified by boiler manufacturer
(e) Coal sample identification number
(f) Contractor's signature on acceptance of information and coal sample
(g) Coal deliverer's signature
(h) Boiler house supervisor's signature
(i) Comments by any contract role players

The Contractor shall be responsible for taking a sample of each batch of delivered coal and sending it to an approved laboratory for confirmation that the coal samples conform to the agreed type of coal for the specific installation. The result of the tested sample shall contain the following:

(a) Various coal sampled mesh sizes
(b) Calorific value
(c) Moisture content
(d) Ash content
(e) Ash fusion temperature
(f) Volatile content.

The results of these tests shall be submitted to the Departmental Representative.

The recorded information shall also be utilized to determine the boiler efficiency, together with other relevant information to be gathered.

The Contractor shall, in collaboration with the Departmental Representative, institute the necessary measures to ensure the safe keeping and security of the coal storage.

All the relevant recorded information shall be submitted monthly together with Contractor's maintenance schedules to the Departmental Representative.

FA 12 ASH REMOVAL RECORDING AND CONTROL

In most instances, the boiler ash is removed and is the responsibility of the client DCS. On instruction and as part of this term contract, the Contractor shall in collaboration with the Departmental Representative to remove boiler ash on a monthly basis, should it not be removed by the client. The contractor shall institute an ash removal control plan for each boiler house. This control plan shall consist of a set of records to be completed with each removal taking place and shall include the following:

(a) Date the ash is removed;
(b) Date of actual ash removal;
(c) Approximate quantity of ash removed;
(d) Ash destination address, to be completed by Removal Company;
(e) Random samples of ash taken and recorded by Contractor;
(f) Contractor's signature on acceptance of information;
(g) Removal company signature;
(h) Boiler house supervisor's acceptance signature;
(i) Comments by any party.
(j) Particulars of approved dumping site as indicated by the client, including certification after delivery

The Contractor shall at random take samples of the ash and send it to an approved laboratory for analysis in order to determine the amount of un-burnt carbon. The un-burnt carbon in the ash should normally not be more than 20 % per volume.

The Contractor shall, in collaboration with the User Client and the Departmental Representative, also institute a control plan to ensure safe handling and storing of the ash.

All the relevant recorded information shall be submitted, together with Contractor's maintenance schedules, monthly to the Departmental Representative.

FA 13 **WATER TREATMENT CHEMICAL DELIVERIES AND CONTROL**

As part of this term contract, the Contractor shall, in collaboration with the User Client and chemical supplier, institute a quality and delivery control plan for each boiler house. The control plan shall consist of a set of records to be kept up to date with each delivery of chemicals, stating the following:

(a) Delivery note number
(b) Date of delivery
(c) Type and quantity of salts and chemicals delivered
(d) Make-up water volume, recorded regularly
(e) Feed-water volume, recorded regularly
(f) Random sampled feed-water recorded by chemical supplier
(g) Contractor's signature on acceptance of information
(h) Chemical supplier deliverer's signature
(i) Boiler house supervisor's signature
(j) Comments by any party.

The type of salts and chemicals to be accepted as in compliance with the specification shall be agreed between the User Client and the Departmental Representative, and shall be applicable to the type of boilers employed, as well as the make-up water supplied to the feed tank.

The Contractor shall ensure, together with the chemical supplier, that at regular intervals the boiler feed-water be sampled and analyzed, feed-water treatment equipment be adjusted to ensure the correct dosing percentages and treatment for the specific installation.

The Contractor shall, in collaboration with the User Client and Departmental Representative, also institute a control plan to ensure safe handling and storing of the chemicals.

All the relevant recorded information shall be submitted, together with Contractor's maintenance schedules, monthly to the Departmental Representative.

Where the Contractor specified in the Particular Specification and/or Schedule of Quantities shall be responsible for the supply and delivery to site of the chemicals and salts for the duration of this term contract. The Contractor shall appoint an approved chemical supplier for the delivery of these chemicals and salts. The Departmental Representative reserves the right to send samples of these chemicals and feed water for analysis by an independent laboratory for compliance checks. Chemicals delivered and utilized shall conform to the boiler manufactures specifications

FA 14 **BOILER EFFICIENCY CONTROL**

As part of this term contract, the Contractor shall, in collaboration with the boiler house supervisor, institute a boiler efficiency control plan for each boiler house. The control plan shall consist of a set of records to be completed regularly by monitoring the following:

(a) Date and time entries recorded
(b) Make-up water meter reading
(c) Feed-water to boiler meter reading
(d) Steam pressure gauge reading
(e) CO_2 percentage reading of exhaust gases

(f) Final exhaust gas temperature reading
(g) Furnace pressure gauge reading
(h) Steam flow meter reading if installed
(i) Quantity of coal consumed.

The Contractor shall, in collaboration with the boiler house supervisor, ensure that these records are taken at predetermined intervals to ensure the efficient operation of the plant. Together with the boiler manufacturer's information and the above-mentioned recorded information, the Contractor shall issue a calculation indicating the approximate plant efficiency.

All the relevant recorded information shall be submitted, together with the Contractor's maintenance schedules, monthly to the Departmental Representative. It shall be the responsibility of the Contractor to ensure that the boiler can operate at the design efficiency in all respects.

FA 15 REPAIR WORK TO INSTALLATIONS, SYSTEMS AND EQUIPMENT

FA 15.01 GENERAL

During the term contract all the systems, installations and equipment shall be repaired as specified in the Particular Specification. This repair work shall include but no be limited to the specified Particular Specification details.

All repair work shall be executed using approved materials and equipment suitable to the systems and/or installations they serve. The said repair work shall be executed in accordance with the relevant codes of practice, standards, regulations, municipal laws and by-laws, manufacturer's specifications and codes of practice and all additional and particular specifications included in this document.

The repair work items are listed in tabular form in the Particular Specification with all relevant details, such as capacity, size, manufacturer, model number, etc.

All repair work shall be executed within the period specified in the Appendix to Tender. All new equipment, materials and systems shall be furnished with a written guarantee of a defects liability period of 12 months commencing on the date of issue of a certificate of completion of the repair work. These guarantees shall be furnished in favour of the Department of Public Works.

Repair work items for the steam generating installations are categorized under the following headings:

(a) Statutory inspections and tests

  (i) Internal and external inspection
  (ii) Hydraulic pressure test

(b) Coal-fired boiler

  (i) Boiler shell water side
  (ii) Boiler shell gas side
  (iii) Integral piping
  (iv) Boiler valves and mountings
  (v) Refractories and brickwork
  (vi) Soot blowers
  (vii) Lagging and cladding

(c) Feed-water equipment and controls

  (i) Feed-water tanks
  (ii) Feed-water pumps

(iii) Water level equipment and controls

(d) Combustion and draught equipment

(i) Stoker and stoker controls
(ii) Fans and damper controls
(iii) Combustion controls
(iv) Chimneys
(v) Ducting

(e) Coal handling and conveying equipment

(i) Coal bunker and gratings
(ii) Coal conveying equipment

(f) Ash and grit removal equipment

(i) Grit collectors
(ii) Ash conveying equipment
(iii) Ash and grit trolleys
(iv) Ash storage and handling

(g) Electrical installation, wiring and control panels

(i) Instrumentation and controls
(ii) General electrical power and lighting installation
(iii) Electrical control panels

(h) Water treatment equipment

(i) Water softener
(ii) Chemical dosing equipment

(i) Boiler house ancillary equipment

(i) Blow-down sump
(ii) Ladders and galleries
(iii) Painting of equipment, plant and building.

FA 15.02 STATUTORY INSPECTIONS AND TESTS

The Contractor shall at the commencement of the term contract arrange for the compulsory 12 and 36 month statutory inspections and tests on each of the boilers in his/her contract in accordance with the Occupational Health and Safety Act, 1993. This shall include an internal and external inspection and hydraulic test of the boilers. These inspections and tests shall be performed and certified by an approved inspection authority. The Contractor shall be responsible for all the preparation work and ancillary work as specified. Only one boiler at a time shall be taken out of commission for these purposes in accordance with General Decommissioning, Testing and Commissioning Procedures.

During this period the Contractor shall inspect, service, repair, replace and overhaul all ancillary boiler equipment associated with these boilers. These actions shall be planned in such a manner as to minimize the down-time of the boiler, as well as without influencing the operation of the rest of the plant. All defective equipment shall be replaced and repair work required to the boilers shall be done.

All inspections and findings shall immediately be reported to the Departmental Representative.

FA 15.02.01 Hydraulic pressure testing and internal and external inspections

A hydraulic pressure test and internal and external inspection shall be performed on each boiler in accordance with the requirements of The Occupational Health and Safety Act, No 85 of 1993 as amended and shall be witnessed and certified by an approved inspection authority.

The inspections and hydraulic test shall be performed every 12 and 36 months as prescribed in the Occupational Health and Safety Act of 1993.

In accordance with the regulations the Contractor shall be responsible for providing the necessary tools, workmen, lights, equipment and apparatus which may be required by the Inspector for the purposes of the inspection and tests, and shall include the following equipment and actions:

(a) All equipment, tools, rigging and other facilities necessary for conducting the test and inspections shall be provided.
(b) The boiler test pump and gauges calibration certificates shall be made available prior to commencing the hydraulic testing.
(c) The hydraulic test medium shall be clean cold water. The required test pressure shall be as stipulated in the Occupational Health and Safety Act, No 85 of 1993, as amended.
(d) The maximum rating of any hand-held light source shall be 50 volt.
(e) The hydraulic test date shall be confirmed / negotiated with the approved inspection authority.
(f) All notices as required by the regulations shall be provided and put into place.
(g) The up to date boiler log book and Government boiler register shall be made available to the Inspector.

FA 15.02.02 Boiler preparation for statutory inspection and testing

The following preparation work shall be carried out, prior to the external and internal inspection and hydraulic test, by the Contractor:

a) All electrical supplies and controls to the boiler shall be isolated prior to starting of testing and inspection procedures.
b) The boiler shall be emptied and cleaned. All scale deposits are to be removed from internal shell, tubes and water spaces. Methods to be used shall be approved by the Departmental Representative and shall carry the approval of the boiler manufacturer.
c) Dismantle and remove boiler lagging and cladding where necessary and where directed by the Departmental Representative.
d) Remove stoker from boiler
e) Remove required refractory brickwork from boiler before inspection.
f) All boiler fittings shall be stripped down, de-scaled, machined, re-seated, overhauled and tested to manufacturer's specification by approved Engineering works. These are to be certified as complying with the manufacturer's specification. Each boiler fitting shall be hydraulically tested and witnessed as such by the Departmental Representative.
g) Any boiler fittings found to be beyond repair shall be replaced with new on approval of the Departmental Representative.
h) Remove all manholes, hand hole covers, mud holes and wash-out plugs.
i) Remove boiler fusible plug and replace with new.
j) Clean out and wire brush stacks, smoke boxes, flues and plates.
k) Smoke boxes, stack uptake and domes to be painted in accordance with manufacturer's specification.
l) Tubes to be cleaned, inspected and replaced if necessary.
m) Open and clean out all blow-down and other trenches and replace damaged and

leaking pipework.

n) Chemical cleaning of the tubes shall not be allowed without the consent of the Departmental Representative.

o) Internal parts of the boiler shall only be painted on completion of the successful boiler inspection by the Inspector.

FA 15.02.03 Internal and external inspection

On completion of all the required preparation work the Contractor shall notify the Departmental Representative and shall arrange for the external and internal inspection of the boiler to take place by the approved inspection authority. The inspection shall be certified with relevant comments by the inspection authority.

FA 15.02.04 The hydraulic pressure test

On completion of the necessary preparation work and internal and external inspection and relevant repair work, the Contractor shall prepare for the hydraulic test to be executed, which shall include the following:

(a) Replace all manholes, hand hole covers, mud holes and wash-out plugs. All joints are to be renewed.
(b) Replace boiler refractory brickwork and refractories prior to hydraulic pressure.
(c) Properly clean and expose all boiler seams, stay heads and mountings.
(d) All safety valves, steam valves and other connections to the boiler shall be blanked off prior to starting of testing procedures.
(e) Ensure that all water gauge cocks are in the off-position and that all gauge glass protectors are in place.
(f) The boiler shall be filled with clean water up to the highest opening of the boiler shell.
(g) The system shall be put under the specified hydraulic pressure, with the boiler test pump, at least 15 minutes prior to the witnessing of the hydraulic test pressure.
(h) The pressure shall be maintained for a minimum period as specified by the Inspector.
(i) On completion of the hydraulic test, all boiler controls shall be tested.
(j) Any leaks resulting from the hydraulic test shall be repaired and witnessed by the Departmental Representative. Any repair work shall lead to a new hydraulic test to be witnessed by the Inspector.
(k) The witnessed hydraulic test shall be signed off by the approved inspection authority.
(l) After repair of defects and reinstallation of all equipment, components, lagging, fittings, etc, and approval and certification of all inspections and tests the Contractor shall put the boiler back into operation.

The re-commissioning shall be done strictly in accordance with the boiler manufacturer's specification and shall be witnessed by the Departmental Representative.

FA 15.03 BOILER PLANT EQUIPMENT AND INSTALLATION

Any repair work which may be required on the boiler plant installation shall be executed with approved materials, equipment, methods and tooling suitable for the specific application. The said repair work shall be executed in accordance with the relevant codes of practice, standards, regulations, statutory regulations, manufacturers' specifications and codes of practice and as specified in all additional and particular specifications included in this document. During the statutory inspections and tests the following items are to be repaired and serviced as required by the Inspection Authority, boiler manufacturer and this specification.

FA 15.03.01 Coal-fired boilers

(a) Boiler shell water side

Check and inspect boiler shell for any signs of corrosion, leaks, damages and ensure that the inside is clear of all foreign matter. All scale deposits are to be removed by means of approved method of the boiler manufacturer. If any signs of damage and/or corrosion are observed, the Contractor shall notify the Departmental Representative. Together with the Inspection Authority a decision shall be taken on the approved type of repairs to be implemented, if repair work is possible. All repair work to the boiler shell shall be done in accordance with the boiler manufacturer's specification, by qualified personnel, and shall be approved and witnessed as complying by the Inspection Authority. Check and inspect all internal pipe connections for correct fitting and soundness, ensure that all openings are clear of any foreign matter. Replace all hand hole, manhole and mud hole covers using new joint seals and rings. All existing paint work to boiler shell shall be properly prepared and repainted in accordance with the manufacturer's specification.

(b) Boiler shell gas side

Remove all smoke box covers and doors. Clear and clean out all dust, slag, ash and any foreign matter. Brush and clean out furnace tubes ensuring that no foreign matter is left behind. Boiler furnace tubes are to be inspected by the Inspection Authority. If any tubes are found in need of replacement these shall be done in accordance with the boiler manufacturer's specification, by qualified personnel, and shall be approved and witnessed by the Inspection Authority. All existing paintwork to boiler shell shall be properly prepared and repainted in accordance with the manufacturer's specification. Replace all smoke box covers and doors and ensure that they are all properly secured.

(c) Integral pipe work

All integral pipe work to the boiler to be inspected, cleaned and checked. The Contractor shall ensure that any defective piping, fittings, etc, be replaced and/or repaired in accordance with the manufacturer's specification.

(d) Boiler valves and mountings

All boiler valves including safety, blow-down, steam stop, air release, feed-water check, sequencing, drain valves, etc, are to be stripped, de-scaled, inspected, and overhauled. Where valves are found to be beyond repair these shall be replaced with new ones on approval of the Departmental Representative.

Overhauling of valves shall include repacking of gland packing's, machining and reseating of valve seats and valves. All boiler valves and fittings shall be inspected by the Inspection Authority prior to reassembling. All valves shall be hydraulically pressure tested, prior to refitting, and witnessed by the Inspection Authority.

The Contractor shall ensure that certificates of compliance to the manufacturer's specification are obtained and issued to the Departmental Representative, on all overhauled and refurbished valves, prior to refitting to boilers.

All overhauling and refurbishing work to boiler valves shall be done in accordance with the manufacturer's specification.

All boiler valve mountings on removed boiler valves are to be inspected and replaced with approved new mountings in accordance with the manufacturer's specification, which shall include washers, bolts, nuts, studs, etc.

Safety valves are to be adjusted and tested to the correct blow-off pressure.

(e) Refractories and brickwork

All removed refractories and brickwork during the internal and external inspection are to be replaced with new in accordance with the manufacturer's specification. All other refractories and brickwork not removed shall be inspected and repaired where necessary.

All recasting and replacement brickwork and refractories shall be done with approved materials, tooling, moulds, etc, in accordance with the manufacturer's specification.

On completion of the above work the Inspection Authority shall inspect and certify the work.

(f) Soot blowers

All soot blowers are to be removed, inspected, cleaned, overhauled and refurbished in accordance with the manufacturer's specification. On completion prior to refitting the soot blowers shall be tested in the presence of the Inspection Authority.

(g) Lagging and cladding

Boiler lagging and cladding are to be inspected, repaired and/or replaced where necessary.

On completion of statutory inspections and testing the removed lagging and cladding are to be replaced in an approved manner, replacing damaged sections of cladding and lagging, fixing screws to be properly secured and missing screws replaced. On completion cladding has to be repainted if necessary.

Where lagging and cladding are damaged beyond repair it shall be replaced with approved type as supplied by the manufacturer of the boiler.

FA 15.03.02 Feed-water equipment and controls

(a) Feed-water tanks

The feed-water tank has to be emptied, inspected, cleaned, repaired and refilled and put back into operation. Where only a single feed-water tank exists, this operation shall be carefully planned, as a complete plant shut-down will have to be arranged. This shall be done in close collaboration with the User Client and Engineer, ensuring the minimum shut-down period. Where dual feed-water tanks are present, only one tank at a time shall be taken out of operation for the necessary repair and service work.

The repair work to these tanks shall include at least the following:

(i) Inspect and test the feed-water tank and associated equipment and pipework for any leakages.
(ii) Isolate supply water, condensate inlets and feed-water outlet to tank.
(iii) Empty tank by means of draining it through the drain valves.
(iv) Remove and clean tank of all mud, sediment, scale deposits and foreign matter by means of approved methods.
(v) Carry out all necessary repair work to the tanks and associated equipment and pipework.
(vi) Inspect tank lining for any defects and corrosion and if necessary carry out any required repair actions.
(vii) Inspect, test, repair and replace if necessary the filling mechanism.
(viii) Inspect tank stand for any defects and damages, and carry out the necessary repair work if any.

(ix) Inspect lagging and cladding to feed-water tanks and carry out the necessary repair or/and replacement work.
(x) Refill feed-water tank with clean water and open feed-water supplies to boilers.
(xi) Inspect painting to tank and tank stand and if necessary prepare and repaint.

(b) Feed-water pumps

The feed-water pumps to the boilers are to be inspected, tested, serviced, and repaired together with their associated equipment and pipe work. All repair and service work shall be done strictly in accordance with the manufacturer's specification.

The repair work to the feed-water pumps and equipment shall include at least the following:

(i) Inspect and test the feed-water pumps for correct operation.
(ii) Replace gland packings, seals and gaskets.
(iii) Inspect and test for any bearing noise and replace if necessary.
(iv) Clean out pump strainers, check non-return valves, valves, etc.
(v) Test pump motor windings for balance phases, insulation test and check wiring.
(vi) Inspect pump mountings and repair if necessary.

(c) Water level equipment and controls

The boiler water level and feed pump controls are to be inspected, tested, adjusted, serviced and repaired in accordance with the manufacturer's specification. This shall include at least the following:

(i) Float type water level controls are to be dismantled, stripped, de-scaled, cleaned, serviced, repaired and where necessary replaced.

(ii) All water level controls are to be reassembled, refitted, tested and adjusted in accordance with the manufacturer's specification. The adjustments shall be in accordance with the manufacturer's specification for starting and stopping the pumps.
(iii) Low water level alarms shall be tested, inspected and adjusted to the correct level ensuring that the alarms are sound and indicated.
(iv) Where modulating valves are fitted these shall be inspected, tested, serviced and repaired in accordance with the manufacturer's specification. The pressure relief valve on pump discharge shall be cleaned, serviced, overhauled and readjusted to the correct blow-off level.
(v) Replace water level gauge glasses and gaskets.

FA 15.03.03 Combustion and water treatment

(a) Stoker and stoker controls

The stoker and stoker controls are to be inspected, tested, serviced, and repaired together with their associated equipment. All repair and service work shall be done strictly in accordance with the manufacturer's specification.
(i) The repair work to the stoker, stoker controls and equipment shall include at least the following:
(ii) Remove stoker from boiler furnace during the statutory inspections.
(iii) Inspect and replace burnt or/and damaged chain grate links and rods where necessary.
(iv) Replace chain grate bearings.
(v) Inspect sprockets and replace if required.

(vi) Inspect shafts, rear roller and re-machine or replace if necessary.
(vii) Inspect stoker chassis for straightness, alignment and possible damages, and repair if necessary.
(viii) Inspect undergrate damper guide vanes and ensure that they are clean of any dust, slag and foreign matter.
(ix) Renew and recast all refractories and brickwork in accordance with the manufacturer's specification.
(x) Inspect main worm wheel for any defects and replace if necessary.
(xi) Replace all joint seals with new.
(xii) Reassemble stoker and stoker components.
(xiii) Replace guillotine door support cables.
(xiv) Inspect, service and overhaul stoker drive and gearbox in accordance with the manufacturer's specification.
(xv) Replace shear pin.
(xvi) Adjust and readjust grate tension.
(xvii) Check and adjust fuel bed depth indicator.
(xviii) Lubricate all required lubrication points as directed by the manufacturer.
(xix) Mount FD fan and controls onto stoker.
(xx) Reinstall stoker into boiler furnace in accordance with manufacturer's specification.

(b) Fans and damper controls

The FD and ID fans and associated dampers and damper controls are to be dismantled, stripped, inspected, serviced, repaired and, where necessary, components have to be replaced. All repair and service work shall be done strictly in accordance with the manufacturer's specification.

The repair work to the FD and ID Fans, dampers and damper controls shall include at least the following:

(i) Dismantle and strip down above equipment during the statutory inspections.
(ii) Inspect fan impeller blades, clearances, etc, for correct curvature and clearance adjustment.
(iii) Replace V-belts.
(iv) Replace FD and ID fan bearings with new.
(v) Inspect fan casings and repair if required.
(vi) Clean casing and repaint.
(vii) Inspect damper controls and dampers for free movement, fan impeller clearance adjustment, linkage adjustments, control movements and settings. Repair, service and replace any defective equipment.
(viii) Test fans and pulling motor windings for balance phases, insulation test and check wiring.
(xi) Lubricate all required lubrication points and replace oils as directed by the manufacturer.
(x) Inspect fan mountings and repair if necessary.
(xi) Reassemble and refit fans, damper controls and dampers.

(c) Combustion controls

The combustion control equipment shall be dismantled, stripped, inspected, serviced, repaired and, where necessary, components be replaced. All repair and service work shall be done strictly in accordance with the manufacturer's specification.

The repair work to the combustion control equipment shall include at least the following:

(i) Dismantle and strip down above equipment during the statutory inspections.
(ii) Inspect, service, adjust and repair combustion control equipment.

(iii) Inspect, service, repair and adjust chain drives and linkages.
(iv) Test motor windings for balance phases, insulation and check wiring.
(v) Lubricate all required lubrication points and replace oils as directed by the manufacturer.
(vi) Inspect mountings and repair if necessary.

(d) Smoke stack

The smoke stack shall be inspected and repaired where required. This shall include at least the following:

For self-supporting stacks check torque tension of holding-down bolts, check access door and reseal, inspect smoke stack for any defects and repair if required, clean out the base of the stack, check and repair lagging and cladding if fitted, prepare and repaint where required.

For guyed type smoke stack inspect and replace, if necessary, guy cables and securing points, re-tension guy cables, check and repair lagging and cladding if fitted, prepare and repaint where required.

(e) Ducting

The gas ducting shall be inspected and repaired where necessary. This shall include replacing all joint and expansion seals, cleaning out of ducting of all foreign matter, repairing and/or replacing any defective ducting, prepare and repaint ducting.

FA 15.03.04 Coal handling and conveying equipment

(a) Coal bunker

The coal bunkers or coal storage shall be inspected, cleaned out, and damaged structural elements and brickwork be repaired.

For coal bunkers the coal gratings and supports shall be inspected and all defective and/or damaged sections be repaired and/or replaced as might be necessary. Clear the coal storage area of any foreign objects.

(b) Coal conveying equipment

The coal conveying equipment shall be inspected, serviced, tested, repaired and, where necessary, components be replaced. All repair and service work shall be done strictly in accordance with the manufacturer's specification.

The repair work to the coal conveying equipment shall include at least the following:

(i) Test all equipment for correct functioning.
(ii) For en masse conveyors open covers, inspect links, chains and travelling ducting for any defects and/or damages, repair and/or replace components where necessary.
(iii) For screw elevators inspect bushes, screw, casing, etc, for any defects and/or damages, repair and/or replace components where necessary.
(iv) Inspect, service, lubricate and where necessary repair gear boxes and drives.
(v) Test conveying equipment motor windings for balance phases, insulation and check wiring. Where necessary motors shall be reconditioned.
(vi) Inspect, test, service, adjust and where necessary repair and/or replace hopper coal level equipment.

(vii) Inspect, test, service and repair coal conveying electrical control panel ensuring that all controls function properly in accordance with the design.

FA 15.03.05 Ash and grit removal equipment

(a) Grit collectors

The grit collector shall be inspected, serviced, tested, repaired and, where necessary, components be replaced. All repair and service work shall be done strictly in accordance with the manufacturer's specification.

The repair work to the grit collector shall include at least the following:

(i) Inspect grit collector supports and mountings for sturdiness, and repair and/or replace where necessary.
(ii) Clear out grit collector of all grit, dust and foreign matter.
(iii) Inspect all discharge port and other access opening seals and replace with new ones, ensure that grit trolley seals seat tightly onto grit trolley. Check flap operation.
(iv) Prepare and repaint grit collector casing and supports.

(b) Ash conveying equipment

If ash conveying equipment are installed these equipment shall be inspected, serviced, tested, repaired and, where necessary, components be replaced. All repair and service work shall be done strictly in accordance with the manufacturer's specification.

The repair work to the ash conveying equipment shall include at least the following:

(i) Test all equipment for correct functioning.
(ii) For submerged belt ash conveyors drain sump, clean out, inspect belt, roller bearings, frame, etc, any defects and/or damages, repair and/or replace components where necessary.
(iii) For screw ash elevators inspect bushes, screw, casing, etc, for any defects and/or damages, repair and/or replace components where necessary.
(iv) Inspect, service, lubricate and where necessary repair gear boxes and drives.
(v) Test ash conveying equipment motor windings for balance phases, insulation test and check wiring. Where necessary motors shall be reconditioned.
(vi) Inspect, test, service, adjust and where necessary repair and/or replace control equipment.
(vii) Inspect, test, service and repair ash conveying electrical control panel ensuring that all controls function properly in accordance with the design.

(c) Ash and grit trolleys

All ash and grit trolleys are to be inspected, serviced and repaired where necessary.

FA 15.03.06 Electrical installation, wiring and control panels

(a) Instrumentation and controls

All instrumentation and control equipment shall be inspected, tested, repaired, adjusted and where necessary replaced. All repair and service work shall be done strictly in accordance with the manufacturer's specification.

The repair work to the instrumentation and control equipment shall include at least the following:

(i) Test all equipment for correct operation.
(ii) Inspect, test, service, adjust setting and if necessary repair and/or replace steam detector.
(iii) Inspect, recalibrate and if beyond repair replace steam pressure gauge.

(b) General electrical power and lighting installation

The Contractor shall be responsible for the term contract work of the general power and lighting installation inside the boiler house. All repair work to this installation shall be done in accordance with the Standard Specification for Electrical Installations and Equipment pertaining to Mechanical Services of the Department of Public Works. This work shall include all repair work to the existing power sockets, cabling, wiring, lighting, and distribution boards.

(c) Electrical control panels

All electrical control panels shall be inspected, tested, and repaired, including all equipment inside the control panel. All repair and service work shall be done strictly in accordance with the manufacturer's specification.

The repair work to the electrical control panels shall at least include the following:

(i) Test all control equipment for correct operation.
(ii) Check and test all MCBs, isolators, contactors, overloads, other type of motor drives, pilot lights, control switches, etc, and readjust all set points; where equipment is found to be faulty these shall be replaced with new approved equipment.
(iii) Check all wiring and connections for proper conducting and replace where hot connections are found.
(iv) Clean out panel interior and exterior, inspect panel body, fascias, doors, paintwork, etc., and repair where necessary.

FA 15.03.07 Water treatment equipment

(a) Water softener

The water softener shall be inspected, tested, repaired, adjusted and, where necessary, components be replaced. All repair and service work shall be done strictly in accordance with the manufacturer's specification.

The repair work to the water softener shall at least include the following:

(i) Test all equipment for correct operation.
(ii) Sample of feed-water shall be taken and analyzed to ensure that water softener is adjusted to the correct percentage. The hardness of the water shall be within the boiler manufacturer's specification.
(iii) Check control and mixing equipment and salt container.

(b) Chemical dosing equipment

The chemical dosing units and containers shall be inspected, tested, repaired, adjusted and where necessary, components be replaced. All repair and service work shall be done strictly in accordance with the manufacturer's specification.

The repair work to the chemical dosing units and containers shall include at least the following:

(i) Test all equipment for correct operation.
(ii) Sample of feed-water shall be taken and analyzed to ensure that the chemical dosing rate and chemicals conform to the requirements of the boiler manufacturer.
(iii) Check, inspect, service and repair control and dosing pump equipment.
(iv) The above work shall be done in collaboration with the water treatment supplier company.

FA 15.03.08 Boiler house ancillary equipment

(a) Blow-down sump

The blow-down sump shall be emptied, cleaned out, inspected and any repair work to the structure, manhole covers and frames, vent pipes, sparge pipes, etc, to be carried out.

(b) Ladders and galleries

The ladders and galleries inside the plant room shall be inspected and any defects and/or damages repaired. Ladders and galleries shall be prepared and repainted. All mountings and fixing points shall be inspected and repaired if necessary.

(c) Painting of equipment, plant and building

The Contractor shall on completion of the repair work clean and repaint the complete plant room and equipment as specified in accordance with the Department's Specification.

FA 16 MAINTENANCE TO INSTALLATIONS, SYSTEMS AND EQUIPMENT

FA 16.01 GENERAL

Maintenance responsibilities for each installation including all units and components as specified, shall commence with access to the site. A difference shall be made in payment for the maintenance prior to and after practical completion of repair work.

Maintenance responsibilities of the completed installation shall commence upon the issue of a certificate of practical completion for repair work, and shall continue for the remainder of the 36-month contract period.
This part of the Contract shall include:

(a) Routine preventative maintenance;
(b) Corrective maintenance, and
(c) Breakdown maintenance,

as defined in General Maintenance, for the specified installations described under FA 01 of this specification.

The maintenance work to be performed and executed shall be done strictly in accordance with Additional Specification SA: General Maintenance, and as specified in Particular Specification PFA and this specification.

The said maintenance work shall be executed in accordance with the relevant codes of practice, statutory regulations, standards, regulations, municipal laws and by-laws and the manufacturers' specifications and codes of practice.

The maintenance schedules and frequency shall be developed under the maintenance control plan to be instituted by the Contractor, as specified in General Maintenance.

All new equipment, components and materials supplied and installed under the maintenance

contract shall be furnished with a prescribed manufacturer's guarantee.

The maintenance work and items are to be categorized for each maintenance activity under the following headings:

(a) Coal-fired boiler
(b) Combustion equipment
(c) Coal handling equipment
(d) Ash handling equipment
(e) Grit collection and draught equipment
(f) Water treatment and feed-water tanks
(g) Steam and condensate installation
(h) Electrical installation and controls.

The Contractor shall be remunerated monthly, based on his performance, for maintaining the complete installation in a perfect functional condition.

FA 16.02 ROUTINE PREVENTATIVE MAINTENANCE

This routine maintenance of the installations, systems and equipment shall be done in accordance with General Maintenance and the Particular Specification related to this work.

The routine maintenance work to be performed and executed shall include, but not be limited to the items listed in tables FA 16.02/1, FA 16.02/2, FA 16.02/3, FA 16.02/4, FA 16.02/5 and FA 16.02/6 below under the respective headings.

These actions and findings shall be logged and reported on the relevant approved schedules and reports.

TABLE FA 16.02/1: DAILY ACTIONS AND MAINTENANCE

ITEM	MAINTENANCE DESCRIPTION	ACTION RESPONSIBILITY	ACTION
1	Measure CO2 content of exhaust with CO2 analyzer.	Boiler house supervisor	Check/Record
2	Blow-down gauge glasses.	Boiler house supervisor	Check/Record
3	Test level controls for correct functioning.	Boiler house supervisor	Check/Record
4	Inspect boiler valves for leakages.	Boiler house supervisor	Check/Record
5	Inspect boiler feed-water pumps for leakages, correct functioning and bearing noises.	Boiler house supervisor	Check/Record
6	Clean exterior of boiler and keep boiler plant room clean.	Boiler house supervisor	Check/Record
	Check stoker grate tension and report to Contractor if need to be adjusted. to adjust tension in accordance with manufacturer's specification, if reported.	Boiler house supervisor and Contractor	Check/Record
8	Check stoker grate links and rods for any damages. All damages to be reported to Contractor who shall replace any damaged links or/and rods.	Boiler house supervisor and Contractor	Check/Record/Repair
9	Complete log book actions as specified in FA 06, FA 12, FA 13, FA 14 and FA 15. Boiler house supervisor	Boiler house supervisor	Check/Record

TABLE FA 16.02/2: WEEKLY ACTIONS AND MAINTENANCE

ITEM	MAINTENANCE DESCRIPTION	ACTION RESPONSIBILITY	ACTION
1	All as listed under table FA 16.02/1	Boiler house supervisor and Contractor	Check/Record/Adjust/Repair
2	Test safety valves as described by the boiler manufacturer.	Contractor	Test/Record
3	Check the furnace draught gauge for correct operation in accordance with the manufacturer's specification.	Contractor	Check/Record
4	Inspect stoker brickwork and refractories and if found to be damaged it must be repaired.	Contractor	Check/Record
5	Lubricate all required lubrication points, including soot blowers, stoker drive shaft bearings, guillotine door and check stoker drive oil level.	Boiler house supervisor and Contractor	Check/Service/Record
6	Visual inspection of all boiler house equipment and installations for any pending defects, faults, etc.	Boiler house supervisor and Contractor	Check/Record
7	Inspect and test all control functions and readjust if necessary.	Contractor	Test/Record/Adjust

TABLE FA 16.02/3: MONTHLY ACTIONS AND MAINTENANCE

ITEM	MAINTENANCE DESCRIPTION	ACTION RESPONSIBILITY	ACTION
1	All as listed under tables FA 16.02/1 and FA 16.02/2	Boiler house supervisor and Contractor	Check/Record Adjust/Repair
2	Clean out al strainers. Contractor		Check/Service/Record
3	Inspect and test soot blowers for correct operation. Check/Record	Contractor	
4	Inspect all V-Belts and replace if necessary.	Contractor	Check/Record/Replace
5	Inspect all brickwork and refractories and repair and/or Replace where necessary.	Contractor	Check/Record Repair
6	Inspect all seals and joints for leakages and replace if necessary.	Contractor	Check/Record Replace
7	All grease nipples to be greased with specified grease in accordance with equipment manufacturer's specification.	Contractor	Check/Service/Record
8	Test and analyse water quality, adjust and repair water treatment equipment if necessary and where specified, supply and deliver chemicals and salts.	Contractor and chemical supplier	Test/Record Adjust/Repair
9	Sample and analyse coal quality.	Boiler house supervisor, coal supplier and Contractor	Check/Record/Test
10	Check ash removal implementation and report.	Boiler house supervisor, ash removal company and Contractor	Check/Record
11	Test and record boiler efficiency.	Boiler house supervisor and Contractor	Test/Record
12	Check coal conveying equipment for correct functioning and check for any visual faults or defects and repair if necessary.	Contractor Contractor	Check/Record/Repair Check/Record
13	Inspect, service, repair and replace where required all electrical equipment and installations.	Contractor	Test/Record Adjust/Repair
14	Inspect, service all steam and condensate piping and equipment.	Contractor	Test/Record Adjust/Repair

TABLE FA 16.02/4: THREE-MONTHLY ACTIONS AND MAINTENANCE

ITEM	MAINTENANCE DESCRIPTION	ACTION RESPONSIBILITY	ACTION
1.0	All as listed under tables FA 16.02/1, FA 16.02/2 and FA 16.02/3	Boiler house supervisor and Contractor	Check/Record/Adjust/Repair
2.00	Lubricate ID and FD damper control units.	Contractor	Check/ Record Service
3.00	Replace ID and FD fan bearing grease.	Contractor	Check/ Record Service
4.00	Brush and clean fire tubes and clean flue, back plate, combustion chamber and remove all grit and soot deposits. Inspect and repair where necessary.	Contractor	Check/Record/Service/Repair
5.00	Check boiler water side for scale deposits and clean and de-scale.	Contractor	Check/Record/Service/Repair
6.00	Replace stoker gear box and drive oils.	Contractor	Check/Record Service/Repair
7.00	Check, inspect, service all coal conveying equipment and repair where necessary.	Contractor	Check/Record Service/Repair
8.00	Check, inspect, service and repair if necessary grit collectors and chimney stacks.	Contractor	Check/Record Service/Repair
9.00	Inspect, repair and replace where necessary all lagging and cladding.	Contractor	Check/Record Service/Repair

TABLE FA 16.02/5: SIX-MONTHLY ACTIONS AND MAINTENANCE

ITEM	MAINTENANCE DESCRIPTION	ACTION RESPONSIBILITY	ACTION
1	All as listed under tables FA 16.02/1, FA 16.02/2 and FA 16.02/3	Boiler house supervisor and Contractor	Check/Record/Adjust/Repair
2	Inspect stoker chassis, repair and replace as required.	Contractor	Check/Record/Service/Repair
3	Fully test, inspect, service, adjust, repair and replace as required ID and FD dampers.	Contractor	Check/Record/Service/Repair
4	Inspect, descale, clean out, repair and replace as required feed-water tanks.	Contractor	Check/Record/Service/Repair

TABLE FA 16.02/6: ANNUAL ACTIONS AND MAINTENANCE

ITEM	MAINTENANCE DESCRIPTION	ACTION RESPONSIBILITY	ACTION
1	All as listed under tables FA 16.02/1, FA 16.02/2, FA 16.02/3 and FA 16.02/4	Boiler house supervisor and Contractor	Check/Record/Adjust/Repair
2	Annual survey by Occupational, Health and Safety Inspector.	Contractor, Department and Inspector	Inspect/Test/Service/Repair
3	Inspect and repaint all equipment and building elements where required.	Contractor	Inspect/Test/Service/Repair
4	Inspect, clean, repair blow-down sump.	Contractor	Inspect/Test/Service/Repair
5	Remove, strip, service, repair, adjust and repair level controls, alarms and safety equipment.	Contractor	Inspect/Test/Service/Repair

FA 16.03 CORRECTIVE MAINTENANCE

This corrective maintenance of the installations, systems and equipment shall be done in accordance with General Maintenance and the Particular Specification related to this work.

The Contractor shall inspect and check all equipment, materials, systems and installation for any pending breakdowns, maladjustments or anomalies of equipment.

The Contractor shall report and take actions to correct such shortfall.

FA 16.04 BREAKDOWN MAINTENANCE

Breakdown maintenance of the installations, systems and equipment shall be done in accordance with General Maintenance.

All breakdown problems experienced shall be acted upon within the time limitations allowed in the General Maintenance specifications.

All breakdown maintenance shall be done in accordance with the relevant specifications, standards, regulations and codes.

The Contractor shall have access to the necessary spares, equipment and tools for any possible breakdowns.

FA 17 TRAINING AND JOB CREATION

The contractor shall use qualified competent Boiler Operators directly employed and supervised by them and shall take all reasonable care to maintain the installations and keep them in proper operating condition.

Tenderers shall satisfy the Department in all aspect that their Artisan/Technicians are suitably qualified to carry out the specified repairs to the departmental equipment.

Tenderers are to note that the equipment to be repaired under this contract is of utmost strategic importance to the Department and full proof of the Tenderer's ability to satisfactorily perform the repairs and servicing is necessary.

NB: This contract should be EPWP compliant and therefore all EPWP requirements must be met by the contractor. Winning Bidder to submit the following:

- Copy of employment contract between the contractor and all employees (once off)
- Certified ID copy of all employees (once off)
- Proof of salary payment to employees monthly
- Contractors employees timesheet monthly

NB: The contractor must train 3 (three) individual (Boiler Assistants), the people employed must be trained and achieve Coal Fired Boiler Operations Certificate from accredited institution..

public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

OPERATIONS AND MAINTENANCE TO BE DONE IN ACCORDANCE WITH TECHNICAL SPECIFICATION ADHERANCE

Operations and Maintenance of Boilers for 24 months

Tender No.:		
Sch No.	**Description**	**Amount**
1	SCHEDULE 1: PRELIMINARIES AND GENERAL	R -
2	SCHEDULE 2: OPERATIONS	R -
3	SCHEDULE 3: SCHEDULED MAINTENANCE	R -
4	SCHEDULE 4: UNSCHEDULED MAINTENANCE	R -
5	SCHEDULED 5: PROVISIONS	
6	SCHEDULED 6: EPWP	
	Total carried to total summary table	R -

Summary Table

	Totals	
	Total of Schedule 1-6 excl VAT	R -
	Value added Tax (VAT) The Tenderer shall add 15% of the Total of Schedule of Quantities above	R -
	Tender Sum incl of VAT carried to: 'Form of Offer and Acceptance' DPW-07-EC	R -

Schedule 1 **Preliminary and General**

Item no.	Item Description	Unit	QTY	Rate	Total
	As-built information and Operating and Maintenance Manuals:				
1.1	Obtaining of all available information, compiling, reproducing (1) one set of hard copy as-built and operating & maintenance manuals as specified in FA 04. Documents to be handed over to the Departmental Representative / Engineer.	each	1		R -
1.2	Submit (1) one set of as-built drawings and operating & maintenance manuals in electronic format. The copies shall be in PDF and AutoCAD 2014 format with no passwords protection.	each	1	R -	R -
1.3	Logging and recording of operating of conditions, services, maintenance visits, reports, breakdowns, samples, inspections, tests etc.	monthly	24		R -
	Provision of Personal Protective Equipment (PPE)				
1.4	Contractors shall provide all employees with all required PPE, such as safety shoes, protective gloves and ear and eye protection for the full duration of the contract. Priced per month. (as per SI OHS specification)	semester	4		R -
	Occupational Health and Safty: Compliance with the applicable Act including specified additional requirements				
1.5	Health and Safety Plan (Safety File)	each	1		R -
1.6	First Aid kit: Supply and maintain on site for duration of contract.	sum	1		R -
1.7					
	Total to be carried to Summary Page				R -

Schedule 2 Operations

Escalation

		Year 1				Year 2				
Item no.	Item Description	Unit	QTY	Rate	Total Y1	Unit	QTY	Rate	Total Y2	Total Y1+Y2
	Full operation of steam boilers. Priced all inclusive per month for all qualified operators / supervision and related personal to operate and manage the boilers for a minimum of 17 hours per day, 7 day a week.									
2.1	3x Boiler Operators	Monthly	12		R -	Monthly	12		R -	R -
2.2	3x Boiler Assistants (Trainees)	Monthly	12		R -	Monthly	12		R -	R -
2.3	1x Boiler Supervisor	Monthly	12		R -	Monthly	12		R -	R -
								Total to be carried to Summary Page		R -

Schedule 3 Scheduled Items

Escalations

		Year 1				Year 2				
Item no.	**Item Description**	**Unit**	**QTY**	**Rate**	**Total Y1**	**Unit**	**QTY**	**Rate**	**Total Y2**	**Total Y1+Y2**
	Supply rates as per Technical Specification. Sum given in the bill below shall be inclusive of all labour, supplies, material, transport and equipment required to complete the service									
	12 Month Statutory Boiler Inspection									
3.1	Preparation of boilers for external inspection, including removal of chain grate, welding seam covers and insulation and cladding, as required by the Occupational Health and Safety Act, No 85 of 1993 and witnessed by the approved Inspection Authority.	each	2		R -	each	2	R -	R -	R -
	36 Month Statutory Boiler Inspection									
3.2	Preparation of boilers for internal fire and water side and external inspection, including removal of chain grate, all insulation and cladding, as required by the Occupational Health and Safety Act, No 85 of 1993 and witnessed by the approved Inspection Authority.	each	2		R -	each	2	R -	R -	R -
	Supply new tools and equipment equipment to be utilized for the daily operation of the boiler house and related sytems.									
3.3	Steam boiler blowdown spanner	each	2		R -	each	1	R -	R -	R -
3.4	Steam boiler handhole spanner	each	2		R -	each	1	R -	R -	R -
3.5	Steam boiler manhole spanner	each	2		R -	each	1	R -	R -	R -
3.6	Steam boiler grate crank handle spanner	each	2		R -	each	1	R -	R -	R -
3.7	Coal shovel (spade)	each	2		R -	each	2	R -	R -	R -
3.8	Wheelbarrow	each	1		R -	each	1	R -	R -	R -
3.9	Ash and grit trolleys:	each	1		R -	each	1	R -	R -	R -
	Miscellaneous									
3.10	Supply of Boiler Chemicals and salt for 24 Months	monthly	12		R -	monthly	12		R -	R -
3.11	Water treatment agent	monthly	12		R -	monthly	12	R -	R -	R -
3.12	Cleaning Material	monthly	12		R -	monthly	12	R -	R -	R -
3.13	Water Treatment Test	monthly	12		R -	monthly	12	R -	R -	R -
3.14	Coal Testing	quarterly	4		R -	quarterly	4	R -	R -	R -
								Total to be carried to Summary Page		R -

Schedule 4 Breakdowns **Escalations**

		Year 1				Year 2				
Item no.	Item Description	Unit	QTY	Rate	Total Y2	Unit	QTY	Rate	Total Y2	Total Y1+Y2
	Supply rates as per Technical Specification. Sum given in the bill below shall be inclusive of all labour, supplies, material, transport and equipment required to complete the service									
	Boiler valves									
4.1	Main Steam Valve	each	1		R -	each	1	R -	R -	R -
4.2	Safety Valve	each	3		R -	each	3	R -	R -	R -
4.3	Blow Down Valve	each	3		R -	each	3	R -	R -	R -
4.4	Steam Stop	each	3		R -	each	2	R -	R -	R -
4.5	Air Vents/Release	each	3		R -	each	2	R -	R -	R -
4.6	Feed Water Check Valve	each	3		R -	each	2	R -	R -	R -
4.7	Drain Valve	each	3		R -	each	2	R -	R -	R -
	Refractories and brickwork:									
4.8	Recast all new rear flue brick work, with new on completion of inspection.	each	3	R -	R -	each	3	R -	R -	R -
4.9	Recast all new ignition and flue arches with new on completion of inspection.	each	3		R -	each	3	R -	R -	R -
4.10	Boiler soot blower	each	3		R -	each	3	R -	R -	R -
4.11	Blow-down sump	each	2		R -	each	2	R -	R -	R -
4.12	Boiler chain grate (Stoker+Links)	each	3		R -	each	3	R -	R -	R -
4.13	Chain grate drive mechanism and accessories	each	3		R -	each	3	R -	R -	R -
4.14	Boiler lagging, insulation and steel cladding.	each	3		R -	each	3	R -	R -	R -
4.15	Boiler feed-water tank.	each	2		R -	each	2	R -	R -	R -
4.16	Boiler feed-water pumps:	each	6		R -	each	6	R -	R -	R -
	Boiler water - level equipment and controls: Mobreys									
4.17	Supply new switch float operated controls (Mobrey type)	each	3		R -	each	3	R -	R -	R -
4.18	Supply new single gauge glass with two rubbers.	each	3		R -	each	3	R -	R -	R -
4.19	Supply new single gauge glass shut off valve shaft handle.	each	3		R -	each	3	R -	R -	R -
4.20	Supply new single gauge glass shut off valve shaft.	each	3		R -	each	3	R -	R -	R -
4.21	Supply new single gauge glass shut off valve graphite gasket.	each	3		R -	each	3	R -	R -	R -
4.22	Supply of new high water level control.	each	3		R -	each	3	R -	R -	R -
4.23	Supply of new water level control alarm.	each	3		R -	each	3	R -	R -	R -
4.24	Boiler chemicals and softner plant (water treatment plant)	each	1		R -	each	1	R -	R -	R -
4.25	Coal conveying equipment: coalscrew + gearbox	each	3		R -	each	3	R -	R -	R -
4.26	Coal Hopper	each	3		R -	each	3	R -	R -	R -
4.27	Grit collectors	each	3		R -	each	3	R -	R -	R -
4.28	Boiler Room Distribution Board	each	1		R -	each	1	R -	R -	R -
4.29	Boiler mounted electrical control panels	each	1		R -	each	1	R -	R -	R -
	Fans and damper controls									
4.30	FD Fan	each	3		R -	each	3	R -	R -	R -
4.31	ID Fan	each	3		R -	each	3	R -	R -	R -
4.32	Fan Bearings set of 2	each	6		R -	each	6	R -	R -	R -
4.33	Fan V-Belts	each	6		R -	each	6	R -	R -	R -

Continuation Schedule 4 Breakdowns		Year 1				Year 2				
		Unit	QTY	Rate	Total Y1	Unit	QTY	Rate	Total Y2	Total Y1+Y2
	Electrical conductors and switchgear									
	P. V. C. single core 600/1000 volt grade conductors supplied									
4.34	1.5 mm²	m	30		R -	m	15	R -	R -	R -
4.35	2.5 mm²	m	30		R -	m	15	R -	R -	R -
4.36	4 mm²	m	30		R -	m	15	R -	R -	R -
4.37	6 mm²	m	30		R -	m	15	R -	R -	R -
4.38	10 mm²	m	30		R -	m	15	R -	R -	R -
4.39	2.5mm²	m	30		R -	m	15	R -	R -	R -
4.40	4mm²	m	30		R -	m	15	R -	R -	R -
4.41	6mm²	m	30		R -	m	15	R -	R -	R -
4.42	10mm²	m	30		R -	m	15	R -	R -	R -
	Circuit breaker supplied									
4.43	20 A 5 k A single pole	each	3		R -	each	3	R -	R -	R -
4.44	20 A 15 k A single pole	each	3		R -	each	3	R -	R -	R -
4.45	10 A 15 k A single pole	each	3		R -	each	3	R -	R -	R -
4.46	60 A 15 k A triple pole	each	3		R -	each	3	R -	R -	R -
4.47	160 A 15 k A triple pole	each	3		R -	each	3	R -	R -	R -
	Circuit breaker type isolator supplied									
4.48	30 A Double pole isolator	each	3		R -	each	3	R -	R -	R -
4.49	60 A Double pole isolator	each	3		R -	each	3	R -	R -	R -
4.50	60 A Triple pole isolator	each	3		R -	each	3	R -	R -	R -
	Electrical 3 phase motor over loads supplied									
4.51	220 v overload	each	2		R -	each	1	R -	R -	R -
4.52	380 v overload	each	2		R -	each	1	R -	R -	R -
4.53	12 v overload	each	2		R -	each	1	R -	R -	R -
	Electrical 3 phase boiler elecrical panel relays supplied									
4.54	FD fan balance relay	each	2		R -	each	3	R -	R -	R -
4.55	ID fan balance relay	each	2		R -	each	3	R -	R -	R -
4.56	water pump relay	each	2		R -	each	3	R -	R -	R -
4.57	Painting of equipment, plant and building/floors:	each	1		R -	each	1		R -	R -
	Steam and condensate installation:									R -
4.58	Recondition of existing steam traps sets including steam and water side valves.	each	1		R -	each	1	R -	R -	R -
								Total to be carried to Summary Page		R -

Schedule 5 Provisions **Escalations**

		Year 1				Year 2				
Item no.	Item Description	Unit	QTY	Rate	Total Y1	Unit	QTY	Rate	Total Y2	Total Y1+Y2
	Labour- for all areas.									
	The rates for labour will be deemed to include for statutory minimum labour rates									
	Working hours (7:30-16:30)									
5.1	Artisan	R /hr	250		R -	R /hr	250	R -	R -	R -
5.2	Artisan in training	R /hr	250		R -	R /hr	250		R -	R -
5.3		R /hr			R -	R /hr			R -	R -
	After Hours (17:00-7:00)									
5.4	Artisan	R /hr	50		R -	R /hr	50		R -	R -
5.5	Artisan in training	R /hr	50		R -	R /hr	50		R -	R -
5.6		R /hr			R -	R /hr			R -	R -
	Transport									
5.7	LDV transport	R/Km	1500		R -	R/Km	1500		R -	R -
	Starting point for Ehlanzeni Region sites is Nelpruit Post Office									
	Starting point for Nkangal Region sites is Witbank Post Office									
	Starting point for Gert Sibande Region sites is Ermelo Post Office									
	Non- scheduled materials									
5.8	Allow for the amount of R 2,400,000.00 for the provisional cost of non- scheduled material that may be used. The above labour and transport rates will apply. Supplier material slip to be provided	sum	1	R1,000,000.00	R 1,000,000.00	sum	1	R 1,000,000.00	R 1,000,000.00	R 2,000,000.00
5.9	Percentage mark- up on non schedule materials that may be used. (Percentage (%)	%	20%	R 200,000.00	R 200,000.00	%	20%	R 200,000.00	R 200,000.00	R 400,000.00
									Total carried to Summary page	

ITEM NO	DESCRIPTION	UNIT	QUAN-TITY	RATE	AMOUNT
200	SECTION NO BILL BO EMPLOYMENT AND TRAINING OF LABOUR ON THE EPWP-NYS INFRASTRUCTURE PROJECTS PREAMBLES Tenderers are advised to study the Additional Specification SL: Employment and Training of Labour on the Expanded Public Works Programme (EPWP) Infrastructure Projects: National Youth Service, as bound elsewhere in the Bills of Quantities, and then price this Bill accordingly				
200,01	TRAINING OF YOUTH WORKERS (TARGET: 4 YOUTH WORKERS) Orientation, Life skills development and technical training:				
200.01.01	Orientation and Life skills development training for youth workers for an average of 10 days per youth worker (ref. SL 11.01.01)	PC		Sum	6 322,99
200.01.02	Technical skills : Basic Mechanical Skills trade test (preparation and testing) training for youth average of 12 months per youth worker (ref. SL 11.01.02)	PC		Sum	140 000,00
200.01.03	Provide Medical Surveillance	PC		Sum	3 161,49
200.01.03	Payment Reduction due to not meeting the training target (ref. SL 11.03)	Youth-worker	-2 500		
200.01.04	Profit and attendance on condition that services and cost has been incurred (on items 200.01.01 and 200.01.02 above)	%	R 146 323	2%	2 926,46
	Carried forward			R	152 410,94

ITEM NO	DESCRIPTION	UNIT	QUAN-TITY	RATE	AMOUNT
	Brought forward			R	152 410,94
200,04	EMPLOYMENT OF YOUTH WORKERS				
200.04.01	Employment of youth workers The unit of measurement shall be the number of youth workers at the labour rate of R 200.00 per day on Training as per EPWP Ministerial Determination multiplied by the period employed in months and the rate tendered shall include full compensation for all costs associated with the employment of youth workers and for complying with the conditions of contract. The cost for the training shall be excluded from this item. This item is based on 12 months appointment for youth workers	PC		Sum	220 800,00
200.04.02	Profit and attendance on condition that services and cost has been incurred (ref. SL 11.04.02)	%	220 800,00	2%	4 416,00
200,05	PROVISION OF EPWP DESIGNED OVERALLS AND HARD HATS TO YOUTH WORKERS				
200.05.01	Supply EPWP branded 2 x overalls, safety boots and 1 x EPWP branded hard hat to youth workers (ref. SL 11.05.01)	PC		Sum	12 000,00
200.05.02	Profit and attendance on condition that services and cost has been incurred (ref. SL	%	12 000	2%	240,00
200,06	PROVISION OF BASIC TOOLS FOR YOUTH WORKERS				
200.06.01	Provide all youth workers with prescribed tools for their respective trades. Specification for the mentioned tools to be provided by the Service Provider. These tools will become the property of the youth workers after the completion of the programme (ref. SL 11.06.01)	PC		Sum	9 484,48
200.06.02	Profit and attendance on condition that services and cost has been incurred (ref. SL 11.06.02)	%	9 484	2%	189,69
200,07	LIAISON WITH SERVICE PROVIDER (ref. SL 11.08)	hours	100	2,00	200,00
200,08	LOGISTICS FOR EXIT WORKSHOPS				
200.08.01	Provide logistic items for exit workshop (Catering, Orange Golf T-Shirts, Venue Hire and Sound System).	PC	1	14 146	14 145,98
	Carried to Final Summary			R	413 887,09