



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

**DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE
DURBAN REGIONAL OFFICE**

REFERENCE NUMBER – DBNQ24/03/34

**SERVICE DESCRIPTION DCS : NCOME PRISON : OPERATION AND
MAINTENANCE OF COAL FIRED BOILERS FOR A PERIOD OF THREE
MONTHS**

SUBMITTED BY:

Company Name: _____

CSD registration: _____

CLOSING DATE: 13/03/2024 @11:00

TENDER BOX LOCATION: ADDRESS: 157 Monty Naicker Street -Box Number 16

TECHNICAL ENQUIRIES	OTHER ENQUIRIES
Name : Vama Khumalo Contact number : 067 416 7424 Email: vama.khumalo@dpw.gov.za	Name : Gugulethu Mbongwa Tel no. : 031 314 7003 Email : gugulethu.mbongwa@dpw.gov.za



Private Bag X54315, DURBAN 4000 Int. Code: +27 31 Tel: 314 7000 website: www.publicworks.gov.za
Supply Chain Management: Miss Gugulethu Mbongwa – 031 314 7003
Works Manager: Mr. Vama Khumalo

REQUEST FOR QUOTATION

You are hereby invited to submit a quotation for the supply and delivery of the following service to be rendered at DCS : **NCOME PRISON – DBNQ24/03/34**

Bid response documents to be deposited in the bid box situated at: **National Department of Public Works and Infrastructure: 157 Monty Naicker Street**

Item	Description	Quantity / Period
1	OPERATION AND MAINTENANCE OF COAL FIRED BOILERS FOR A PERIOD OF THREE MONTHS	03 MONTHS

CLOSING DATE: 13/03/2024 : CLOSING TIME @ 11:00AM

NB: No late documents will be accepted.

Kindly submit your quotation by fully completing the attached bid document and bill of quantities or specifications attached in hereunder, and clearly indicate the delivery period and the validity period of your quotation, Kindly also clearly indicates if you price includes or excludes VAT. ***“You may claim VAT only if you are a VAT Vendor”***.

TERMS AND CONDITIONS

- If a supplier fails to deliver any or all goods or fails to deliver the required services within the specified period on the **order/ Contract or appointment letter** the Department of Public Works and Infrastructure may impose a penalty and further deduct from the order / contract a sum of the delayed goods or unperformed services, or terminate the contract in part or in whole.
- The Department of Public Works and Infrastructure quotation documents must be fully completed, signed by the bidder and bear the signature of witnesses and be forwarded to the aforementioned physical address or email, failure to comply with these requirements will result in the quotation being disregarded.

Yours Faithfully

SIGNATURE:  **THOKOZANI ZWANE**
ASD - SCM: ACQUISITION

DATE:  08/03/2024 .

For: National Department of Public Works and Infrastructure

Acknowledgement of the request to quote

PA 32: INVITATION TO BID PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)			
BID NUMBER:	DBNQ24/03/34	CLOSING DATE:	13/03/2024
		CLOSING TIME:	11:00
DESCRIPTION	DCS : NCOME PRISON : OPERATION AND MAINTENANCE OF COAL FIRED BOILERS FOR A PERIOD OF THREE MONTHS		

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (DPW04.1 GS or DPW04.2 GS).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

157 Monty Naicker Road, Durban

Box number 16

OR POSTED TO:

SUPPLIER INFORMATION

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER

CODE

NUMBER

CELLPHONE NUMBER

FACSIMILE NUMBER

CODE

NUMBER

E-MAIL ADDRESS

VAT REGISTRATION NUMBER

TCS PIN:

OR

CSD No:

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)

TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL APPLICABLE TAXES)	R
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

PART B TERMS AND CONDITIONS FOR BIDDING

<p>1. BID SUBMISSION:</p> <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES).</p> <p>1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID</p>

DOCUMENTATION.

1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.

2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO

3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? YES NO

3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO

3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO

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

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

Note Well:

- a) In respect of non VAT vendors the bidders may not increase the bid price under Section 67(1) of the Value Added Tax Act of 1991 where the relevant transaction would become subject to VAT by reason of the turnover threshold being exceeded and the bidder becomes liable for VAT.
- b) **All delivery costs must be included in the bid price, for delivery at the prescribed destination.**
- c) The price that appears on this form is the one that will be considered for acceptance as **a firm and final offer**.
- d) The grand total in the pricing schedule(s), inclusive of VAT, attached to the bid offer must correlate and be transferred to this form (PA32).
- e) Where there are inconsistencies between the grand total price offer in the pricing schedule(s) and the PA32 price offer, the price offer on the PA32 shall prevail and deemed to be firm and final. No further correspondence shall be entered into in this regard.

¹ All applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies

**DURBAN REGIONAL OFFICE: DCS: NCOME PRISON: OPERATIONS AND MAINTENANCE OF
COAL FIRED BOILERS FOR A PERIOD OF 3 MONTHS. ID NUMBER: 3185996**

REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF PUBLIC WORKS



**BID
FOR
MAINTENANCE, REPAIRS AND OPERATION TO BOILERS
AND
ALL STEAM RELATED GENERATION COMPONENTSAZX**

*OFFICE OF THE REGIONAL MANAGER
DEPARTMENT OF PUBLIC WORKS*

DATE: _____

Steam Generation (Horizontal -Coal)

Bil Jo. 1

Ref	Item	Description Contractor to note that all work conducted on the boilers and other items mentioned in this tender, shall be done in accordance with manufacturer's specification.		
		GENERAL		
		VARIOUS ROUTINE PREVENTATIVE MAINTENACE ACTIONS AS SPECIFIED IN TECHNICAL SPECIFICATION.		
	101	The routine inspections and maintenance checks shall include all material and labour cost required to conduct the items specified.		
		Maintenance description	Action responsibility	Action
	101.1	Routing daily maintenance inspections and duties to be conducted.	Contractor	Check/Record
	101.2	Routing weekly maintenance inspections and duties to be conducted.	Contractor	Check/Record
	101.3	Routing monthly maintenance inspections and duties to be conducted.	Contractor	Check/Record
	101.4	Routing three monthly maintenance inspections and duties to be conducted.	Contractor	Check/Record
	102	FEED-WATER EQUIPMENT AND CONTROLS		
	102.1	Adjust make-up water ball float valve to correct level.	Contractor	Check/Record
	102.2	Check and adjust tank temperature control system c/w all valves and sparge pipe.	Contractor	Check/Record
	102.3	Refill tank with treated make-up water. (in event of damage to hot well tank)	Contractor	Check/Record
	103	Boiler water - level equipment and controls:		
SC.12.01	103.1	Test alarm levels and operation and recalibrate.	Contractor	Check/Record
	103.2	Test dual mobrey controls for correct operation and recalibrate.	Contractor	Check/Record
	103.3	Inspect repair, reconditioning, comissioning, high water level controls.	Contractor	Check/Record
	103.4	Inspect repair, reconditioning, comissioning, low water level controls.	Contractor	Check/Record
SC.12.02	104	Boiler chemicals and softner plant	Lt	700
	104.1	Water softener : Remove and replace "resin" with new in dual vessels.	Contractor	Check/Record



Steam Generation (Horizontal -Coal)

Bil No. 1

Ref	Item	Description	unit	Qty	Rate	Amount
		Contractor to note that all work conducted on the boilers and other items mentioned in this tender, shall be done in accordance with manufacturer's specification.				
	104.2	Supply, delivery, installation and commissioning of steam boiler brine tank salt. Sufficient boiler salt shall be kept on site at all times and the item shall be priced all inclusive per month. Item priced (2 x 50 kg bags of salt per month)	Kg	300	R	R
	104.3	Supply, delivery and installation of steam boiler chemicals for boiler working at full capacity, minimum of 17 hours per day, 7 days a week. Chemicals supplied shall conform to the boiler manufactures specification. Sufficient boiler chemical shall be kept on site at all times and the item shall be priced all inclusive for three months supply of chemicals.	Lt	300	R	R
	105	COAL HANDLING AND CONVEYING EQUIPMENT				
	105.1	Inspect and service conveyor gearbox drive chains and gears.			Contractor	Check/Record
	105.2	Test, inspect, service, commission motor drives and gear boxes, including testing windings for balancing of phases, insulation test and check wiring.			Contractor	Check/Record
	105.3	Lubricate all required lubrication points and replace gearbox oil as directed by the manufacturer.			Contractor	Check/Record
	105.4	Inspection of coal hopper level control pressure switch.			Contractor	Check/Record
	111.9	Inspect, test, service and repair coal hopper and level control.			Contractor	Check/Record
	105.5	Inspect, clean, test electrical control panel and controls.			Contractor	Check/Record
	105.6	Prepare and clean complete coal screw casing.			Contractor	Check/Record
	106	COAL TESTING NOTE: COAL SUPPLIED BY USER DEPARTMENT				
	106.1	Test coal and report back to Departmental Representative / Engineer on conformance/non-conformance of coal as specified by the boiler			Contractor	Check/Record
	107	ASH AND GRIT REMOVAL EQUIPMENT NOTE:				
		Grit collectors:				
	107.1	Inspect, clean out all grit, dust and foreign matter, including inspection of grit collector supports and casing material.			Contractor	Check/Record



Steam Generation (Horizontal -Coal)

Bil No. 1

Ref	Item	Description	Contractor to note that all work conducted on the boilers and other items mentioned in this tender, shall be done in accordance with manufacturer's specification.	
	107.2	Inspect all access ports and discharge ports, and replace all joint seals and gaskets with new.	Contractor	Check/Record
	107.3	Prepare and repaint complete grit collector, support structure and casing.	User Client	Check/Record /Report
	107.4	Removal and disposal of boiler ash to an approved dumping site. Priced per removal of 2 m ³ of ash per load.	User Client	Client Resonsibility
	108	Ash and grit trolleys:		
	108.1	Inspect, clean out, service and recondition existing grit and ash trolleys a accetable working condition.	Contractor	Check/Record
	109	ELECTRICAL INSTALLATION, WIRING AND CONTROL PANELS		
		Boiler Room Distribution Board		
	109.1	Inspect, test, service and clean all instrumentation and control equipment.	Contractor	Check/Record
	110	Boiler mounted electrical control panels:		
	110.1	Inspect, test, service and clean all the electrical control panels	Contractor	Check/Record
	110.2	Inspect and test the operation and condition of all MCBs, motor starters, overloads, indication lights, control equipment, selector switches, etc, and report all the defects to the Client (DCS)	Contractor	Check/Record
	110.3	Check and repair all primary and secondary control panel wiring for proper conducting where required.	User Client	Check/Record /Report
	110.4	Clean out control panels interior and exterior, inspect panel body, fascias, doors. (inclusive of painting and minor repairs)	User Client	Check/Record /Report
	110.5	Remove and complete replacement of boiler panel electric indicator lights to suit existing.	User Client	Check/Record /Report
	110.6	Any additional tests which may be required by the Departmental Representative / Engineer resulting from the above inspections.	Engineer	



Steam Generation (Horizontal -Coal)

Bill No. 1

Ref	Item	Description	Contractor to note that all work conducted on the boilers and other items mentioned in this tender, shall be done in accordance with manufacturer's specification.	
	111	General lighting installation:		
	111.1	Inspection and reporting of all faulty lamps (Mercury vapour 250 Watt)	Contractor	Check/Record
	111.2	Inspection and reporting of all faulty fluorescent tubes (58 Watt)	Contractor	Check/Record
	111.3	Inspect, test, service and clean alle tube, 58 Watt open channel fluorescent fitting	Contractor	Check/Record
	111.4	Inspect, test, service and clean all High Bay fitting (Mercury vapour 250 Watt)	Contractor	Check/Record
	112	BOILER HOUSE ANCILLARY EQUIPMENT		
		Blow-down sump:		
	112.1	Clean blow down sump drain into existing sewage system.	Contractor	Check/Record
	112.2	Inspect, clean all blow-down gullies, secure piping and test for coorrect blowdown operation.	Contractor	Check/Record
	112.3	Repair existing boiler house blow down trench where concrete is cracked and unstable.	User Client/ Contractor	Check/Record /Report
	112.4	Repair fixing points for covering. Protect covering from corrosion with etch coat primer, paint and make secure and safe.	User Client/ Contractor	Check/Record /Report
	113	Ladders and galleries on one (1) boiler:		
	113.1	Clean and inspect ladders and galleries for any defects, corrosion, mountings and supports.	Contractor	Check/Record
	113.2	Repair ladder steps, side rails, gallery floors and hand rails.	User Client/ Contractor	Check/Record /Report
	113.3	Prepare and repaint ladders and galleries.	User Client/ Contractor	Check/Record /Report
	114	Painting of equipment, plant and building:		
	114.1	Clean boiler house interior walls (where painting is required).	User Client/ Contractor	Check/Record /Report
	115	BOILER HOUSE PIPED INSTALLATIONS		
		Steam and condensate installation:		
	115.1	Clean, test, inspect, service all steam and condensate pipe, fittings, accessories, components and equipment inside the boiler house.	Contractor	Check/Record



Steam Generation (Horizontal -Coal)

Bid No. 1

Ref	Item	Description	Contractor to note that all work conducted on the boilers and other items mentioned in this tender, shall be done in accordance with manufacturer's specification.
	115.2	Repair and complete recondition of existing steam traps sets including steam and water side valves.	User Client/ Contractor Check/Record /Report
	116	Blow-down pipe installation, per one (1) boiler:	
	116.1	Clean out blow-down pipe channel and remove all old blow-down piping, drain pipework and accessories. (Ensure that the drainage point is piped correctly into the drain pit and functioning properly)	Contractor Check/Record
	116.2	All blow-down and drains pipework to be removed and replaced with steam schedule 40 piping and welded fittings. (Ensure that the drainage point is piped correctly into the drain pit and functioning properly)	User Client/ Contractor Check/Record /Report
	117	BOILER HOUSE MANAGEMENT	
	117.1	Establish and implement a system for the system efficiency and boiler performance audit.	Contractor Check/Record
	118	Boiler House Tools and Equipment	
Tools and Equipment to be utilized for daily operations of the boiler house and related systems.			
	118.1	Steam boiler blowdown spanner	Contractor Responsibility
	118.2	Steam boiler handhole spanner	Contractor Responsibility
	118.3	Steam boiler manhole spanner	Contractor Responsibility
	118.4	Steam boiler grate crank handle spanner	Contractor Responsibility
	118.5	Coal shovel (spade)	Contractor Responsibility

Item	Description	Unit	Qty	Rate	Amount
401	Amounts for expected P&G's transport, material and labour costs over the maintenance period of three (3) months				
	<p>Establishment, De-establishment, ongoing operational and overhead cost and incidental expenditure provisions Note: Tenders are advised to study the specification of materials and methods to be used as published by the department of Public Works & Infrastructure.</p> <p>Note: Tender are to completely fill all items of Bill No 2: FB & Bill No.3: FC, the items shall be deemed to be a fixed price for the duration of the project.</p> <p>PRICING INSTRUCTION TO TENDERS 1) The values and/or prices for items scheduled in this section under the following headings - ONCE-OFF establishment cost. De-establishment cost and ongoing operation and overhead, profits and expenses required for all risk, liability and obligations in terms of this contract. 2) Lump sum prices in this section are fixed for the contract, and are not subjected to adjustment in compensation event assessment.</p> <p>ONCE-OFF ESTABLISHMENT COST (claimable for payment upon completion of all related activities associated with each item)</p> <p>Contractual Requirements a) Preliminaries allowance b) Compliance with all clauses of the contracts & works infrastructure c) Compliance with the law, regulations and bylaws d) Compliance with Occupational Health and Safety Acts, construction regulations and Health and Safety specification is compulsory e) Insurance and liabilities</p> <p>Establish facilities on the Site f) Contract name board g) Tools and Equipment h) Communication i). Ablution and latrine facilities</p>	Item Items Items Items Items Items Items Items			
401.1					
402	Transport costs per cycle loop of one month	166.667.km	200.km x 3months	7.00	
403	MATERIAL COSTS				
403.1	Toiletries - Supply of Toilet paper pack of 48 rolls	pck	3,00		
403.2	Cleaning Materials- Floor mould cleaner 5L	10L	3,00		
403.3	Engine Cleaner degreaser 5L	5L	3,00		
403.4	Hand cleaner	500ml	3,00		
403.5	Expected amounts to be used for minor repairs and unforeseen items (R + 20 % mark up = R				
404	LABOUR COSTS (on site)				
		Hours	Persons	Rate	Amount
404.1	Plant supervisor normal time(Provisional)	504,00	1,00		

404.2	Plant Operator normal time (Provisional)	504,00	3,00		
404.3	Assistant normal time (Provisional)	504,00	3,00		
404.4	Plant Supervisor Saturdays	104,00	1,00		
404.5	Plant Operator Saturdays	104,00	2,00		
404.6	Assistant Saturdays	104,00	2,00		
404.7	Plant Supervisor Sundays	104,00	1,00		
404.8	Plant Operator Sundays	104,00	2,00		
404.9	Assistant Sundays	104,00	2,00		
404.10	Plant Supervisor Hoildays	32,00	1,00		
404.11	Plant Operator Holidays	32,00	2,00		
404.12	Assistant Holidays	32,00	2,00		
			Total carried to summary page		



SUMMARY

Bill No.	Description	Amount
1	P's & G's, Material, Transport and Labour Cost	R.....
2	Steam Generation (FA) Steam Generation Horizontal Coal Fired Boiler	R.....
	Sub Total	R.....
	Value added Tax (VAT) 15%	R.....
Tender Sum carried to: Form of Offer and Acceptance PA 32 FOR 3 MONTHS		R.....
TENDER SUM IN WORDS FOR THREE (3) MONTHS INCLUSIVE/EXCLUSIVE OF 15 %VAT		
TENDER SUM PER MONTH INCL/EXCL 15% VAT		R.....
TENDER SUM PER MONTH INCL/EXCL OF 15% VAT		

PA-03 (EC): NOTICE AND INVITATION FOR QUOTATION

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES QUOTATIONS FOR:

Project title:	DCS : NCOME PRISON : OPERATION AND MAINTENANCE OF COAL FIRED BOILERS FOR A PERIOD OF THREE MONTHS		
Quotation no:	DBNQ24/03/34	Reference no:	ID: 3185996 File No. :(19/2/4/2/4/6226/98)
Advertising date:	08/03/2024	Closing date:	13/03/2024
Closing time:	11:00	Validity period:	84 Calendar days

1. REQUIRED CIDB GRADING

It is estimated that tenderers should have a CIDB contractor grading designation of **1 ME** or higher, or **1 ME*** or higher.

**Select tender value range and select class of construction works" or select "Not applicable" where only one class of construction works is applicable.*

It is estimated that potentially emerging enterprises should have a CIDB contractor grading designation of **Not applicable Not applicable PE** or higher, or **Not applicable Not applicable PE*** or higher.

**Select tender value range and select class of construction works" or select "Not applicable" where no or only one class of construction works is applicable.*

2. FUNCTIONALITY CRITERIA APPLICABLE YES NO

Note 1: Failure to meet minimum functionality score will result in the tenderer being disqualified.

Functionality criteria ¹ :	Weighting factor:
Total	100 Points

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

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

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 Internal & External Use

Effective date: July 2023

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Version: 2023/07

3.1. For procurement transaction with rand value greater than R2 000, 00 and up to R1 Million (Inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable.

Table 1

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder.
3.	An EME or QSE which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p> <ul style="list-style-type: none"> Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).
5.	An EME or QSE which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

Black people mean Africans, Coloureds and Indians, who - (a) are citizens of the Republic of South Africa by birth or descent; or (b) 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 naturalisation prior to that date. (BROAD-BASED BLACK ECONOMIC EMPOWERMENT ACT No 25899, 2003 of

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".

9 JANUARY 2004).

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	<input checked="" type="checkbox"/>	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	<input checked="" type="checkbox"/>	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	<input checked="" type="checkbox"/>	Use of correction fluid is prohibited.
4	<input checked="" type="checkbox"/>	Submission of a signed bid offer as per the DPW-07 (EC).
5	<input checked="" type="checkbox"/>	Submission of DPW-09 (EO)- Particulars of Tenderer's Projects.
6	<input type="checkbox"/>	Bidders must comply with DPW-21 (EC): Record of Addenda to tender documents, if any.
7	<input type="checkbox"/>	Submission of DPW-16 signed by the authorised official and completion of bid briefing attendance register. insert motivation why the tender clarification meeting is declared compulsory
8	<input checked="" type="checkbox"/>	The tenderer shall submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender. <i>(Signature)</i>
9	<input checked="" type="checkbox"/>	The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender.
10	<input checked="" type="checkbox"/>	The Bidder to submit the Proof of ownership (motor vehicle licence (MLV 1 CC (2)(2008/02) or proof of registration or logbook/s) for the Bakkie or panel van registered under Him/ Her or company or letter of intent to hire the Bakkie or panel van to be used during this contract period.
11	<input checked="" type="checkbox"/>	Bidder to submit a proof of relevant experience on boilers for operations and maintenance by means of award / appointment letter and completion certificate not less than three consecutive months.
12	<input checked="" type="checkbox"/>	Invitation to Bid PA-32
13	<input type="checkbox"/>	
14	<input type="checkbox"/>	
15	<input type="checkbox"/>	

4.2. Indicate administrative responsiveness requirements applicable for this tender.

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 will disqualify the tender offer from further consideration.

1	<input checked="" type="checkbox"/>	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	<input checked="" type="checkbox"/>	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	<input checked="" type="checkbox"/>	All parts of tender documents submitted must be fully completed in ink and signed where required.
4	<input checked="" type="checkbox"/>	Submission of (PA-11): Bidder's disclosure
5	<input type="checkbox"/>	Submission of PA-16.1 (EC): Ownership Particulars
6	<input checked="" type="checkbox"/>	Submission of documentation relating to risk assessment criteria as contained in C 2.1 of DPW-03 Tender Data.
7	<input checked="" type="checkbox"/>	Submission of (PA 40): Declaration of Designated Groups.
8	<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD). Insert the Supplier Registration Number on the form of offer, including proposed sub-contractors if any
9	<input type="checkbox"/>	Data provided by the tenderer in Part 2 of DPW-04 Contract Data (JBCC 2018) or DPW-05 Contract Data (GCC 2015) whichever applicable to be fully completed.
10	<input checked="" type="checkbox"/>	The tenderer shall submit his fully priced Bills of Quantities (complete document inclusive of all parts) within 14 calendar days from request.
11	<input type="checkbox"/>	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
12	<input type="checkbox"/>	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.
13	<input checked="" type="checkbox"/>	Submission of a valid Public liability certificate
14	<input checked="" type="checkbox"/>	Contractor must be in a Letter of Good Standing with Workmans Compensation (COIDA)
15	<input type="checkbox"/>	
16	<input type="checkbox"/>	
17	<input type="checkbox"/>	
18	<input type="checkbox"/>	

4.3. Indicate administrative requirements applicable for specific goals, Tenderers will not be required to submit the below documents if not provided in the original tender proposals, Failure to comply with the criteria stated hereunder shall result in the tenderer not allocated points for specific goals

1	<input checked="" type="checkbox"/>	Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
2	<input checked="" type="checkbox"/>	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. THE FOLLOWING EVALUATION METHOD FOR RESPONSIVE BIDS WILL BE APPLICABLE:

<input type="checkbox"/> Method 1 (Financial offer)	<input checked="" type="checkbox"/> Method 2 (Financial and Preference offer)
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5.1. This bid will be evaluated according to the 80/20 Preference points scoring system:

6. 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.

6.1 Technical risks:

Criterion 1: Experience on comparable projects during the past specify between 5 and 10 years.

The tendering Service Provider's experience on comparable projects during the past specify between 5 and 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 specify between 5 and 10 years.

Adherence to contractual commitments and quality of performance of comparable current and previous projects performed by the Tenderer during the past specify between 5 and 10 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.

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;

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".

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.

6.2 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.

7. COLLECTION OF QUOTATION DOCUMENTS

- Quotation documents are available for collection during working hours
- Alternatively; quotation documents may be collected during working hours at the following address **insert physical address**. A non-refundable bid deposit of **R insert amount** payable (cash only) on collection of the bid documents.

8. SITE INSPECTION MEETING

Compulsory briefing session will be held in respect of this quotation.

The particulars for compulsory briefing session or virtual briefing session are:

Venue:	(type in here the place or "N/A")		
Virtual meeting Link:	(type in here the place or "N/A")		
Date:	(type in here the date or "N/A")	Starting time:	(type in here the time or "N/A")

9. ENQUIRIES

9.1. Technical enquiries may be addressed to:

DPWI Project Manager	Vama Khumalo	Telephone no:	031 314 7067
Cellular phone no	067 416 7424	Fax no:	
E-mail	vama.khumalo@dpw.gov.za		

9.2. SCM enquiries may be addressed to:

SCM Official		Telephone no:	
Cellular phone no		Fax no:	
E-mail			

10. DEPOSIT / RETURN OF QUOTATION 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).

PA-03 (EC): NOTICE AND INVITATION FOR QUOTATION

<p>Tender documents may be posted to:</p> <p>The Director-General Department of Public Works and Infrastructure Private Bag X i54315 Durban 4001</p> <p>Attention: Procurement section: Room insert room no</p>	<p>OR</p>	<p>Deposited in the tender box at:</p> <p>Corner of Dr Pixley kas Seme & Samora Machel Street NDPW(DURBAN) Corner of Dr Pixley kas Seme & Samora Machel Street Room 05 box 16</p>
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FACILITIES MANAGEMENT
CONDITIONS OF CONTRACT (DPW)
SEPT. 2005 VERSION 1

PA-10 (FM): CONDITIONS OF CONTRACT

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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 an 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 is 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 $(R_w - R_n) \div X$ 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:
- (1) deductions for penalties;
 - (2) deductions for overpayments;
 - (3) deductions for retention
 - (4) 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 seek 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 Parties 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.



public works

Department:
Public Works
REPUBLIC OF SOUTH AFRICA

OCCUPATIONAL HEALTH AND SAFETY

GENERIC GUIDELINES FOR SAFETY, HEALTH AND ENVIRONMENTAL SPECIFICATIONS

IN

CONSTRUCTION PROJECTS, REPAIRS,

RENOVATIONS & MAINTENANCE

MANAGED BY

**THE DEPARTMENT OF
PUBLIC WORKS**

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1. PREAMBLE

In terms of Construction Regulation 4(1)(a) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and 5(1) construction regulation of 2014, the Department of Public Works, as the Client and/or its Agent on its behalf, shall be responsible to prepare Health & Safety Specifications for any intended construction project and provide any Principal Contractor who is making a bid or appointed to perform construction work for the Client and/or its Agent on its behalf with the same.

The Client's further duties are as described in The Act and the Regulations made thereunder. The Principal Contractor shall be responsible for the Health & Safety Policy for the site in terms of Section 7 of the Act and in line with Construction Regulation 5 as well as the Health and Safety Plan for the project.

This 'Health and Safety Specifications' document is governed by the "Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), hereinafter referred to as 'The Act'. Notwithstanding this, cognizance should be taken of the fact that no single Act or its set of Regulations can be read in isolation. Furthermore, although the definition of Health and Safety Specifications stipulates 'a documented specification of all health and safety requirements pertaining to associated works on a construction site, so as to ensure the health and safety of persons', it is required that the entire scope of the Labour legislation, including the Basic Conditions of Employment Act be considered as part of the legal compliance system. With reference to this specification document this requirement is limited to all health, safety and environmental issues pertaining to the site of the project as referred to here-in. Despite the foregoing it is reiterated that environmental management shall receive due attention.

Due to the wide scope and definition of construction work, every construction activity and site will be different, and circumstances and conditions may change even on a daily basis. Therefore, due caution is to be taken by the Principal Contractor when drafting the Health and Safety Plan based on these Health and Safety Specifications. Prior to drafting the Health and Safety Plan, and in consideration of the information contained here-in, the contractor shall set up a Risk Assessment Program to identify and determine the scope

and details of any risk associated with any hazard at the construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard. *This Risk Assessment and the steps identified will be the basis or point of departure for the Health and Safety Plan.* The Health and Safety Plan shall include documented 'Methods of Statement' (see definitions under Construction Regulations) detailing the key activities to be performed in order to reduce as far as practicable, the hazards identified in the Risk Assessment.

The Department of Public Works is tasked to provide accommodation and operational facilities to a very large proportion of the approximate 35 National Departments responsible for the governance of the Department of Public Works. A very large number of State employees and public users of the facilities and the services provided there-in directly interacts with the facilities provided by the well-being, health and safety of a great number of people. This Department thus has directly or indirectly, an impact on the Republic of South Africa as well as the National Parliament.

In this a high premium is to be placed on the health and safety of the most valuable assets of the Department of Public Works. These are its personnel, the personnel of its Clients and the physical assets of which it is the custodian and may also include the public as well. The responsibilities the Department and relevant stakeholders have toward its employees and other people present in the facilities or on the sites are captured further in this specification document. These responsibilities stem from both moral, civil and a variety of legal obligations. The Principal Contractor is to take due cognisance of the above statement.

Every effort has been made to ensure that this specification document is accurate and adequate in all respects. Should it however, contain any errors or omissions they may not be considered as grounds for claims under the contract for additional reimbursement or extension of time, or relieve the Principal Contractor from his responsibilities and accountability in respect of the project to which this specification document pertains. Any such inaccuracies, inconsistencies and/or inadequacies must immediately be brought to the attention of the Agent and/or Client.

2. SCOPE OF HEALTH AND SAFETY SPECIFICATION DOCUMENT

These Specifications should be read in conjunction with the Act, the Construction Regulations and all other Regulations and Safety Standards which were or will be promulgated under the Act or incorporated into the Act and be in force or come into force during the effective duration of the project. The stipulations in this specification, as well as those contained in all other documentation pertaining to the project, including contract documentation and technical specifications shall not be interpreted, in any way whatsoever, to countermand or nullify any stipulation of the Act, Regulations and Safety Standards which are promulgated under, or incorporated into the Act.

3. PURPOSE

The Department is obligated to implement measures to ensure the health and safety of all people and properties affected under its custodianship or contractual commitments, and is further obligated to monitor that these measures are structured and applied according to the requirements of these Health and Safety Specifications.

The purpose of this specification document is to provide the relevant Principal Contractor (and his /her contractor) with any information other than the standard conditions pertaining to construction sites which might affect the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; and to protect persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work during the carrying out of construction work for the Department of Public Works. The Principal Contractor (and his /her contractor) is to be briefed on the significant health and safety aspects of the project and to be provided with information and requirements on inter alia:

- a) Safety considerations affecting the site of the project and its environment;
- b) Health and safety aspects of the associated structures and equipment;
- c) submissions on health and safety matters required from the Principal Contractor (and his /her contractor); and
- d) the Principal Contractor's (and his /her contractor) health & safety plan.

To serve to ensure that the Principal Contractor (and his /her contractor) is fully aware of what is expected from him/her with regard to the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Regulations made there-under including the applicable safety standards, and in particular in terms of Section 6,7 and 8 of the construction regulation (2014).

To inform the Principal Contractor that the Occupational Health and Safety Act, 1993 (Act 85 of 1993) in its entirety shall apply to the contract to which this specification document applies. The Construction Regulations promulgated on 07 February 2014.

4. DEFINITIONS - The most important definitions in the Act and Regulations pertaining to this specification document are hereby extracted.

“Purpose of the Act” – To provide for the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; the protection of persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work; to establish an advisory council for occupational health and safety; and to provide for matters connected therewith.

“Health & Safety Specification” – means a document that includes information required under the construction regulation and obtained from the clients & designers during the early planning & design stage for a specific project on a specific site for use by the contractors when preparing their tenders or bids to clients.

“Health & Safety Plan” – means a document which is site specific and includes all identified hazards, safe work procedures to mitigate, reduce & control the hazards identified in a project.;

“Agent” – means any person who acts as a representative for a client;

“Client” – means any person for whom construction work is performed;

Construction Health & Safety Agent (SACPCMP) – The person or entity appointed by the client through the Agent and who has a full authority and obligation to act on the clients behalf in terms of the construction regulations;

“Construction Work” is defined as any work in connection with –

- (a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
- (b) the installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling;
- (c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
- (d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;

“Contractor” – means an employer, as defined in Section 1 of the Act, who performs construction work and includes Principal Contractors;

“Contract Amount” Financial value of the contract at the time of the award of the contract, exclusive of all allowance and any value added tax or sales tax which the law requires the employer to pay to the contractor.

“Practical Completion Certificates” A certificates issued in terms of a contract by the employer, signifying that the whole of the construction works have reached a state of readiness for occupation or use for the purposes intended, although some minor work may be outstanding.

“Accident” – means unplanned occurrence that happens due to the unsafe condition and may cause injury to a person, damage to the property, material, plant, equipment and the environment;

"Hazard" – means anything including work activities and practices with the potential to cause harm;

"Risk" – means the likelihood that harm will occur and the subsequent consequences.

"Risk assessment" – means a process to determine any risk associated with any hazard at a construction site in order to identify the steps needed to be taken to mitigate, reduce or control such hazards.

Health and Safety File" – means a file, or other record in permanent form, containing the information required as contemplated in the regulations;

5. OCCUPATIONAL HEALTH & SAFETY MANAGEMENT

5.1 Structure and Organization of OH&S Responsibilities

5.1.1. Overall Supervision and Responsibility for OH&S

- a) The Client and/or its Agent on its behalf to ensure that the Principal Contractor, appointed in terms of Construction Regulation 4(1)(c), implements and maintains the agreed and approved H&S Plan. Failure on the part of the Client or Agent to comply with this requirement will not relieve the Principal Contractor from any one or more of his/her duties under the Act and Regulations.
- b) The Chief Executive Officer of the Principal Contractor in terms of Section 16 (1) of the Act to ensure that the Employer (as defined in the Act) complies with the Act. The pro forma Legal Compliance Audit may be used for this purpose by the Principal Contractor or his/her appointed contractor.
- c) All OH&S Act (85 /1993), Section 16 (2) appointee/s as detailed in his/her/their respective appointment forms to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made

available to the principal Contractor to become part of site records (Health & Safety File).

- d) The Construction Supervisor and Assistant Construction Supervisor/s appointed in terms of Construction Regulation 6 to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal Contractor to become part of site records (Health & Safety File).
- e) All Health and Safety Representatives (SHE-Reps) shall act and report as per Section 18 of the Act.

J.12 Required appointments as per the Construction Regulations:-

Item	Regulation	Appointment	Responsible Person
1.	3.	Application Construction work permit	Client
2.	5(1)(k)	Principal contractor for each phase or project	Client
3.	5(6)	Construction Health & Safety Agent	Client
4.	7.(1)(c)	Contractor	Principal Contractor
5.	7(3)	Contractor	Contractor
6.	8(1)	Construction manager	Contractor
7.	8(2)	Assistance Construction manager	Contractor
8.	6(1)	Construction supervisor	Contractor
9.	6(2)	Construction supervisor sub-ordinates	Contractor
10.	8(5)	Construction Safety Officer	Contractor
11.	8(8)	Responsible employee	
12.	9(1)	Person to carry out risk assessment	Contractor
13.	10(1)	Fall protection planner	Contractor
14.	12(1)	Temporal work designer	
15.	12(2)	Supervisor of temporal work operation	
16.	13(1)	Excavation supervisor	Contractor
17.	13(2)(k)	Competent person in the use of explosive for excavations	Contractor
18.	14(11)	Explosives expert	Contractor
19.	14(1)	Supervisor demolition work	Contractor
20.	14(2)	Scaffold supervisor	Contractor
21.	16(1)	Suspended platform supervisor	Contractor
22.	18(1)a	Rope access	Contractor
23.	19(8)(a)	Material hoist inspector	Contractor
24.	20(1)	Bulk mixing plant supervisor	Contractor
25.	21(2)	Explosive actuated fastening device inspector	Contractor
26.	21(2)(g)	Explosive actuated fastening device cartridge, nails and studs: issuer & collector	Contractor
27.	23 (1)	Operator : construction vehicle and mobile plant	Contractor
28.	28 (a)	Stacking and storage supervisor	Contractor
29.	29 (h)	Fire equipment inspector	Contractor

5.2 *Communication, Participation & Consultation*

- 5.2.1** Occupational Health & Safety matters/issues shall be communicated between the Employer, the Principal Contractor, the other Contractors, the Designer and other concerned parties shall be through the H&S Committee or other means determined by the client.
- 5.2.2** In addition to the above, communication may be directly to the Client or his appointed Agent, verbally or in writing, as and when the need arises.
- 5.2.3** Consultation with the workforce on OH&S matters will be through their Supervisors and H&S Representatives ('SHE – Reps')
- 5.2.4** The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors e.g. design changes agreed with the Client and/or its Agent on its behalf and the Designer, instructions by the Client and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/situations etc.

6. INTERPRETATION

- a) The Occupational Health and Safety Act and all its Regulations, with the exception of the Construction Regulations, distinguish between the roles, responsibilities and functions of employers and employees respectively. It views consultants and contractors as employees of the "owner" of a construction or operational project, the "owner" being regarded as the employer.
- b) (The position taken by the Construction Regulations is that the "owner", in terms of its instructions, operates (has to operate) in the role of client as per relevant definition. The contractors working for the "client" are seen to be in two categories, i.e. the Principal Contractor and Contractors.

- c) The Principal Contractor has to take full responsibility for the health and safety on the site of the relevant project / contract. This includes monitoring health and safety conditions and overseeing administrative measures required by the Construction Regulations from all contractors on the project site.

7. RESPONSIBILITIES

7.1 Client

- a) The Client or his appointed Agent on his behalf will appoint each Principal Contractor for this project or phase/section of the project in writing for assuming the role of Principal Contractor as intended by the Construction Regulations.
- b) The Client or his appointed Agent on his behalf shall discuss and negotiate with the Principal Contractor the contents of the health and safety plan of the both Principal Contractor and Contractor for approval.
- c) The Client or his appointed Agent on his behalf will take reasonable steps to ensure that the health and safety plan of both the Principal Contractor and Contractor is implemented and maintained. The steps taken will include periodic audits at intervals of at least once every month.
- d) The Client or his appointed Agent on his behalf, will prevent the Principal Contractor and/or the Contractor from commencing or continuing with construction work should the Principal Contractor and/or the Contractor at any stage in the execution of the works be found to:
- have failed to have complied with any of the administrative measures required by the Construction Regulations in preparation for the construction project or any physical preparations necessary in terms of the Act;
 - have failed to implement or maintain their health and safety plan;
 - have executed construction work which is not in accordance with their health and safety plan; or

- act in any way which may pose a threat to the health and safety of any person(s) present on the site of the works or in its vicinity, irrespective of him/them being employed or legitimately on the site of the works or in its vicinity.

7.2 Principal Contractor

- a) The Principal Contractor shall accept the appointment under the terms and Conditions of Contract. The Principal Contractor shall sign and agree to those terms and conditions and shall, before commencing work, notify the Department of Labour of the intended construction. Annexure 2 of this construction regulation contains a "Notification of Construction Work" form. The Principal Contractor shall submit the notification in writing prior to commencement of work and inform the Client or his Agent accordingly.
- b) The Principal Contractor shall ensure that he is fully conversant with the requirements of this Specification and all relevant health and safety legislation.
- c) The Principal Contractor will in no manner or means be absolved from the responsibility to comply with all applicable sections of the Act, the Construction Regulations or any Regulations proclaimed under the Act or which may perceivable be applicable to this contract.
- d) The Principal Contractor shall provide and demonstrate to the Client a suitable and sufficiently documented health and safety plan based on this Specification, the Act and the Construction Regulations, which shall be applied from the date of commencement of and for the duration of execution of the works. This plan shall, as appendices, include the health and safety plans of all Sub-contractors for which he has to take responsibility in terms of this contract.
- e) The Principal Contractor shall provide proof of his registration and good standing with the Compensation Fund or with a licensed compensation insurer prior to commencement with the works.
- f) The Potential Principal Contractor shall, in submitting his tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety

requirements, the Act and Construction Regulations. (Note: This shall have to be contained in the conditions of tender upon which a tenderer's offer is based.)

- g) The Principal Contractor shall consistently demonstrate his competence and the adequacy of his resources to perform the duties imposed on the Principal Contractor in terms of this Specification, the Act and the Construction Regulations.
- h) The Principal Contractor shall ensure that a copy of his health and safety plan is available on site and is presented upon request to the Client, an Inspector, Employee or Sub-contractor.
- i) The Principal Contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of this Specification, the Act and the Construction Regulations, is opened and kept on site and made available to the Client or Inspector upon request. Upon completion of the works, the Principal Contractor shall hand over a consolidated health and safety file to the Client.
- j) The Principal Contractor shall, throughout execution of the contract, ensure that all conditions imposed on his Sub-contractors in terms of the Act and the Construction Regulations are complied with as if they were the Principal Contractor.
- k) The Principal Contractor shall from time to time evaluate the relevance of the Health and Safety Plan and revise the same as required, following which revised plan shall be submitted to the Client and/or his/her Agent for approval.

7.3 Contractor

The contractor must demonstrate to the Principal Contractor that he has the Necessary competencies and resources to perform the construction work safely.

7.4 Responsibilities of Construction Health & Safety Agent (SACPCMP)

The construction Health & Safety Agent act as a link between the client, Principal Contractor and the project team members with respect to health & Safety, They are Required to ensure that the client carry out its H&S responsibilities in terms of Legislation as well as to co-ordinate and ensure good H&S practices are maintained Throughout the duration of the project. In many cases this role starts from project Initiation to project close-out.

- a) **H&S competence:** In the event that the client is unable to satisfy the requirements of the Construction Regulations for whatever reasons, the construction H&S agent may be appointed to perform these functions on behalf of the client. Given the need to appoint a registered construction H&S agent that is competent and adequately resourced with respect to H&S matters.
- b) **H&S goals:** It is important that the construction H&S agents demonstrate clearly to clients how they are going to contribute to the achievement of any client H&S goals and objectives. They should also set their own H&S goals.
- c) **H&S responsibilities:** Prior to accepting the H&S agent appointment from clients, H&S agents need to ensure that they brief clients fully on the client's particular responsibilities in terms of the OH&SA of 1993 and Construction Regulations as amended from time to time. In the absence of acceptance by clients of these responsibilities, H&S agents will not be able to adequately meet their own H&S responsibilities and duties.
- d) **H&S information:** H&S agents must provide the designer or design team with all H&S information to enable them to conduct a design HIRA to identify the significant hazards that need to be included in the H&S specification. This information may be gathered from multiple sources such as, for example, discussion with the client, previous historical use of the site or facility, previous surveys and investigations and past H&S files.

8. SCOPE OF WORK

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 certify 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 consortium² 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.

² 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.



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 CERTIFY 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.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

This form has been aligned with SBD4

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:

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

_____ (Project description as per Bid / Tender Document)

Bid / Tender Number: _____ (Bid / Tender Number as per Bid / Tender Document)

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

	Name	Capacity	Signature
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The bidding 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 Bidding 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 Bidding Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding 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 Bidding 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 Bid /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 Bid /Tender Document)

Bid / Tender Number: _____ (Bid / Tender Number as per Bid / 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 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.

3. The Enterprise accepts 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.
4. 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: _____

_____ (code)

Postal Address: _____

 _____ (code)

Telephone number: _____

Fax number: _____

	Name	Capacity	Signature
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The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed

Note:

- * Delete which is not applicable.
- NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
- 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 Bidding Enterprise (attach proof of shareholding / ownership hereto).
- Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding 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 Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
- 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 bid 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:

RESOLVED that:

- A. The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Department of Public Works in respect of the following project:

(Project description as per Bid /Tender Document)

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



B. 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 Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid 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: _____

_____ (code)

Postal Address: _____

_____ (code)

Telephone number: _____

Fax number: _____



	Name	Capacity	Signature
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The bidding 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 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).



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
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 Preference Points System to be applied

(tick whichever is applicable).

- The applicable preference point system for this tender is the **80/20** preference point system.
- The applicable preference point system for this tender is the **90/10** preference point system.
- Either the **90/10** or **80/20** preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender shall be awarded for:

1.3.1 Price; and

1.3.2 Specific Goals

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

CHOOSE APPLICABLE PREFERENCE POINT SCORING SYSTEM	<input checked="" type="checkbox"/> 80/20	<input type="checkbox"/> 90/10
PRICE	80	90
SPECIFIC GOALS	20	10
Total points for Price and Specific Goals	100	100

1.5 Breakdown Allocation of Specific Goals Points



1.5.1. For procurement transaction with rand value greater than R2 000, 00 and up to R1 Million (Inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable.

Table 1

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> • Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> • Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> • Lease Agreement which is in the name of the bidder.
3.	An EME or QSE which is at least 51% owned by black women (Mandatory)	4	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

			and <ul style="list-style-type: none"> • Medical Certificate indicating that the disability is permanent. Or <ul style="list-style-type: none"> • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or <ul style="list-style-type: none"> • National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).
5.	An EME or QSE which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> • ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.



1.5.2. For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 2 below are applicable.

Table 2

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	10	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • Official Municipal Rates Statement which is in the name of the bidder. Or

			<ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p> <ul style="list-style-type: none"> Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDSA).</p>

5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
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1.5.3. For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 3 below are applicable.

NB. The use of one of goal numbers' 4 or 5 is mandatory. The BSC must select either one of the two, but not both.

Table 3

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51%	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

	owned by black women (mandatory)		
4. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p> <ul style="list-style-type: none"> • Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</p>
OR			
5. <input type="checkbox"/>	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	<ul style="list-style-type: none"> • ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable

Black people mean Africans, Coloureds and Indians, who - (a) are citizens of the Republic of South Africa by birth or descent; or (b) 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 naturalisation prior to that date. (BROAD-BASED BLACK ECONOMIC EMPOWERMENT ACT No 25899, 2003 of 9 JANUARY 2004).

- 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,

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 4: 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 (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black people	4	10		
2. Located in a specific Local Municipality or District Municipality or Metro or	2	2		

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Province area for work to be done or services to be rendered in that area				
3. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black women	2	4		
4. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black people with disability	2	2		
5. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black youth.*	2	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:



PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Name of Tenderer

EME¹ QSE² 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 (R) / Under Developed Area (UD) / Township (T) / Urban (U).	Indicate if military veteran
1.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
8.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
9.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
10.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
11.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
12.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> 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)

¹ EME: Exempted Micro Enterprise

² QSE: Qualifying Small Business Enterprise

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

2. 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, 2017, 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

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SPECIAL CONDITIONS OF CONTRACT

This document is the written agreement between the Department of Public Works and the Professional Service Provider for a fixed period as stipulated in this contract. During the contract period there are fixed legalities to be adhered to by the Department of Public works and the Professional Service Provider, these legalities ensure that the working relationship between the employer and employee are upon fair grounds and any failure to comply with this agreement will be met with legislative protection.

This document is applicable to work pertaining to the maintenance, repair/renovation and operation of boiler houses, boiler functioning and operation, and the service provided by the boilers.

1. VALUE-ADDED TAX

All prices, rates, tariffs etc. in this tender document shall exclude Value-Added Tax (VAT).

2. PRICES

All prices for items in this document shall include additional costs, if any, which may occur as a result of this Contract, as well as for the supply of all scaffolding and normal plant and everything necessary for the proper execution of the work.

3. THE BID

The pages of this BID are numbered consecutively. The BIDDER shall, before submitting this BID, check the numbers of the pages and should any be missing or duplicated, or the reproduction be indistinct, or if any doubt exists as to the full intent or meaning of any description, or this BID contains any obvious errors, the BIDDER shall obtain a directive in writing from the Department.

The text of this BID and other documents as prepared by the Department shall be adhered to and no alteration, erasure, omission or addition thereto by the BIDDER shall be accepted.

4. DOCUMENTS

Should there be any contradiction between these, the Conditions of Contract (PW 677) and

the Conditions of the BID (PW 210), the contradiction must be brought to the attention of the relevant official who will make a ruling, and such ruling will be final.

The following documents shall be read in conjunction with this BID.

- a) State Tender Board General Conditions and Procedures (ST 30).
- b) Occupational Health and Safety Act, Act no 85 of 1993.
- c) Municipal by-laws and any special requirements of the Local Authority.
- d) The Document PW379.

The BIDDER shall study these documents and acquaint himself with the contents thereof as no claims in this regard shall be accepted.

5. PROVISIONAL QUANTITIES

All quantities in this BID document are provisional and inserted in order to obtain competitive tenders. The Department reserves the right to increase or decrease quantities and exclude installations during the progress of the contract and such increases or decreases shall not alter the rates for any item.

6. RATES

Each item to be serviced as listed in this tender document must be priced. "No cost", "R0.00", "Free", "N/A" or unfair and unreasonable tariffs for servicing shall not be accepted and may lead to disqualification of the BID. The Department reserves the right to make such adjustments to individual tariffs in these schedules as necessary to eliminate errors, discrepancies or what they consider to be unreasonable or unbalanced rates. **This is not a lump sum contract.**

7. CONTRACT PERIOD, RENEWAL AND TARIFF ADJUSTMENT

This BID shall be valid for a period of 3 **months** commencing from the date of the letter of acceptance of the tender.

Note:-

The contract tariffs shall remain fixed for 3 **calendar months** including escalation, and no further adjustments will be allowed except that for an increase in VAT will apply.

Any extension of this contract will only be approved if required by the Regional Bid Committee.

8. ACCESS TO PREMISES

The Contractor undertakes to:

- a) Arrange with the occupants of buildings regarding access to the premises in order to execute the required service.
- b) Take adequate precautions to prevent damage to buildings, to fittings and furnishing inside the premises and elsewhere on the site.
- c) Accept liability and to indemnify the Department against any claims whatsoever arising from his conduct and/or the conduct of his employees.
- d) Safeguard all his employees in accordance with the regulations of the Unemployment Insurance Act 1966, (Act No. 30 of 1966) and any amendments thereof.
- e) Comply with all by-laws and requirements of the Local Authority.

Carry out maintenance, servicing and repairs during normal working hours

9. ACCESS CARDS TO SECURITY AREAS

Should the work fall within a security area, the Contractor shall obtain, either from the South African National Defense Force, Department of Correctional Services, South African Police Service or Client Department access cards for his personnel and employees who work within such an area.

The Contractor shall comply with any regulations or instructions issued from time to time, concerning the safety of persons and property, by the South African National Defense Force, Department of Correctional Services, South African Police Service or Client Department.

The NIS (National Intelligence Service) may conduct the necessary vetting and screening to determine the security competence of the Contractor (this refers to all the employees working for the appointed contractor) if such a Service Provider is rendering a service to the state organs which will give the Contractor access to areas designated as national key points.

10. SECURITY CHECK ON PERSONNEL

The South African National Defense Force, Department of Correctional Services, South African Police Service or other Client Departments may require the Contractor to have his personnel or a certain number of them security classified.

In the event of either the South African National Defense Force, Department of Correctional Services, South African Police Service or Client Department requesting the removal of a person or persons from the site for security reasons, the Contractor shall do so forthwith and the Contractor shall thereafter ensure that such person or persons are denied access to the site and/or to any documents or information relating to the work.

The following points will apply to the appointment of foreign nationals in National Key Points, Prestige as well as Security Cluster Departments (Defence, Correctional Services, Justice, SAPS and Home Affairs):

- a) The National Strategic Intelligence Act of 1994, as amended prescribes that individuals who will have access to classified information and access to National Key Points must have positive security clearance.
- b) Foreign Nationals do not qualify for security clearance requirements, therefore they are unable to access the Security Cluster Departments (mentioned above).

11. TRAINED STAFF

The Contractor shall use competent trained staff directly employed and supervised by him and shall take all the necessary steps to maintain the installations and keep it in perfect working condition. The Department reserves the right to inspect the Bidder's premises for plant, equipment and general good management before the bid is awarded.

Note:

A Statement of Experience gained and on what type of equipment shall be submitted with the tender.

12. REDUNDANT MATERIAL, RUBBISH AND WASTE

All rubbish and waste shall be removed from the site by the Contractor. Any waste obtained from construction work by the Contractor must be disposed of at a municipal dump site. A dumping slip from the municipal dump site must be obtained and submitted to the Department Official.

The Contractor must consult with the NDPW representative before disposing of any redundant material/equipment/components from the boiler or the steam generator and related equipment.

The contractor must provide the Department with a report on the handling and disposal of hazardous waste, upon which the Departmental Official will approve.

13. ASSOCIATED ELECTRICAL WORK

All such work shall be carried out by, or under the supervision of a qualified person, and comply with the Occupational Health and Safety Act (Act No 85 of 1993, as amended).

14. SCOPE OF CONTRACT

This contract is for the and Operation of Boilers and all steam generation related components in State owned properties falling under the control of the Durban Regional Office in KwaZulu Natal Province, for a period of 3 months as specified.

The Contractor shall supply, at his own cost, all consumable material such as oil, grease, waste, hacksaw blades, welding rods and material for all other forms of welding, insulation tape etc. necessary for the proper execution of repairs, maintenance and servicing. **No claims for consumables shall be accepted.** Where repairs are required on specialized items of equipment, the Contractor shall arrange for such work to be carried out by specialists approved by the Department. Should the Contractor wish to make use of sub-contractors, he shall apply to the Department for written approval before making use of their services. **No mark-up or handling fees on sub-contractor's invoices shall be accepted.**

15. OFFICIAL ORDER FOR REPAIRS

- a) After a requisition has been made by client to NDPW responsible official, contractor shall issue a quotation which will be scrutinized by responsible Chief works manager, following agreement between the quoted amounts an official order for repairs shall be issued to the Contractor.
- b) Instructions for repairs may only be issued to Contractors by Chief works manager of the applicable NDPW Regional Office who are the appointed persons responsible to

issue the instruction. For each repair the complaint number issued for that repair as well as details regarding the defects shall be given to the Contractor in writing.

Any instruction given by the Client and attended to by the contractor will not be honored by DPW but by the Client Department.

- c) No payments shall be made for work executed without the necessary written authority, such as official order number and signed job cards.

Payments can be delayed if order numbers and complaint numbers do not appear on invoices submitted for payment and incorrect calculations.

16. EXECUTION OF REPAIRS

In the event of repairs having to be carried out urgently during the course of a programmed service, details of such repairs shall be reported immediately to the Head of the Facilities Management for further instructions and/or authority to proceed.

No work may be carried out without prior instruction from the Head of the Facilities Management.

The Contractor shall respond to all normal breakdown calls within **24** hours of receipt of the call. Should this not be possible, it is the responsibility of the Contractor to obtain an extension of time. The written request shall clearly state all the reasons for the extension request. Permission for extension shall be given in writing.

For emergency services the response time shall be within 8 hours from the receipt of the call. Only breakdowns which could affect public health, cause an environmental disaster and/or destroy sensitive equipment, shall be treated as emergency repairs.

In the event of the contractor not responding in the required time, the Department reserves the right to call on any other contractor to carry out the service. Any additional cost incurred

shall be for the account of the successful bidder.

17. JOB CARDS FOR REPAIRS

Job cards shall be completed in all respects for each and every repair undertaken. Job cards shall be in accordance with the example included in Annexure B and duplicating or printing thereof shall be for the Contractor's own cost.

Job cards shall be completed in duplicate, legibly in ink after completion of each repair and all unused lines shall be ruled through. A copy of the fully completed job card must be submitted to the Client Department for audit purposes and for verification of the deletion of the unused lines. Incomplete and incorrect job cards shall be returned to the Contractor with his invoice.

18. ACCOUNTS FOR SERVICING AND REPAIRS

Accounts for servicing shall be accompanied by a Service Schedule.

Accounts for repairs executed, shall be accompanied by a job card.

Note:

Any overpayments discovered at a later stage shall be rectified and the Department shall recover the overpayment.

19. PAYMENT TO CONTRACTORS

Accounts can be submitted weekly or monthly. Payments of accounts complying with all the requirements shall be **made within 30 days electronically into the contractors banking account after receipt thereof.**

20. PROFIT ON MATERIAL (NON SCHEDULE ITEMS)

Percentage mark-up is allowed for non-scheduled material, equipment and requirements only and not on labor, transport and sub-contractor's services. The percentage mark-up shall then be calculated on the price excluding VAT. **Supplier invoice is required on all non-schedule**

items.

21. TRANSPORT COST

The Contractor shall make the necessary arrangements to have the required material or equipment available to execute the scheduled repairs, therefore no claims for delivery cost or transport cost to collect material or equipment for scheduled repairs shall be accepted.

22. CANCELLATION OF CONTRACT

The Department reserves the right to cancel this contract partly, meaning that certain installations might be withdrawn from this contract at any stage during the validity of this contract or any new installation may be added. The contractor undertakes not to lay any claim(s) against the Department in this event. A written 30 days' notice in this regard will be issued to the contractor.

In breach of a contract, the Contractor will be dealt with by the Legal Services division of the Department.

23. CALL CENTER

The Department has a call center in place which deals with all unplanned and terms contracts complaints. These complaints are subjected to close times which are linked to this contracts in respect of the times frames to react to the required service delivery. The successful bidder shall comply with these times frames and report close calls (service completed) on a weekly basis by the **THURSDAY OF EACH WEEK BEFORE 14H00.**

24. DRAWING UP OF SERVICE LEVEL AGREEMENT (SLA)

The successful bidder will be subjected to drafting the Service Level Agreement between the Client Department, DPW and the bidder as follows:

a) Invitation to attend and participate:

In the drawing up of a Service Level Agreement between the Department of Public Works, the Client Department and the New Service Provider (Contractors).

b) The purpose:

To sensitize the service providers on the procedures required by all our clients to enable them:

- i. To enter the premises
- ii. Implementation of day register/for recording purposes
- iii. To contact the relevant/right person
- iv. To execute the required service
- v. And to exit the premises with all the relevant documents
- vi. To ensure that the job cards are understood and filed in properly
- vii. To interphase the pilot project for the call center
- viii. To introduce the new service providers
- ix. To establish the protocol on site behavior, clear identification and OHSA
- x. The do's and don'ts'
- xi. How to deal with services not completed or not completed properly
- xii. The closing of calls/services rendered successfully.

c) The outcome:

- i. to forge a healthy relationship with every stakeholder from the beginning which will result in a win-win situation for all the concerned parties
- ii. to establish a benchmark whereby service delivery can be measured
- iii. To avoid the non-compliant by either parties as this could result into no service delivery.

25. IMPORTANT NOTICE IN TERMS OF THE OHS ACT

In order to correctly evaluate and reconcile this tender document in terms of the Construction Regulations for submission purposes, you are advised to obtain a copy of the following documents.

- a) Health and Safety Specification
- b) Occupational Health and Safety Act, 1993 (ACT 85 of 1993)

Both documents may be obtained as following:

- a) Go to www.publicworks.gov.za.
- b) Under documents click on Consultant's Documents.
- c) Scroll down to item 12.

No work on the project shall commence without the Health and Safety Plan having been approved by the client/agent

Kindly note that the Health and Safety Specification documents is meant to cover all contingencies for all possible projects, either initiated by the department of Public Works OR his duly appointed agent .In terms of the relevant project only that which is applicable to the project may be extracted from this document for the purpose of the Health and Safety Plan.

All of the above documentation must be available and be part of the Health and Safety File from the date of commencement of and for the duration of the project.

DISCLAIMER/EXIT CLAUSE

1. SHOULD THE APPOINTED CONTRACTOR NOT PERFORM OR DEFAULTS ON SERVICE DELIVERY WITHIN THE FIRST THREE MONTHS THE DEPARTMENT RESERVES THE RIGHT TO CANCEL THE CONTRACT AND RECOVER THE DIFFERENCE IN PRICE BETWEEN THE CONTRACTOR IN DEFAULT AND THE NEXT CONTRACTOR RECOMMENDED TO CONTINUE WITH THE CONTRACT, (WHERE APPLICABLE).

2. IN THE ABSENCE OF DOCUMENTS APPLICABLE TO THIS CONTRACT, THE SERVICE PROVIDER IS REQUESTED TO USE THE SANS DOCUMENTATION, OHS ACT AND THE **NATIONAL STANDARD SPECIFICATIONS FOR BOILER OPERATION AND MAINTENANCE.**

END OF THE SPECIAL CONDITIONS OF CONTRACT

TECHNICAL SPECIFICATION

The Technical Specifications of this document covers the technical details pertaining to Steam Generation, Steam Distribution and Hot Water Generation associated with boilers. Each of these sections will cover the technical details for the operation, maintenance and repair for the mentioned systems. The following 3 sections, i.e. Variations and Additions to Standard Specifications, Quality Assurance, and Guarantee of Installation and Equipment, will be discussed before going in to detail in each of the sections.

F 01 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.

F 01.01 General repair and installations requirements

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.

All work shall be executed in a first-class workman-like manner by qualified Tradesmen.

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 / Engineer in writing.

All materials and workmanship which, in the opinion of the Departmental Representative / Engineer, 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 / Engineer,

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

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.

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

The Contractor shall make sure that all safety regulations and measures are applied and enforced during the repair and construction periods to ensure the safety of the public and User Client.

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 public. The Contractor shall make sure that the necessary notifications and notices are timeously put into place for these activities.

F 02 QUALITY ASSURANCE SYSTEM

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

F 03 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 contract, 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 on the day of issue of a certificate of completion for the repair work of the installation.

FA: STEAM GENERATING INSTALLATION

All the technical specifications pertaining to Steam Generating Installations will be found in this section of the Term Contract.

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FA 14 GENERAL

FA 01 SCOPE

This Specification, when accompanied by the applicable supplementary specifications and other instructions listed in the equipment certificates, covers the basic requirements for the design, fabrication, installation, commissioning and repair of steam generators.

The requirements of this Specification are based on PER, SANS 347, SANS 10227, and other applicable specifications. This Specification can be used in conjunction with other design codes, but additional requirements have to be developed for those specific instances and approved by National Department of Public Works.

The minimum application conditions (temperature, pressure etc.) are limited to the material specification selected and the design parameters.

Steam generators containing true vapour pressure of 50kPa and above shall be subject to additional requirements that apply to pressure vessel in terms of the Act.

The specification applies to the National department of Public works and if used in other locations other than NDPW the specific requirements should be added to provide for local conditions and regulations. These typically include differences in statutes, competency of available work forces and environmental and climate factors.

FA 02 STANDARD SPECIFICATIONS

FA 02.01 LEGAL REUIREMENTS

This specification is governed by law of the contract, Occupational Health and Safety Act (Act No 85 of 1993) (OHSA) and regulations (Pressure Equipment Regulation) including latest legislation.

FA 02.02 ABBREVIATIONS

AIA – Approved Inspection Authority
CC – Construction Contractor
EC – Engineering Contractor
T&C – Testing and Commissioning
SANS – South African National Standard
PER – Pressure Equipment Regulation
OHSA – Occupational Health and Safety Act
NDPW – National Department of Public Works
NDT – Non-destructive Testing
PT – Liquid Penetrant Testing
RT – Radiographic Testing
UT – Ultrasonic Testing
MT – Magnetic Particle Testing
QCP – Quality Control Plan
PQR – Procedure Qualification Record
WPS – Welding Procedure Sequence

ORDER OF PRECEDENCE

The order of precedence when there are conflicts between the technical requirements referenced in contractual document is as follows:

- a. National Department of Public Works (Mechanical Engineering services) Approved concessions
- b. This specification
- c. Approved data sheet
- d. Documents referenced in the applicable specification

Other apparent conflicts shall be referred to NDPW for decision. No other party is at liberty to assume which is the governing requirement.

Local regulations shall govern where compliance is mandatory. Requirements of this specification and the referenced specifications and standards apply where they are more exacting and do not conflict with the requirements of these regulations.

FA 02.03 LANGUAGE

The text in all engineering and design data, drawings, calculations, notes, tables, technical information, reports and all other documents submitted to NDPW shall be in the English language. Texts in the language of the fabricator may also be shown, provided the English translations is shown in the preferred or prominent location. Abbreviations and symbols shall be according to the applicable accepted standards.

FA 02.03 SYSTEM OF UNITS

The system used of express numerical quantities in all calculations, texts, tables and data, and all dimensions shown on drawings shall be according to the SI system of units.

FA 02.04 REFERENCED DOCUMENTS,

Where reference is made to a code, specification or standard, the reference shall be taken to mean the latest edition of the code, specification or standard, including addenda, supplements and revisions.

FA 03 OPERATING AND MAINTENANCE MANUALS

ENGINEERIGN CONTRACTOR

The engineering contractor shall be responsible for:

- Performing all design and repair work
- Providing the department with operational and maintenance manual in both hard and soft copies
- Verifying and checking the design work
- Providing the department with approved for construction drawings isometric drawings
- Liaise with the department to update its manuals and parts list to current OEM spares
- Providing the department with Quality control plan for new installation and repairs completed
- Specifying material, inspection and identification. Ensuring compliance to code.
- Managing and rectifying any design clashes occurring during construction phase
- Issuing the certificate of design as required by the department
- Responsible for the appointment of construction contractor and all sub-contractors
- Generating, implementing and control documentation flow between all parties
- Review content of QCP prepared by construction contractor and ensure the pressurized system is fully compliant

Ensure the use of approved and qualified procedures for welding, fabrications, inspection and testing required to execute the work

FA 04 LOGGING AND RECORDING PROCEDURES

FA 04.01 NDPW

Department shall be responsible for:

- Taking the lead and arrange a meeting prior to installation
- Ensuring that all contractual requirements are fulfilled
- Arrange the date and technical agenda
 - Engineering contractor representatives to attend
 - NDPW representatives to attend

- The relevant commercial representative
- The construction contractor representatives
- Quality assurance and quality control representatives
- Occupational health and safety representatives

FA 04.02 ENGINEERING CONTRACTOR

Engineering contractor shall be responsible for

- Reviews of material requisition scope, purchase order scope, receiving inspection, quality control plan, isometric drawings and fabrication procedure requirements
- Ensuring that the construction contractor/sub-contractor is fully compliant with all approved for construction isometric drawings, material specification, fabrication, inspection and testing requirements.
- Ensure that the construction contractor/sub-contractor understands all contractual requirements

FA 05 TESTS AND INSPECTIONS ON COMPLETION OF REPAIR WORK

FA 05.01 RESPONSIBILITIES

a) NDPW:

- Is accountable for approving all concessions, substitutions, and exemptions authorized by main contractor for maintaining and modifying existing pressurized systems in accordance the NDPW systems.
- Shall be responsible for retaining the end of job documentation and relevant records pertaining to the pressurised system.
- Is responsible to agree to the plan of execution
- Is responsible to agree to the design, standards and specifications used in the design, construction and repair.
- Is responsible to participate in system checkout and punch-outs
- Is responsible to agree to the commissioning and putting into operations of the system
- Is responsible for reviewing and approving the design

b) ENGINEERING CONTRACTOR:

Engineering contractor shall be responsible for:

- The engineering contractor shall be responsible for performing all design work
- Implementing the requirements of the hazard and operability study (e.g. HAZOP), design code, standard and specification and any requirement specifically mentioned in the contract
- Verifying and checking design work. Obtain all approvals of design verification. Issuing the certificate of design as required by NDPW.
- Issuing approved for construction isometric drawings complying with contractual requirements. Issue an updated list of latest revisions.

FA 06 COMMISSIONING AND RE-COMMISSIONING OF PLANT AND INSTALLATION

FA 06.01 TERMS

Activities in preliminary tests and inspections, functional performance tests and the commissioning of newly completed installations and existing ones after major alteration are to be approved by NDPW. The compilation is to facilitate the work of Project Mechanical and Electrical Engineer, Project Manager, Facilities management Services representative and Project Electrical and Mechanical Inspector in the following aspects with respect to testing and commissioning (T & C):

- (a) The contractor is required to submit their T & C procedures to NDPW representative for vetting and approval
- (b) NDPW witness those T & C procedures as specified; and Contractor to action as agreed
- (c) NDPW accept the T & C certificates and other supporting data.

The Contractor shall carry out the T & C works as detailed in the vetted and approved document, and the supplementary specifications. Additional T & C plans may be proposed by the Contractor as appropriate and agreed by DPW, e.g. for special equipment supplied and/or installed by the Contractor.

The administrative requirements for T & C works are in general as specified in the latest standard specification for steam boiler installation.

FA 06.02 TESTING AND COMMISSIONING WORKS (OBJECTIVES)

The testing and commissioning works are:

- To be verify function ability of equipment/system after installation. Sign off to be obtained from NDPW representative and kept as supporting documentation.
- To verify performance compliance of installed equipment/system through a series or test as detailed in the T&C procedures. Sign off to be obtained from the NDPW representative.
- To capture and record performance data of the installed system as baseline for future operation and maintenance output measure.

For the avoidance of doubt, depending on the installations demands, NDPW may require additional or substitute T & C works with regards to any elements in the installation other than those indicated in the procedure.

FA 06.03 SCOPE OF TESTING AND COMMISSIONING

Testing and commissioning is to ensure that all equipment and the system performs satisfactory and within safe conditions at start up and during operation. Preliminary adjustment and setting are to be recorded and kept for record. Functional performance test and testing sequence is to be adhered to and verified. Deviations are to be recorded and communicated to NDPW for approval.

The contractor is to ensure that installations comply with the relevant statutory requirements and regulation. The T&C works shall comply with all site safety regulations requirements in place:

- a) Pressure equipment regulation, and its subsidiary legislations
- b) Fire Protection, SANS 246, and its subsidiary legislations
- c) Design verification standard, SANS 10227
- d) Categorization and conformity assessment for all pressure equipment, SANS 347
- e) Standard specification for fixed electric storage water heaters, SANS 151
- f) Standard specification for the installation, maintenance, replacement and repair of fixed electric storage water heating system, SANS 10254
- g) Dangerous substances standard, SANS 10228, and its subsidiary legislations
- h) Building construction – Expression of user requirements part 2: Air purity requirements, SANS 831-2
- i) The latest Code of Practice for the Electricity (Wiring) Regulations

FA 06.04 INSTALLATION AND ERRECTION INSTRUCTION

- Installation and erection procedures shall be arranged in direct sequence.
- Procedure, methods and requirements shall be detailed to cover the complete erection, installation and successful commissioning of the entire equipment assembly

FA 06.05 DETAIL DRAWINGS

The detailed drawings containing the following where applicable shall be supplied:

- Diagrammatic layout of all auxiliary piping, control, lubrication, sealing and flushing systems
- Electrical wiring layout
- The pumping system layout
- Process and instrument diagram
- The position of thermometers, instrument take-off point, vibration sensors, switches and trip switches
- Itemized list of all components in tabular form giving equipment and material specifications.

FA 06.06 MAINTENANCE INSTRUCTION

- Dismantling and re-assembly procedures shall be arranged in direct sequence.
- Procedures shall be detailed to enable DPW to dismantle, replace any part and re-assemble the unit.
- Full details of gland packing boxes including manufacturer of packing, type, size, number of rings and its arrangement in each box shall be included.
- Maintenance instructions shall include a detailed list of probable causes of malfunction. Each cause shall be identified by a list of characteristic symptoms and the corrective action to be taken. As such, a troubleshooting guide shall be provided
- Maintenance instructions shall state provisions made and facilities provided to test mechanical, electrical and instrument interlock systems (or safety protective systems) with the equipment at full load in service.

FA 06.07 SPARE PARTS LIST

- A spare parts list shall be supplied for each moving machine and/or driven unit excluding electrical motors.
- Such lists shall refer to the standard part numbers.
- A list of spare parts required for maintenance over a period of two years shall be supplied.
- If required on the order, the spares list shall have prices for each item and the validity period shall be stated.
- The minimum guaranteed period that the listed spare parts will be available from the supplier shall be stated.

FA 07 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 / Engineer 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 / Engineer.

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

FA 08 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 / Engineer.

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 / Engineer, 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 / Engineer.

FA 09 ASH REMOVAL RECORDING AND CONTROL – CLIENT RESPONSIBILITY

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 / Engineer 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 / Engineer, 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 / Engineer.

FA 1 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 / Engineer, 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 / Engineer, 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 / Engineer.

Where specified in the Particular Specification and / or Schedule of Quantities the Contractor shall be responsible for the supply and delivery to site of the chemicals and salts for the 3-month term contract period. The Contractor shall appoint an approved chemical supplier for the delivery of these chemicals and salts. The Departmental Representative / Engineer 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 11 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) CO₂ 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 / Engineer. It shall be the responsibility of the Contractor to ensure that the boiler can operate at the design efficiency in all respects.

FA 12 REPAIR WORK TO INSTALLATIONS, SYSTEMS AND EQUIPMENT

FA 12.01 GENERAL

During 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, however any other specification used must be approved by the department.

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 favor 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) Sooth 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 12.02 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.(not applicable to 3 months term contracts) 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 / Engineer.

FA 12.02.01 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. (not applicable to 3 months term contract)

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 12.02.02 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 / Engineer 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 / Engineer.
 - 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 / Engineer.
 - g) Any boiler fittings found to be beyond repair shall be replaced with new on approval of the Departmental Representative / Engineer.
 - 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 / Engineer.
 - o) Internal parts of the boiler shall only be painted on completion of the successful boiler inspection by the Inspector.

If there are deviations from the above outlined preparations required by the contractor, the contractor will be liable for any costs suffered by the Department.

The contractor must furnish a checklist to the departmental representative/engineer of all the preparations outlined above completed.

FA 12.02.03 Internal and external inspection

On completion of all the required preparation work the Contractor shall notify the Departmental Representative / Engineer 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. The Departmental representative/engineer reserves the right to check if all preparations required by the contractor are done before the inspection can be done.

FA 12.02.04 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 / Engineer. 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 / Engineer.

If there are deviations from the above outlined preparations required by the contractor, the contractor will be liable for any costs suffered by the Department.

The contractor must furnish a checklist to the departmental representative/engineer of all the preparations outlined above completed.

FA 12.03 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.

(a) Boiler shell water side

Check and inspect boiler shell for any signs of corrosion, leaks, cracks, 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 / Engineer. 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 / Engineer.

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 / Engineer, 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 12.03.02 Feed-water equipment and controls

The Departmental representative/engineer reserves the right to check if all preparations required by the contractor are done before the inspection can be done.

If there are deviations from the below outlined preparations required by the contractor, the contractor will be liable for any costs suffered by the Department.

The contractor must furnish a checklist to the departmental representative/engineer of all the preparations outlined below completed.

(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 12.03.03 Combustion and water treatment

The Departmental representative/engineer reserves the right to check if all preparations required by the contractor are done before the inspection can be done.

If there are deviations from the below outlined preparations required by the contractor, the contractor will be liable for any costs suffered by the Department.

The contractor must furnish a checklist to the departmental representative/engineer of all the preparations outlined below completed.

(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 12.03.04 Coal handling and conveying equipment

The Departmental representative/engineer reserves the right to check if all preparations required by the contractor are done before the inspection can be done.

If there are deviations from the below outlined preparations required by the contractor, the contractor will be liable for any costs suffered by the Department.

The contractor must furnish a checklist to the departmental representative/engineer of all the preparations outlined below completed.

(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, and 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 end 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 12.03.05 Ash and grit removal equipment

The Departmental representative/engineer reserves the right to check if all preparations required by the contractor are done before the inspection can be done.

If there are deviations from the below outlined preparations required by the contractor, the contractor will be liable for any costs suffered by the Department.

The contractor must furnish a checklist to the departmental representative/engineer of all the preparations outlined below completed.

(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 12.03.06 Electrical installation, wiring and control panels

The Departmental representative/engineer reserves the right to check if all preparations required by the contractor are done before the inspection can be done.

If there are deviations from the below outlined preparations required by the contractor, the contractor will be liable for any costs suffered by the Department.

The contractor must furnish a checklist to the departmental representative/engineer of all the preparations outlined below completed.

(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 12.03.07 Water treatment equipment

The Departmental representative/engineer reserves the right to check if all preparations required by the contractor are done before the inspection can be done.

If there are deviations from the below outlined preparations required by the contractor, the contractor will be liable for any costs suffered by the Department.

The contractor must furnish a checklist to the departmental representative/engineer of all the preparations outlined below completed.

(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 analysed to ensure that the chemical dosing rate and chemicals conform to the requirements of the boiler manufacturer.