



public works & infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTHAFRICA

BID DOCUMENT

PROJECT DESCRIPTION: SCHEDULED & UNSCHEDULED MAINTANANCE OF AIRCONDITIONER FOR 24 MONTHS: CLUSTER 1: MBOMBELA

BID NO: NST25/019

Closing Date: 28 January 2026
Closing Time: 11H00

Bid Briefing Meeting Date: 13 January 2026

Bid Briefing Meeting time: 11h00

Tenderers CSD No:

Name of the Tenderer:

Bid Box Address

Department of Public Works & Infrastructure
30 Brown Street
Nedbank Building
nelspruit
1200

SCM SPECIFIC ENQUIRIES:

Enquires: **Ayanda Mkhonza**
Tel No: **013 753 6318** during office hours
Cell No: **073 450 1233**
Email Address: Ayanda.mkonza@dpw.gov.za

TECHNICAL / PROJECT SPECIFIC ENQUIRIES

Enquires: **Thabani Mavundla**
Tel No: **013 753 6327** during office hours
Cell No: **064 965 5772**
Email Address: Thabani.mavundla@dpw.gov.za

Table of Bid Documents

Page

SUMMARY OF BID INFORMATION	3
PA-04 (EC): NOTICE AND INVITATION TO TENDER	4
1. REQUIRED CIDB GRADING.....	4
2. FUNCTIONALITY CRITERIA APPLICABLE	4
3. EVALUATION METHOD FOR RESPONSIVE BIDS	6
4. RESPONSIVENESS CRITERIA	6
5. METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS	8
6. BID EVALUATION METHOD	8
7. ELIGIBILITY IN RESPECT OF RISK TO THE EMPLOYER:.....	8
8. CONTRACT PARTICIPATION GOAL TARGETS AND CIDB B.U.I.L.D. PROGRAMME	10
9. COLLECTION OF TENDER DOCUMENTS	11
10. SITE INSPECTION MEETING	11
11. ENQUIRIES	11
12. DEPOSIT / RETURN OF TENDER DOCUMENTS.....	12
EVALUATION ON FUNCTIONALITY	13
DPW-07: FORM OF OFFER AND ACCEPTANCE	14
TERMS OF REFERENCE/ SPECIFICATIONS	18
PRICING SCHEDULE/ BILL OF QUANTITIES	19
DRPW – 03 (EC) TENDER DATA.....	20
PA-11: BIDDER'S DISCLOSURE.....	21
PA-15.1: RESOLUTION OF BOARD OF DIRECTORS	24
PA-15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES.....	26
PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES.....	28
DPW-16. TENDER BRIEFING MEETING CERTIFICATE	31
DPW-21: RECORD OF ADDENDA TO TENDER DOCUMENTS	32
PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT	33
DPW-09 PARTICULARS OF TENDERER'S PROJECTS.....	35
PA-16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022	37
SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL	42
SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL.....	44
B-BBEE EXEMPTED AFFIDAVIT FOR EXEMPTED MICRO ENTERPRISES	46
(ISSUED IN TERMS OF THE AMENDED CONSTRUCTION SECTOR CODE).....	46
FACILITIES MANAGEMENT CONDITIONS OF CONTRACT (DPW)	48

SUMMARY OF BID INFORMATION

Bid Number	NST25/019	
Bid/ Project Description	SCHEDULED & UNSCHEDULED MAINTANANCE OF AIRCONDITIONER FOR 24 MONTHS: CLUSTER 1: MBOMBELA	
Bid Closing date & Time	Wednesday, 28 January 2026	Closing Time: 11H00
Bid Briefing Date & Time (If applicable)	<i>Date of Bid Briefing (if any)</i> 13 January 2026	<i>Time of Bid Briefing (if any)</i> 11h00
Venue	Nelspruit Prison: Main Prison gate	
SCM SPECIFIC ENQUIRIES:	Ayanda Mkhonza	Ayanda.mkonza@dpw.gov.za
	013 753 6318	073 450 1233
TECHNICAL / PROJECT SPECIFIC ENQUIRIES	Thabani Mavundla	Thabani.mavundla@dpw.gov.za
	013 753 6327	064 965 5772
Bid Validity Period	84 calendar days	
Bid Document Price	R 100.00	
Procurement Plan Reference Number	If applicable	

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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

Project title:	SCHEDULED & UNSCHEDULED MAINTANANCE OF AIRCONDITIONER FOR 24 MONTHS: CLUSTER 1: MBOMBELA		
Bid no:	NST25/019	Procurement Plan Reference no:	If applicable
Advertising date:	Friday, 12 December 2025	Closing date:	Wednesday, 28 January 2026
Closing time:	11H00	Validity period:	84 calendar days

1. REQUIRED CIDB GRADING

It is estimated that tenderers should have a CIDB contractor grading designation of **4 ME** or **select tender value range select class of construction works*** or higher.

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

It is estimated that potentially emerging enterprises should have a CIDB contractor grading designation of **3 ME PE** or **select tender value range select class of construction works PE*** or higher.

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

2. FUNCTIONALITY CRITERIA APPLICABLE

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

Functionality criteria ¹ :		Weighting factor:												
1.	1. EXPERIENCE: The bidder must submit proof of current and previous projects done. Bidder to attach appointment letters/orders and completion certificates/job cards of the related/similar projects. In case of current project, no completion letter required, however verification of contractor's performance will be done by the evaluation committee. In case of a subcontracted project, the bidder to attach the copy of the original appointment letter of the main contractor. All the appointment letters/ orders and completion certificates/job cards should have a traceable contact details for the purpose of authentication the work done. <table><tr><td>5 Projects and above</td><td>=5 points</td></tr><tr><td>4 projects</td><td>=4 points</td></tr><tr><td>3 Projects</td><td>=3 points</td></tr><tr><td>2 Projects</td><td>=2 points</td></tr><tr><td>1 Project</td><td>=1 point</td></tr><tr><td>0 Project</td><td>=0 point</td></tr></table>	5 Projects and above	=5 points	4 projects	=4 points	3 Projects	=3 points	2 Projects	=2 points	1 Project	=1 point	0 Project	=0 point	30
5 Projects and above	=5 points													
4 projects	=4 points													
3 Projects	=3 points													
2 Projects	=2 points													
1 Project	=1 point													
0 Project	=0 point													

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.

2.	2. FINANCIAL CREDEBILITY: The bidder must submit a valid bank rating letter. The bank rating letter should not be older than six months from the date of closure of the projects. Grade A =5 points Grade B =4 points Grade C =3 points Grade D =2 points Grade E/ bank confirmation =1 point	15
3.	3. LOCALITY: The bidder must submit CSD report to serve as a proof of residence. The preferred address indicated yes on the CSD report will be the one considered for scoring. Should the bidder submit more than one preferred address indicated yes on different tenders, they will be disqualified. Ehlanzeni District =5 points Outside Ehlanzeni district =1 point	40
4.	4. TRANSPORT: Contractors to submit proof of vehicle owned to execute the project. Vehicle should be on company name or one of the director/s 1 LDV or more =5 points No vehicle =0 point	15
5.		
6.		
7.		
8.		
TOTAL		100

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

Minimum functionality score to qualify for further evaluation:	70
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(Total minimum qualifying score for functionality is 50 Percent, any deviation below or above the 50 Percent, provide motivation below)

3. EVALUATION METHOD FOR RESPONSIVE BIDS

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

☐ Method 1 (Financial offer)	☒ Method 2 (Financial and Preference offer)
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3.2. The 80/20 Preference points scoring system will be applicable for this bid

4. RESPONSIVENESS CRITERIA

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

1.	☒	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2.	☒	Tender offer must be properly received on the tender closing date and time specified on the invitation, completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3.	☒	Use of correction fluid is prohibited. Corrections to be crossed out and initialled.
4.	☒	Submission of a signed bid offer as per the DPW-07 (EC).
5.	☐	Submission of DPW-09 (EC): Particulars of Tenderer's Projects.
6.	☐	Bidders must comply with DPW-21 (EC): Record of Addenda to tender documents, if any.
7.	☒	The tenderer shall submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender.
8.	☒	There will be a compulsory bid briefing meeting and all potential bidders must attend.
9.	☐	The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender.
10.	☐	Submission of registration letter as an electrical contractor for bidder issued by the Department of Labour (DOL), permitting to issue a Certificate of compliance (COC's)
11.	☐	Bidders will be evaluated as per special conditions of bid (SCB-1)
12.	☒	Contractor must submit certified copies of SAQCC licence for gas handling (Category B). The license must be under the bidding company name
13.	☒	The contractor must provide certified copies of HVAC-R trade test certificates OR Diploma/Degree (Mechanical Engineering) under an employee or Director. NB certification stamp should not be older than six months Attach CV, certified ID and a signed contract of employment between the contractor and employee signed by both parties
14.	☐	Specify other responsiveness criteria

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

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

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

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

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

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

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

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

6. BID EVALUATION METHOD

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

7. ELIGIBILITY IN RESPECT OF RISK TO THE EMPLOYER:

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

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

In order for the evaluation reports to be prepared by the Professional Team, the Tenderer is obliged to provide comprehensive information on form DPW-09 (EC).

Failure to complete the said form will cause the tender to be declared non-responsive and removed from any further consideration. The Employer reserves the right to request additional information over and above that which is provided by the Tenderer on said form. The information must be provided by the Tenderer within the stipulated time as determined by the Bid Evaluation Committee, failing which the tender offer will *mutatis mutandis* be declared non-responsive.

7.1 Technical risks:

Criterion 1: Experience on comparable projects during the past 5 to 10 years.

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

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

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

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

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

Criterion 3: Suitably qualified and appropriately experienced human resources

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

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

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

7.2 Commercial risks:

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

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

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

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

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

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

9. COLLECTION OF TENDER DOCUMENTS

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

☒ Alternatively; Bid documents may be collected during working hours at the following address NDPWI, Eben Dongs Building, Cnr Robert and Hancock street, Gqeberha, 6056.

A non-refundable bid deposit of **R 100.00** is payable (cash only) on collection of the bid documents.

10. SITE INSPECTION MEETING

Details of Bid Briefing meeting (if any)

There will be a compulsory bid briefing meeting and all potential bidders must attend. Details of the compulsory bid briefing meeting is indicated in the table below:

Venue:	Nelspruit Prison: Main Prison gate		
Virtual meeting link:	(Type link here or indicate "N/A")		
Date:	<i>Date of Bid Briefing (if any)</i> 13 January 2026	Starting time:	<i>Time of Bid Briefing (if any)</i> 11h00

11. ENQUIRIES

11.1 Technical enquiries may be addressed to:

DPWI Project Manager	Thabani Mavundla	Telephone no:	013 753 6327
Cellular phone no	064 965 5772	Fax no:	N/A
E-mail	Thabani.mavundla@dpw.gov.za		

11.2 SCM enquiries may be addressed to:

SCM Official	Ayanda Mkhonza	Telephone no:	013 753 6318
Cellular phone no	073 450 1233	Fax no:	N/A
E-mail	Ayanda.mkhonza@dpw.gov.za		

12. DEPOSIT / RETURN OF TENDER DOCUMENTS

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

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

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

Closing Date: Wednesday, 28 January 2026

Closing Time: 11H00

Tender documents may be posted to: The Director-General Department of Public Works and Infrastructure Private Bag X 11980 Nelspruit 1200 Documents must be deposited in The Bid Box before the closing date of the bid	OR	Deposited in the tender box at: 30 Brown street Department of Public Works & Infrastructure Nedbank Building 9th Floor
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EVALUATION ON FUNCTIONALITY

Paste Functionality here or Indicate "N/A"

DPW-07: FORM OF OFFER AND ACCEPTANCE

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

Bid no: NST25/019

Bid/ Project Description: SCHEDULED & UNSCHEDULED MAINTANANCE OF AIRCONDITIONER FOR 24 MONTHS: CLUSTER 1: MBOMBELA

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

By the representative of the Tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Tenderer offers to perform all of the obligations and responsibilities of the Service Provider under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX (All applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies) IS:

Rand (in words):	
Rand in figures:	R

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

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the tender data, whereupon the Tenderer becomes the party named as the Service Provider in the conditions of contract identified in the contract data.

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

Company or Close Corporation: And: Whose Registration Number is: And: Whose Income Tax Reference Number is: CSD supplier number:	OR	Natural Person or Partnership: Whose Identity Number(s) is/are: Whose Income Tax Reference Number is/are: CSD supplier number:
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AND WHO IS (if applicable):

Trading under the name and style of:
--

AND WHO IS:

Represented herein, and who is duly authorised to do so, by: Mr/Mrs/Ms: In his/her capacity as: 	Note: A Resolution / Power of Attorney, signed by all the Directors / Member / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.
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Bid No: NST25/019

Bid/ Project Description: SCHEDULED & UNSCHEDULED MAINTANANCE OF AIRCONDITIONER FOR 24 MONTHS: CLUSTER 1: MBOMBELA

SIGNED FOR THE TENDERER:

Name of representative	Signature	Date

WITNESSED BY:

Name of witness	Signature	Date

This Offer is in respect of: (Please indicate with an "X" in the appropriate block)

The official documents ☐

The official alternative ☐

Own alternative (only if documentation makes provision therefore) ☐

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

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

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

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

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

Other Contact Details of the Tenderer are:

Telephone No..... Cellular Phone No.

Fax No.

Postal address.....

Banker Branch.....

Bank Account No. Branch Code

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

ACCEPTANCE

By signing this part of this form of offer and acceptance, the Employer identified below accepts the Tenderer's offer. In consideration thereof, the Employer shall pay the Service Provider the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the Tenderer's offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

Bid No: NST25/019

Bid/ Project Description: SCHEDULED & UNSCHEDULED MAINTANANCE OF AIRCONDITIONER FOR 24 MONTHS: CLUSTER 1: MBOMBELA

The terms of the contract, are contained in:

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

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

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

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

For the Employer:

Name of signatory	Signature	Date

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

WITNESSED BY:

Name of witness	Signature	Date

SCHEDULE OF DEVIATIONS

Bid no: NST25/019

Bid/ Project Description: SCHEDULED & UNSCHEDULED MAINTANANCE OF AIRCONDITIONER FOR 24 MONTHS: CLUSTER 1: MBOMBELA

1.1.1. Subject:
Detail:
1.1.2. Subject:
Detail:
1.1.3. Subject:
Detail:
1.1.4. Subject:
Detail:
1.1.5. Subject:
Detail:
1.1.6. Subject:
Detail:

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

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

TERMS OF REFERENCE/ SPECIFICATIONS

Bid no: NST25/019

Bid/ Project Description: SCHEDULED & UNSCHEDULED MAINTANANCE OF AIRCONDITIONER FOR 24 MONTHS: CLUSTER 1: MBOMBELA

Paste Specifications or Terms of Reference here

PRICING SCHEDULE/ BILL OF QUANTITIES

Bid no: NST25/019

Bid/ Project Description: SCHEDULED & UNSCHEDULED MAINTANANCE OF AIRCONDITIONER FOR 24 MONTHS: CLUSTER 1: MBOMBELA

Paste Pricing Schedule of Bill of Quantities here

DRPW – 03 (EC) TENDER DATA

Bid no: NST25/019

Bid/ Project Description: SCHEDULED & UNSCHEDULED MAINTANANCE OF AIRCONDITIONER FOR 24 MONTHS: CLUSTER 1: MBOMBELA

Paste Tender Data here

PA-11: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest³ in the enterprise, employed by the state?

☐ YES ☐ NO

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

Full Name	Identity Number	Name of State institution

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

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

For External Use

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

☐ YES ☐ NO

2.2.1 If so, furnish particulars:

.....

.....

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

☐ YES ☐ NO

2.3.1 If so, furnish particulars:

.....

.....

3. DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium⁴ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

⁴ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

For External Use

- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

Name of Bidder	Signature	Date	Position

This form is aligned to SBD 4.

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

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

(project description as per Tender Document)

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

- 2 *Mr/Mrs/Ms: _____

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

and who will sign as follows:

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



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

Note:

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

ENTERPRISE STAMP

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

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

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

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

(project description as per Tender Document)

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

- 1 *Mr/Mrs/Ms: _____

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

and who will sign as follows:

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

- 2 The Enterprise accept joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
- 3 The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: _____

Postal Code _____



Postal Address:

Postal Code

Telephone number: Fax number:

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

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

Note:

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

ENTERPRISE STAMP

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1	
2	
3	
4	
5	
6	
7	
8	

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

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

(project description as per Tender Document)

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

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

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

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

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

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

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

Physical address: _____

Postal Code _____

Postal Address: _____

Postal Code _____

Telephone number _____ Fax number: _____

E-mail address: _____

	Name	Capacity	Signature
1			

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

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

Note:

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

DPW-16. TENDER BRIEFING MEETING CERTIFICATE

Project title:	SCHEDULED & UNSCHEDULED MAINTANANCE OF AIRCONDITIONER FOR 24 MONTHS: CLUSTER 1: MBOMBELA		
Tender / Quotation no:	NST25/019	Reference no:	If applicable

Date Bid Briefing Meeting: 13 January 2026

Time of Bid Briefing Meeting: 11h00

Venue: Nelspruit Prison: Main Prison gate

This is to certify that I, _____

representing _____

attended the tender clarification meeting on: _____

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

Name of Tenderer	Signature	Date

Name of DPW Representative	Signature	Date

DPW-21: RECORD OF ADDENDA TO TENDER DOCUMENTS

Project title:	SCHEDULED & UNSCHEDULED MAINTANANCE OF AIRCONDITIONER FOR 24 MONTHS: CLUSTER 1: MBOMBELA		
Tender / Quotation no:	NST25/019	Reference no:	If applicable

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

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

Name of Tenderer	Signature	Date

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

Name of Tenderer	Signature	Date

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL

PROCUREMENT

Tender Number: NST25/019

Name of Tenderer

☐ EME² ☐ QSE³ ☐ Non EME/QSE (tick applicable box)

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

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

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

² EME: Exempted Micro Enterprise

³ QSE: Qualifying Small Business Enterprise

1. DECLARATION:

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

- 1 The information and particulars contained in this Affidavit are true and correct in all respects;
- 2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), the Preferential Procurement Regulations, 2022, National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;
- 3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;
- 4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;
- 5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

Signed by the Tenderer

Name of representative	Signature	Date

DPW-09 PARTICULARS OF TENDERER'S PROJECTS

Project title:	SCHEDULED & UNSCHEDULED MAINTANANCE OF AIRCONDITIONER FOR 24 MONTHS: CLUSTER 1: MBOMBELA		
Tender / Quotation no:	NST25/019	Closing date: Wednesday, 28 January 2026	Time: 11H00

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

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

1.1. Current projects

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

1.2. Completed projects

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

Name of Tenderer		Signature		Date	

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

1.2 Preference Points System to be applied

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

1.3 Points for this tender shall be awarded for:

- 1.3.1 Price: Maximum 80 points
1.3.2 Specific Goals: Maximum 20 points

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

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

1.5 Breakdown Allocation of Specific Goals Points

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

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

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

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

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

2. DEFINITIONS

- "tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- "price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- "rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- "tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- "the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs



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

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

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL

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

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

3. I hereby declare under Oath that:

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

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

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

Revenue was R10, 000,000.00 (Ten Million Rands) or less

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

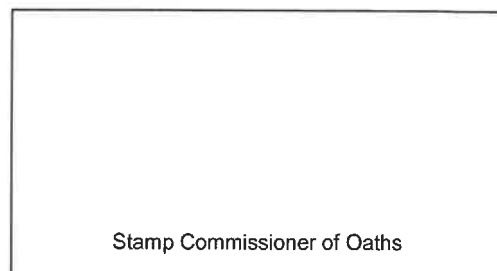
100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature _____

Date: _____

 Commissioner of Oaths
 Signature & stamp



SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL

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

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

I hereby declare under Oath that:

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

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

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

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

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

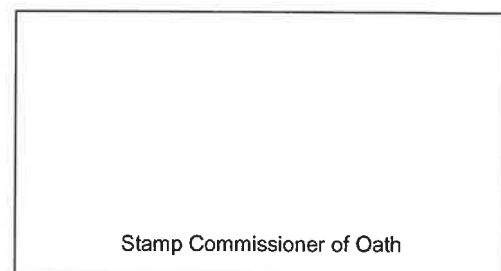
100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)	

3. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
4. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature _____

Date: _____

 Commissioner of Oaths
 Signature & stamp



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

(Gazette Vol. 630 No. 41287)

Issued in terms of paragraph 3.6.2.4.1 (B)

I, the undersigned,

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

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

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

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

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

o Black Military Veterans % _____ %

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

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

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

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

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

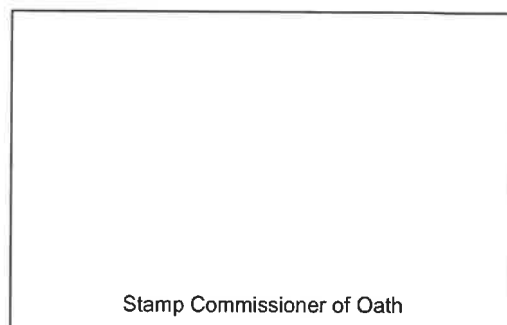
5) I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

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

Deponent Signature _____

Date: _____

Commissioner of Oaths
Signature & stamp



FACILITIES MANAGEMENT CONDITIONS OF CONTRACT (DPW)

SEPT. 2005 VERSION 1

PA-10 (FM): CONDITIONS OF CONTRACT

1. DEFINITIONS

- 1.1. *The following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:*
- 1.1.1. *"Additional Services" are increases in the quantity of the routine Services detailed in the Scope of Works.*
- 1.1.2. *"Bill of Quantities" means the document so designated in the Pricing Data that describes the Services and indicates the quantities and rates associated with each item which the Employer agrees to pay the Service Provider for the Services completed;*
- 1.1.3. *"Certificate of Completion" means the certificate issued by the Service Manager signifying that the Contract has expired;*
- 1.1.4. *"Commencement Date" means the date on when the Service Provider is notified of the Employer's acceptance of its offer;*
- 1.1.5. *"Contract" means the Contract signed by the Parties and of which these Conditions of Contract form part of, and such amendments and additions to the Contract as may be agreed in writing between the Parties;*
- 1.1.6. *"Contract Data" means the specific data, which together with these Conditions of Contract, Scope of Works and Pricing Data collectively describe the risks, liabilities and obligations of the contracting Parties and the procedures for the administration of the Contract;*
- 1.1.7. *"Contract Period" is from Commencement Date for the period stated in the Contract Data;*
- 1.1.8. *"Contract Price" means the price to be paid for the Services in accordance with the Pricing Data, subject to such additions thereto or deductions there from as may be made from time to time under the provisions of the Contract;*
- 1.1.9. *"Contract Sum" refers to the amount stated by the Service Provider in the Form of Offer and Acceptance;*
- 1.1.10. *"CPAP" means contract price adjustment provisions used for the adjustment of fluctuations in the cost of labour, plant and materials and goods as stated in the Contract Data;*
- 1.1.11. *"Day" means a calendar day;*
- 1.1.12. *"Drawings" means all drawings, calculations and technical information which are made available to the Service Provider for inspection at a venue and time to be announced by the Service Manager and any modifications thereof or additions thereto from time to time approved in writing by the Employer or delivered to the Service Provider by the Employer;*
- 1.1.13. *"Employer" means the contracting Party named in the Contract Data who appoints the Service Provider;*
- 1.1.14. *"Equipment" includes all appliances, tools implements, machinery, articles and things of whatsoever nature required in or for the rendering, completion or defects correction of the Services but does not include materials;*
- 1.1.15. *"Facilities" means the land and buildings, detailed in the Scope of Works, and any additions, or omission thereto, made available by the Employer for the purposes of the Contract, on, under, over, in or through which the Services are to be rendered or carried out;*

- 1.1.16.** *"Form of Offer and Acceptance" means the written communication by the Employer to the Service Provider recording the acceptance of the Service Provider's offer;*
- 1.1.17.** *"Identified Projects" means any projects, other than routine Services, identified and agreed to by the Parties during the Contract period or any extensions thereto, to be completed in terms of the Contract.*
- 1.1.18.** *"Materials" includes all materials, commodities, articles and things required to be furnished under the Contract for the execution of the Services;*
- 1.1.19.** *"Month" refers to the period commencing on a certain day of a month to the day preceding the corresponding day of the next month;*
- 1.1.20.** *"Parties" means the Employer and the Service Provider;*
- 1.1.21.** *"Pricing Data" means the document that contains the Bill of Quantities and provides the criteria and assumptions, which it will be assumed in the Contract were taken into account by the Service Provider when developing his prices;*
- 1.1.22.** *"Services" means all the work to be performed by the Service Provider during the Contract Period in accordance with the Contract, as more fully set out in the Scope of Works, as amended from time to time by written agreement between the Parties;*
- 1.1.23.** *"Service Provider" means the Tenderer, as named in the Contract Data, whose offer has been accepted by or on behalf of the Employer and, where applicable, includes the Service Provider's heirs, executors, administrators, trustees, judicial managers or liquidators, as the case may be, but not, except with the written consent of the Employer, any assignee of the Service Provider;*
- 1.1.24.** *"Service Manager" means the representative of the Employer named as the Service Manager in the Contract Data. The Employer reserves the right to replace the said Service Manager, by written notice to the Service Provider, without the need to furnish reasons therefor;*
- 1.1.25.** *"Scope of Work" refers to the document which defines the Employer's objectives and requirements and specifications and any other requirements and constraints relating to the manner in which the Services must, or may, be provided or performed;*
- 1.1.26.** *"Service Period" refers to the period indicated in the Contract Data during which the Service Provider shall render the Services required in terms of the Contract;*
- 1.1.27.** *"Transitional Stage" refers to the period indicated in the Contract Data, which commences immediately on the expiry of the Service Period, and during which the Services to be provided by the Service Provider shall include, inter alia, the provision and transfer to the incoming service provider of managerial support and information, as detailed in the Scope of Works.*

2. INTERPRETATION

- 2.1.** *In this Contract, except where the context otherwise requires:*
- 2.1.1** *The masculine includes the feminine and the neuter, vice versa;*
- 2.1.2** *The singular includes the plural; and vice versa*
- 2.1.3** *Any reference to a natural person includes a body corporate, firm, association or consortium/joint venture/partnership, vice versa.*
- 2.2.** *The headings to the clauses of this Contract are included for reference purposes only and shall not affect the interpretation of the provisions to which they relate.*

- 2.3. *Words and phrases defined in any clause shall bear the meanings assigned thereto.*
- 2.4. *The various parts of the Contract are severable and may be interpreted as such.*
- 2.5. *The expressions listed in clause 1 bear the meanings as assigned thereto and cognate expressions bear corresponding meanings.*
- 2.6. *If any provision in a definition clause is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive clause in the body of the Contract, notwithstanding that it is only contained in the interpretation clause.*

3. DURATION

- 3.1. *The rights and obligations of the Parties to this Contract shall commence on the Commencement Date.*
- 3.2. *Subject to the terms of clauses 33 and 34 relating to breach and termination respectively, the Contract will commence on the Commencement Date and terminate on the expiry of the Contract Period, unless it is extended in terms of clause 3.3.*
- 3.3. *The terms or duration of the Contract may be extended as a result of bona fide negotiations between the Parties. No extension of term or duration of the Contract shall however be valid unless the terms and conditions of such extension has been reduced to writing and signed by the authorised representatives of both Parties.*

4. RIGHTS AND OBLIGATIONS OF THE EMPLOYER

- 4.1. *The Employer shall give access to or supply the Service Provider with:*
 - 4.1.1 *All relevant, available data and information required and requested by the Service Provider for the proper execution of the Services; and*
 - 4.1.2 *Such assistance as shall reasonably be required by the Service Provider for the execution of its duties under the Contract.*

5. RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER

- 5.1. *The Service Provider shall, in executing his obligations, comply with the Service Manager's written instructions on any matter relating to the Services.*
- 5.2. *The Service Provider shall take instructions only from the Service Manager or other persons authorised by the Service Manager in terms of Clause 6.*
- 5.3. *The Service Provider shall not have the power of attorney or authority to enter into any contract or to otherwise bind or incur liability on behalf of the Employer, save where prior written authorisation has been obtained.*
- 5.4. *The Service Provider shall ensure that it, its employees, agents and representatives have the relevant experience and capacity necessary for rendering of the Services with the reasonable degree of skill, care and diligence that may be expected of professionals providing services similar to the Services.*
- 5.5. *Should any member of the Service Provider's team, in the opinion of the Service Manager or occupants of the Facilities, misconduct himself or is incompetent or negligent in the delivery of the Services, or whose presence on the Facilities is otherwise considered by the Service Manager, or occupants of the Facilities, on reasonable grounds, to be undesirable, the Employer may, in writing and together with reasons therefor, request that such person be removed. Such person shall not again be employed on the Services without the prior written consent of the Employer.*

- 5.6. *The Service Provider undertakes to effect such removal, as referred to in 5.5 above, within a day of receipt of the Employer's written request.*
- 5.7. *The Service Provider shall ensure that reasonable levels of care and responsibility are exercised when using items belonging to the Employer in the delivery of the Services.*
- 5.8. *During the ongoing provision of the Services the Service Provider shall at all times keep the Facilities clean and in a safe condition.*
- 5.9. *Notwithstanding anything herein contained to the contrary, it is specifically agreed that the appointment of the Service Provider shall not create an employment contract or relationship between the Parties and the Service Provider or his employees shall therefore not be entitled to any benefits to which the employees of the Employer may be entitled.*

6. SERVICE MANAGER

- 6.1. *The Service Manager shall administer the Contract on behalf of the Employer in accordance with the provisions of the Contract.*
- 6.2. *The Service Manager may delegate any of his powers and authority and may cancel such delegation, on the prior written notification thereof to the Service Provider.*
- 6.3. *Such delegation shall continue in force until the Service Manager notifies the Service Provider in writing that the delegation is terminated.*
- 6.4. *The Service Provider may at any time, prior to giving effect thereto, refer any written order or instruction of the Service Manager's delegatee to the Service Manager who shall confirm, reverse or vary such order or instruction.*

7. SECURITY

- 7.1. *The Service Provider shall provide to the Employer security in the amount and in the form set out in the Contract Data and any expenditure incurred in doing so shall be borne by the Service Provider.*
- 7.2. *Should the Service Provider fail to select the security to be provided or should the Service Provider fail to provide the Employer with the selected security within 21 days from Commencement Date, it shall be deemed that the Service Provider has selected a security in the form of a retention of 2.5 % of the Contract Sum (excl. VAT).*

8. SECURITY CLEARANCE

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

9. CONFIDENTIALITY

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



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

- 9.1.1 *the Service Provider shall be liable for any loss or damages suffered by the Employer and shall indemnify the Employer against any claims by third parties as a result of such unauthorised disclosure or use thereof, either in whole or in part; and/or*
- 9.2.1 *the Employer shall be entitled to cancel the Contract*
- 9.2. *The Service Provider shall be entitled to disclose such confidential information to the following persons, who have a clear need to know interest, in order to assist with the rendering of the Services on the Contract:*
 - 9.2.1 *employees, officers and directors of the Service Provider; and*
 - 9.2.2 *any professional consultant or agent retained by the Service Provider for the purpose of rendering the Services, provided that the identity of such consultant or agent is made known to the Employer in writing and the Employer acknowledges in writing that the confidential information may be disclosed to such person.*
- 9.3. *The Service Provider shall be responsible for ensuring that all persons to whom the confidential information is disclosed under this Contract shall keep such information confidential and shall not disclose or divulge the same to any unauthorised person.*
- 9.4. *The confidential information shall remain the property of the Employer and the Employer may demand the return or destruction thereof, at the cost of the Service Provider, at any time upon giving written notice to the Service Provider. Within ten (10) days of receipt of such notice, the Service Provider shall return all of the original confidential information and shall destroy all copies and reproductions (both written and electronic) in its possession or in the possession of persons to whom it was disclosed and furnish a certificate to the Employer stating as much.*

10. **AMBIGUITY IN DOCUMENTS**

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

11. **INSURANCES**

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

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

- 12.1. *The Service Provider shall provide the Employer, within 21 days of the Commencement Date, with an acceptable health and safety plan and such other information required in terms of the Occupational Health and Safety Act (85 of 1993).*
- 12.2. *The Service Period shall commence 30 days from Commencement date, or on such other date as maybe specified in the Contract Data*
- 12.3. *Notwithstanding the provision of 12.2, the Service Provider shall be given access to the Facilities or portions thereof, only after the provision by the Service Provider of an acceptable health and safety plan and of security clearance being obtained in terms of Clauses 12.1 and 8.1 respectively.*

- 12.4. *The Service Provider shall be given access to the Facilities or portions thereof and shall render the Services in accordance with its programme, referred to in clause 13 or after the receipt by him of a written instruction to this effect.*
- 12.5. *If the Employer fails to give the Service Provider access to the facility or any portion thereof for any reason other than default by the Service Provider and the Service Provider suffers additional costs as a result thereof, the Service Provider shall be entitled to make a claim therefor provided that the Service Provider is able to prove his claim and that he has taken all reasonable steps to mitigate the additional costs.*

13. PROGRAMME

- 13.1. *The Service Provider shall deliver to the Service Manager within 14 days from Commencement Date, a realistic programme and a cash flow for the delivery of the Services. The programme shall describe and detail the order in which the Services are to be rendered and shall be subject to the approval of the Service Manager, which written approval shall not be unreasonably withheld.*
- 13.2. *The Service Provider shall, on receipt of a written request from the Service Manager, furnish the Employer with any documents or information, of whatever nature, in support of the programme and/or in relation to the manner in which the Services are to be rendered and/or the resources to be supplied and used in the rendering of the Services and/or progress of the various parts of the Contract; and/or a detailed cash flow forecast.*
- 13.3. *A programme and the cash flow forecast will be submitted in terms of 13.1 and reviewed quarterly or as circumstances may require.*
- 13.4. *Agreement to the programme by the Service Manager or any adjustment thereto will not alter the responsibilities of the Service Provider in terms of this Contract.*

14. SUBCONTRACTING

- 14.1. *The Service Provider may subcontract any part of the Services at its discretion. The subcontracts shall incorporate the applicable terms, conditions and requirements of this Contract.*
- 14.2. *Subcontracting by the Service Provider shall not be construed as relieving the Service Provider from any obligations under the Contract or imposing any liability on the Employer.*

15. INTELLECTUAL PROPERTY RIGHTS INDEMNITY

- 15.1. *The Service Provider undertakes to obtain the necessary consent from the proprietors or their licensees should the Service Provider make use of the intellectual property of any other person.*
- 15.2. *The Service Provider further indemnifies the Employer against any claim or action (including costs on an attorney and client scale) caused by or arising from the failure to obtain such consent.*

16. COMPLIANCE WITH LEGISLATION

- 16.1. *This clause applies to legislation emanating from national and provincial government as well as that of any local authorities in whose area of jurisdiction the Facilities fall and which have a bearing on the delivery of the Services and Facilities under this Contract.*
- 16.2. *All the applicable legislation, which does not specifically allow discretion in respect of compliance by the Employer, shall be followed exactly as intended by such legislation regardless of any instructions, verbal or in writing, to the contrary.*

- 16.3. *Should any applicable legislation allow discretion in respect of compliance by the Employer it shall be followed exactly as intended by the relevant legislation as if no discretion is allowed until such time as specific instructions in writing are issued to the Service Provider by the Service Manager.*
- 16.4. *The Service Provider shall in the provision of the Services comply with the provisions of, and give all notices and pay all fees, taxes, levies and other charges required to be given or paid in terms of any legislation or imposed by any other body or person. The Service Provider hereby indemnifies the Employer against any liability for any breach of the provision of this clause.*
- 16.5. *It is the responsibility of the Service Provider to obtain the consents, permissions and/or permits, referred to in Clause 16.4, in the provision of the Services.*
- 16.6. *The Service Provider shall not have a claim against the Employer, and the Employer shall not be liable to refund the Service Provider for any of the fees, taxes, levies and other charges referred to Clause 16.4.*
17. **REPORTING OF INCIDENTS**
- 17.1. *In addition to the above, the Service Provider shall, as soon as possible, notify the Employer in writing of any incidents at the Facilities, which resulted or could have resulted in damage to property or injury or death to persons.*
- 17.2. *The Service Provider shall verbally notify the Service Manager of any of the incidents referred to in 17.1 immediately after the occurrence thereof.*
- 17.3. *The Service Provider shall follow up the verbal notification referred to in 17.2 with a detailed written report on such incidents to the Service Manager within the time frame indicated by the Service Manager, but in any event within 48 hours of the incident.*
- 17.4. *The written report referred to in 17.3 shall provide for all incidents, which resulted in injury, death or damage to property.*
- 17.5. *The Service Provider shall notify the Employer immediately, on becoming aware of the Contract requiring him to undertake anything that is illegal or impossible*
18. **NUISANCE**
- 18.1. *The Service Provider shall deliver the Services in a manner that shall not cause unnecessary noise, nuisance, or hinder the normal activities in the Facilities.*
- 18.2. *The Service Provider hereby indemnifies the Employer against any liability arising out of the Service Provider's non-compliance with his obligations in terms of Clause 18.1.*
19. **MATERIALS, WORKMANSHIP AND EQUIPMENT**
- 19.1. *All Services delivered, and materials and workmanship shall comply with the requirements of this Contract, the manufacturer's specification; good industry practice and the Service Manager's written instructions and shall be suitable for the purpose intended.*
- 19.2. *The Service Provider shall, in accordance with the Scope of Works or if instructed by the Service Manager, carry out tests demonstrating the acceptability of the relevant Services provided, or the suitability of materials or equipment to be used.*
- 19.3. *The Service Provider shall provide all necessary assistance, labour, materials, testing equipment and instruments for the purpose of such tests to be performed by himself or, if so instructed by the Service Manager, for the purposes of tests to be performed by any other person.*

- 19.4. *All costs for tests carried out shall be deemed to be included in the Service Provider's prices*
- 19.5. *Copies of the reports on the tests referred to in Clause 19.2 shall be forwarded by the Service Provider to the Employer within 10 days of the tests being completed.*

20. URGENT WORK

- 20.1. *The Employer may, by itself or through another service provider, effect any remedial or other repair work which becomes necessary due to no act or omission on the part of the Service Provider.*
- 20.2. *If the remedial or repair work became necessary due to an act or omission on the part of the Service Provider, its employees, agents or representatives, the Service Provider shall effect such remedial or repair work at its own cost.*
- 20.3. *If the remedial or repair work is urgently necessary due to an act or omission on the part of the Service Provider, its employees, agents or representatives and the Service Provider refuses to or is not available or able to effect such remedial or repair work, the Employer may effect such remedial or repair work either by itself or through another service provider.*
- 20.4. *If the Employer effects the remedial or repair work in terms of 20.3, then the Employer may recover such costs, losses or damages from the Service Provider or by deducting the same from any amount still due under this Contract or under any other contract presently or hereafter existing between the Employer and the Service Provider and for this purpose all these contracts shall be considered one indivisible whole.*

21. INDEMNIFICATIONS

- 21.1. *The Service Provider shall be liable for and hereby indemnifies the Employer against any liability, claim, demand, loss, cost, damage, action, suits or legal proceedings whether arising in common law or by statute consequent upon:*
- 21.1.1 *personal injuries to or the death of any person arising out of, related to, occasioned by, attributed to, or in the cause of or caused by the rendering of the Services;*
- 21.1.2 *loss of or damage to any movable or immovable or personal property or property contiguous to the Facilities whether belonging to or under the control of the Employer or any other body or person arising out of, related to, occasioned by, attributed to, or in the cause of or caused by reason of the rendering of the Services;*
- 21.1.3 *any liens, attachments, charges or other encumbrances or claims upon or in respect of any materials parts, work-in-process or finished work furnished to, or in respect of which any payment has been made by the Employer.*
- 21.2. *The Employer accepts liability for all acts or omissions of its employees, agents or representatives.*

22. VARIATIONS

- 22.1. *The Employer may at any time during the Contract Period, vary the Services by way of additions, omissions, or substitutions.*
- 22.2. *No variation by the Employer of whatever nature shall vitiate the Contract.*
- 22.3. *Any Services required by the Employer outside of the Services as referred to in the Scope of Works will be regarded as being Identified Projects and shall be dealt with under clause 23 and shall be executed as a variation order.*
- 22.4. *The Service Provider shall inform the Employer of any instructions that are deemed to be Additional Services prior to such instructions being executed.*

- 22.5. *Additional Services will only be executed by the Service Provider after receipt by him of a written instruction from the Service Manager.*
- 22.6. *If no prior written authorisation, as required in 22.5 above, has been obtained, the Employer shall not reimburse the Service Provider for the Additional Services so executed, and the Service Provider agrees that it shall not have a claim for payment for such Additional Services.*
- 22.7. *The Additional Services will be valued at the rates in the Pricing Data.*
- 23. IDENTIFIED PROJECTS**
- 23.1. *The Service Provider shall inform the Employer of any instructions that are deemed to be Identified Projects prior to such instructions being executed.*
- 23.2. *The Employer is not obliged to engage the services of the Service Provider on Identified Projects. The Employer may, by itself, through another service provider or through the Service Provider effect the services/works under Identified Projects.*
- 23.3. *Identified Projects will only be executed by the Service Provider after receipt by him of a written instruction from the Service Manager.*
- 23.4. *If no prior written authorisation, as required in 23.3 above, has been obtained, the Employer shall not reimburse the Service Provider for the Identified Projects so executed, and the Service Provider agrees that it shall not have a claim for payment for such Identified Projects.*
- 23.5 *In respect of the Identified Projects, the written instruction referred to in 23.3 shall:*
- (a) *describe the services/works required to be executed by the Service Provider under the Identified Project;*
 - (b) *state the due commencement and completion dates of the relevant Identified Project;*
 - (c) *state the total cost of the relevant Identified Project as agreed to between the Parties;*
and
 - (d) *any additional requirements, conditions of contract and/or restrictions, other than those already stated in the Contract, that will be applicable.*
- 23.6 *Within 14 days of receipt of the written instruction referred to in 23.5, the Service Provider shall furnish the Employer with a realistic programme and a cash flow for the relevant Identified Project as required in 13.*
- 23.7 *Where an Identified Project comprises services/works that are of the same or similar character executed under the same or similar conditions as those to which the rates in the Pricing Data apply, it shall be valued at such rates.*
- 23.8 *Where an Identified Project comprises services/works that are not of the same or similar character executed under the same or similar conditions as those to which the rates in the Pricing Data apply, it shall be valued at market related rates to be agreed to in writing between the Employer and the Service Provider and in advance of executing the Identified Project. Failing agreement, the rates applicable shall be as determined by the Employer.*
- 23.9 *If the Service Provider fails to complete the Identified Project by the completion date specified in the written instruction referred to in 23.3, then the Service Provider will be liable for a penalty, at the rate stated in the Contract Data, for every day that lapses from the due completion date of the relevant Identified Project to the date of the actual completion of such Identified Project.*



- 23.10 *If the Identified Projects are delayed by variations, omissions, additions, substitutions or organised work stoppages by any workman not due to any action on the part of the Service Provider, exceptionally inclement weather, any substantial increase in provisional quantities or any other cause beyond the Service Provider's control, including delays caused by the Employer, then the Service Provider shall be entitled to apply in writing within 21 days of the cause of delay arising to the Service Manager for extension of the due completion date of the relevant Identified Project stating the cause of delay and period of extension applied for.*
- 23.11 *If during the period for completion of the Identified Project or any extension thereof abnormal rainfall or wet conditions occur, the formula below shall be used to calculate separately the delay for each calendar month or part thereof. It shall be calculated each month during the period referred to herein above, or until the issue date of the certificate of completion for the relevant Identified Project, whichever is the shorter period. The delay calculated for a given month shall be used to determine the interim extension of time granted for the month. At the end of the applicable period referred to above, the aggregate of the monthly delays will be taken into account for the final determination of the total extension of time for the Contract:*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 23.12 *Upon receipt of such written application, referred to in 23.10, the Employer may in writing extend the due completion date of the relevant Identified Project by a period to be determined by the Employer or may refuse to extend the due completion date of the relevant Identified Project. The due completion date of an Identified Project may not be extended beyond the end of the Contract Period stated in the Contract Data.*
- 23.13 *Any decision given by the Employer, in terms of 23.12, shall be final and binding on the Parties.*
- 23.14 *Should the Service Provider fail to apply in writing for an extension of the due completion date of the relevant Identified Projects within the 21 days referred to in 23.10, or should the Employer not grant an extension of the due completion date then the due completion date stipulated in the relevant written instruction referred to in 23.5 shall not be extended nor the Service Provider exonerated from liability to pay the penalty stipulated in 23.9 or from specific performance of the service/works within the period in the relevant written instruction.*

24. SUSPENSION OF THE SERVICES

- 24.1 *The Service Provider shall, on the written order of the Service Manager, suspend the provision of the Services or any part thereof for such time or times and in such manner as the Service Manager shall order and shall, during such suspension, properly protect the Services so far as is necessary.*
- 24.2 *If the Service Provider is instructed in writing by the Service Manager to suspend any or all of the Services, the Service Provider shall re-schedule the relevant Services. For the duration of such suspension all penalties applicable to that Service will be waived. Should the Service Provider suffer any additional costs resulting from such suspension, the Service Provider shall be entitled to make a claim therefor provided that the Service Provider shall prove his claim and that he has taken all reasonable steps to mitigate the additional costs.*
- 24.3 *If the Service Provider is unable to render any of the Services for any reason other than an instruction by the Employer to suspend the Services in terms of clause 24.1, the Employer shall not be liable for any claim of whatever nature, including a claim for costs, by the Service Provider.*

25. PENALTY FOR NON-PERFORMANCE

- 25.1 *The Service Provider shall be liable for a performance deduction, if the Service Provider in rendering any of the Services required under the Scope of Works, as amended from time to time,*
 - 25.1.1 *delays in performing any of the Services;*
 - 25.1.2 *fails to perform any of the Services;*
 - 25.1.3 *fails to perform any of the Services to the standard required in the Scope of Works, as amended from time to time.*
- 25.2 *The performance deduction shall be calculated in accordance with the formula detailed in the Scope of Works.*

- 25.3 *The Service Provider shall not be liable for a performance deduction, if the Service Provider is unable to perform due to no fault of his own, his employees, agents or representatives.*
26. **PAYMENTS**
- 26.1 *The Service Manager will evaluate the Service Provider's performance on a monthly basis.*
- 26.2 *The Service Provider shall submit a monthly certificate taking into account the following:*
- 26.2.1 *the assessment of the Services rendered during the assessment month, including routine services, management fees, and services using call down rates;*
 - 26.2.2 *adjustments in terms of the pricing data;*
 - 26.2.3 *additional work rendered by the Service Provider;*
 - 26.2.4 *CPAP adjustment where stated in the Contract Data; and*
 - 26.2.5 *VAT. Vat will be indicated separately in all documents.*
- 26.3 *If the Service Provider elects a security of 2,5% retention, or a 1,25% cash and 1,25% retention, then 5% of all moneys (excl. VAT) in the monthly certificate assessed by the Service Manager as being due to the Service Provider will be retained until such time as the amount retained equals 2.5% or 1,25%, whichever is applicable, of the Contract Sum (excl. VAT)*
- 26.4 *The monthly certificate shall be supported by a detailed report substantiating the Services rendered at each Facility during the month under assessment.*
- 26.5 *The monthly certificate shall be assessed by the Service Manager. If the Service Manager agrees with the certificate, he will issue a statement within 14 days of the receipt of the certificate, taking into account inter alia the following:*
- i. **Deductions for penalties;**
 - ii. **Deductions for overpayments;**
 - iii. **Deductions for retention**
 - iv. **Deductions for damages.**
- 26.6 *The Service Provider shall, on receipt of the statement referred to in 26.5, issue to the Employer a tax invoice in the amount reflected in the statement. The Employer shall effect payment to the Service Provider within 16 days of receipt of the tax invoice.*
- 26.7 *If the Service Manager does not agree with the certificate issued by the Service Provider in terms of Clause 26.2, the Service Manager shall within 14 days of receipt of the certificate, issue a statement in the amount to which the Service Manager agrees and shall give reasons for rejecting the balance of the claim indicated in the statement.*
- 26.8 *The Service Provider shall furnish the Employer with a tax invoice in the amount indicated in the statement referred to in Clause 26.7.*
- 26.9 *With regards to the claim in dispute, the Service Provider may, within 14 days of the Service Manager issuing the statement referred to in 26.7, submit a revised certificate or a justification for his claim or declare a dispute in terms of 34.*
- 26.10 *If it is later resolved that the amount in dispute or any part thereof is owing to the Service Provider, the Employer shall be liable for interest thereon from 30 days after the issue of the relevant monthly certificate referred to in 26.2 until the date of payment at the interest rate determined from time to time, by the Minister of Finance in terms of section 80 (1)(b) of the Public Finance Management Act, 1999 (Act 1 of 1999), as amended.*

- 26.11 *All the work shall be evaluated in accordance with the provisions of the Pricing Data.*
- 26.12 *In assessing the quality of the work presented by the Service Provider, the Employer may enlist the assistance of third persons. In assessing the work the third person shall act reasonably. The selection of such third persons shall be in the absolute discretion of the Employer and the Service Provider shall abide by such selection.*
- 26.13 *Any and all extra costs incurred by the Service Provider, resulting from the Service Provider having to address and/or rectify queries arising from a claim submitted in respect of work done, shall be for the account of the Service Provider.*
27. **RELEASE OF SECURITY**
- 27.1 *If the Service Provider has furnished a security by way of a variable guarantee of 2.5% of the Contract Sum (excl. VAT), the security will be reduced and be released in accordance with the provisions of such variable guarantee.*
- 27.2 *If the Service Provider elects to furnish a security by way of a cash deposit of 2.5% of the Contract Sum (excl. VAT), then the security will be released as follows:*
- 27.2.1 *annually in equal portions, subject to 27.2.2 and 27.2.3;*
- 27.2.2 *95% of the last annual portion of retention shall be released within 30 days of the expiry of the Service Period;*
- 27.2.3 *the remaining retention shall be released within 30 days of the issue of the Certificate of Completion.*
- 27.3 *If the form of security selected is:*
- (a) *a retention of 2.5% of the Contract Sum (excl. VAT); or*
- (b) *a 1,25% cash deposit and a 1,25% retention of the Contract Sum (excl. VAT),*
- then security will only be released after the 2,5% or 1,25% retention respectively has been accumulated, as follows:*
- 27.3.1 *annually in equal portions, subject to 27.3.2 and 27.3.3;*
- 27.3.2 *95% of the last annual portion of retention shall be released within 30 days of the expiry of the Service Period;*
- 27.3.3 *the remaining retention shall be released within 30 days of the issue of the Certificate of Completion.*
28. **OVERPAYMENTS**
- 28.1 *If any overpayment of whatever nature is made to the Service Provider, the Service Provider shall be obliged to repay such amount to the Employer and the Employer shall be entitled to deduct such over payment from any amount due to the Service Provider, in respect of this Contract or any other contract, which the Employer may have with the Service Provider. The Employer shall be entitled to claim interest on any and all overpayments made to the Service Provider at the rate prescribed, from time to time, by the Minister of Finance in terms of section 80 (1)(b) of the Public Finance Management Act, 1999 (Act 1 of 1999), as amended.*
29. **COMPLETION**

- 28.1 *At the expiry of the Service Period the Service Manager shall furnish the Service Provider with a written list of Employer's Assets and Data handed over at commencement of the Contract and accumulated during the Contract Period.*
- 29.2 *At the expiry of the Contract Period, the Service Manager shall issue to the Service Provider a Certificate of Completion.*
- 29.3 *Upon the issue of a Certificate of Completion, unless otherwise provided in the Contract:*
- 29.3.1 *The Guarantee shall be returned, if applicable.*
- 29.3.2 *The final cash deposit or retention, whichever is applicable, shall be reduced to zero.*
30. **ASSIGNMENT**
- 30.1 *The rights and obligations of the Parties in terms of this Contract shall not be ceded, assigned, delegated, or otherwise transferred, by either Party to any person outside of the Service Provider and the Employer, save with the prior written consent of the other Party.*
- 30.2 *Each Party warrants that he is acting as a principal and not as an agent of an undisclosed principal.*
31. **INDULGENCES**
- 31.2 *No extension of time, latitude or other indulgences which may be given or allowed by either Party to the other shall constitute a waiver or alteration of this Contract, or affect such Party's rights, or prevent such Party from strictly enforcing due compliance with each and every provision of this Contract.*
32. **OWNERSHIP AND PUBLICATION OF DOCUMENTS**
- 32.1 *The Employer will become the owner of the information, documents, advice, recommendations and reports collected, furnished and/or compiled by the Service Provider during the course of, and for the purposes of executing this Contract, all of which will be handed over to the Employer, unless otherwise stipulated in the Contract, within ten (10) days of request therefor, but in any event on the termination and/or cancellation of this Contract for whatever reason. The Service Provider relinquishes its retention or any other rights to which it may be entitled.*
- 32.2 *The copyright of all documents, recommendations and reports compiled by the Service Provider during the course of and for the purposes of finalising Services, and the Contract as a whole, will vest in the Employer, and may not be reproduced or distributed or made available to any person outside the Employer's service, or to any institution in any way, without the prior written consent of the Employer. The Employer shall have the right to use such material for any other purpose without the approval of, notification to or payment to the Service Provider.*
- 32.3 *The copyright of all electronic aids, software programmes etc. prepared or developed in terms of this Contract shall be vested in the Employer, who shall have the right to use such material for any other purpose without the approval of, information or payment to the Service Provider.*
- 32.4 *In case of the Service Provider providing documents or material to the Employer, the development of which has not been at the expense of the Employer, copyright shall not be vested in the Employer. The Service Provider shall be required to indicate to which documents and/or materials this provision applies.*
- 32.5 *The Service Provider hereby indemnifies the Employer against any action or claim that may be instituted against the Employer and for any damages suffered or legal costs (including costs on an attorney and client scale) incurred on the grounds of an alleged infringement of*

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

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

33. *BREACH OF CONTRACT*

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

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

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

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

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

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

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

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

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

34. *STOPPAGE AND/OR TERMINATION OF CONTRACT*

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

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

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

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

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

- 34.2.4 *if the Service Provider informs the Employer that it intends to cease performing its obligations in terms of this Contract;*
- 34.2.5 *if the Service Provider informs the Employer that it is incapable of completing the Services as described; or*
- 34.2.6 *if in the opinion of the Employer the Service Provider acted dishonestly;*
- 34.3 *The Employer reserves the right to, even in the absence of breach or the events referred to in 34, terminate this Contract at any time, by giving one (1) calendar month written notice to the Service Provider.*
- 34.4 *Further, the Contract shall be considered as having been terminated:*
 - 34.4.1 *where the Employer stops the Contract and/or the Project and instructions to resume or reinstate the Services are not issued within twelve (12) months of the instruction; or*
 - 34.4.2 *if instructions, necessary for the Service Provider to continue with the Services after a stoppage instruction, are not received from the Employer within three (3) months after such instructions were requested by the Service Provider.*
- 34.5 *Should the Contract between the Employer and the Service Provider, or any part thereof, be terminated by either of the Parties due to reasons not attributed to the Service Provider:*
 - 34.5.1 *The Service Provider will be remunerated for the appropriate portion of the Services satisfactorily completed, calculated in accordance with the agreed rates.*
 - 34.5.2 *Invoices for work done shall be submitted to the Employer within three (3) months after the termination of the Contract, failing which the Employer will not be obliged to pay same.*
 - 34.5.3 *The Service Provider shall not be entitled to advance a right of retention or any similar right if this Contract is terminated and specifically agrees to, within ten (10) days of written request from the Employer, give access to and to make available all information, documents, programmes, advice, recommendations and reports collected, furnished and/or compiled by them to enable the Employer to assume responsibility for and the benefit of the Contract as a whole.*
- 35. **DISPUTE RESOLUTION**
 - 35.1 *In the event of a dispute, the Parties shall endeavour to resolve such dispute through negotiation, in good faith.*
 - 35.2 *If the Parties fail to resolve a dispute through negotiation as mentioned in 35.1, within 14 days of a dispute being declared, the Parties may by written agreement refer the matter to mediation.*
 - 35.3 *The mediator shall be a person agreed to by the Parties, failing agreement, the President: South African Facilities Management Institute shall nominate the mediator.*
 - 35.4 *Whether or not mediation resolves the dispute and irrespective of the outcome of thereof, the Parties shall bear their own costs arising from the mediation and shall equally share the costs of the mediator and related costs. The mediator and the Parties shall, before the commencement of the mediation, agree on a scale of fees on which the mediator's fees will be based.*
 - 35.5 *The Parties shall appoint the mediator within 21 days of agreeing to mediate.*

- 35.6 *On appointment of the mediator, the Parties shall jointly with the mediator decide on the procedure to be followed, representation, dates and venue for the mediation.*
- 35.7 *If the dispute or any part thereof is settled, the agreement shall be recorded by the mediator and signed by both Parties. The agreement shall be binding on the Parties to the extent that it correctly records the issues agreed upon between the Parties.*
- 35.8 *If the dispute or any part thereof remains unresolved, it may be resolved by litigation proceedings.*
- 35.9 *If the mediator or any Party, at any time during the mediation process, is of the opinion that the mediation will not resolve the dispute, then he may in writing stop the mediation process. The dispute may then be dealt with in terms of 35.8.*
- 35.10 *Notwithstanding anything else herein contained to the contrary, it is agreed that irrespective of the fact that the dispute is referred to negotiation, mediation or litigation in court, the decision of the Employer on the dispute involved will immediately be given effect to by the Service Provider and the Service Provider shall proceed with the Services with all diligence unless the Parties agree otherwise in writing.*
36. **GENERAL**
- 36.1 *This is the entire Contract between the Parties and may only be amended if reduced to writing and signed by the duly authorised representatives of both Parties, whereafter such amendments will take effect.*
- 36.2 *The Contract shall be governed by, construed and interpreted according to the law of the Republic of South Africa.*
37. **DOMICILIUM CITANDI ET EXECUTANDI**
- 37.1 *The domicilium citandi et executandi of the Parties for all purposes arising from this Contract for the service of notices and legal process shall be as specified by the 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
& infr structure
Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

MAINTENANCE TO BE DONE IN ACCORDANCE WITH TECHNICAL SPECIFICATION ADHERANCE

MAINTENANCE OF AIR CONDITIONERS FOR 12 MONTHS

Cluster:		
Tender No.:		
Sch No.	Description	Amount
1	SCHEDULE 1: PRELIMINARIES AND GENERAL	
2	SCHEDULE 2: SERVICES	
3	SCHEDULE 3: BREAKDOWNS	
4	SCHEDULE 4:PROVISIONS	
5	SCHEDULED 5:EPWP	
Total carried to total summary table		

Summary Table

Totals	
Total of Schedule 1-5 excl VAT	
Value added Tax (VAT) The Tenderer shall add 15% of the Total of Schedule of Quantities above	
Tender Sum incl of VAT carried to: 'Form of Offer and Acceptance' DPW-07-EC	

Upon written notice to the Supplier, DPWI shall be entitled:

- to cede, assign and transfer its right, title and interest in the provision of **Maintenance of Air Conditioners** to the client depa
- notify the Service Provider of such session to ensure that the performance of the payment for services

Bidder Signature

Date

Schedule 1 Preliminary and General

Item no.	Item Description	QTY	Rate	Total
	As-built Information and Operation and Maintenance Manuals:			
1	Obtaining of all available information, compiling, reproducing (1) one set of hardcopy as-built and operating & maintenance manuals for each site as specified in Technical Specification. Documents to be handed over to the Departmental Representative	1		
2	Submit (1) one set of as-built drawings and operating & maintenance manuals in electronic format. The copies shall be in PDF and AutoCAD 2014 format with no passwords or protection.	1		
3	Logging and recording of operating conditions, services, maintenance visits, reports, breakdowns, samples, inspections, tests etc.	1		
4	Health and Safety Plan (Safety File)	1		
	Total to be carried to Summary Page			

Schedule 2 Service

Item no.	Item Description	Unit	QTY	Rate	Total
Supply rates as per Technical Specification. Sum given in the bill below shall be inclusive of all labour, supplies, material, transport and equipment required to complete the service					
	MONTHLY SERVICES				
1	Service of Diffusers as per Technical Specification	each	1		
2	Service of Chillers as per Technical Specification	each	1		
3	Service of Filter Banks as per Technical Specification	each	1		
4	Service of VRV as per Technical Specification	each	1		
	THREE MONTHLY SERVICES				
5	Service of Pumps as per technical specification	each	1		
6	Service of Belt Driven Fans as per technical specification	each	1		
7	Service of Air Handling Units as per technical specification	each	1		
8	Service of Cooling Towers as per technical specification	each	1		
9	Service of Cooling and Heating coils as per Technical Specification	each	1		
10	Service of Split Unit/Cassette technical specification	each	1		
	SIX MONTHLY SERVICES				
11	Service of Hepa Filters as per technical specification	each	1		
12	Service of Distribution Boards as per technical specification	each	1		
13	Service of Chilled and Condensing water lines as per technical specification	each	1		
14	Service of Chillers as per Technical Specification		1		
	Service of VRV as per Technical Specification		1		
	YEARLY SERVICES				
15	Service of Cooling Towers as per Schedule technical specification	each	1		
16	Service of roller bearings as per Technical Specification	each	1		
17	Service of sleeve bearings as per Technical Specification	each	1		
18	Service of electrical motors and gearboxes as per Technical Specification	each	1		
	Total to be carried to Summary Page				

Schedule 3 Breakdown

Item no.	Item Description	Unit	QTY	Rate	Total
Supply rates as per Technical Specification. Sum given in the bill below shall be inclusive of all labour, supplies, material, transport and equipment required to complete the breakdown					

	CONTROLS				
1	Valve Actuator M7425A3005	each	1,00		
2	Modutrol Motor M985A	each	1		
3	Steam valve V5011R1042-1/2"	each	1		
4	Steam valve V5011R1042-3/4"	each	1		
5	Sail switch SA43A	each	1		
6	Damper Motor ML6194E	each	1		
7	Thermostat T92-A-1183	each	1		
8	Micronic 100 Humidity Controller R7420F-1037	each	1		
9	Micronic 100 Humidity display S7004C-1019	each	1		
10	Micronic 100 Module Q642Q-1005	each	1		
11	Micronic 100 Temperature display S7004B	each	1		
12	Micronic 100 Temperature controller R7420F-1045	each	1		
13	Step Controller 5984-A-F	each	1		
14	Three-way mixing valve V5011R1065 PN 16 DN 25 KVS ?i.	each	1		
15	Balance relay assembly 24337OB	each	1		
16	Valve repack kit 14003294-001	each	1		
17	Pneumatic Controller RP 920C 1054	each	1		
18	Valve Actuator ML7421A1008	each	1		
19	ML 6194C-1000 Damper Actuator	each	1		
20	ML7425A3005 Actuator	each	1		
21	M9185A1018 Modutrol motor	each	1		
22	M9185E1019 Modutrol motor	each	1		
23	M9174D1007 Modutrol motor	each	1		
24	Sail Switch S43A1037	each	1		
25	T921A1183 Thermostat	each	1		
26	MP953E-1376-1 Actuator	each	1		
27	14003295001 Repack Kit	each	1		
28	R43176754001 Valve kit	each	1		
29	S984F1088 Step Controller	each	1		
	FILTERS				
30	600x600x50 Filter BFW washable 85% arrestance 26 pleats	each	1		
31	500x500x50 Filter BFW washable 85% arrestance 26 pleats	each	1		
32	10mm X 25mm filter gasket	Roll	1		
33	600X600X300 Microcell Fillers F8	each	1		
34	600X300X300 Microcell Filters F8	each	1		
35	600X500X300 Microcell Filters F8	each	1		
36	600X600X50 Washable Panel Filter External Wire Support	each	1		
Schedule 3: Continuation					
37	600X300X50 Washable Panel Filter External Wire Support	each	1		

38	500X500X50 Washable Panel Filter External Wire Support	each	1		
39	Neoprene Filter Gasket	each	1		
40	Split air con unit Filters	each	1		
41	Cassette Filter F9 600X300X292	each	1		
42	Cassette Filter F9 600X600X292	each	1		
43	Cassette Filter F8 600X600X292	each	1		
	COMPRESSORS				
44	9,000 BTU Piston	each	1		
45	12,000 BTU Piston	each	1		
46	18,000 BTU Piston	each	1		
47	24,000 BTU Piston	each	1		
48	36,000 BTU Piston	each	1		
49	48,000 BTU Piston	each	1		
50	60,000 BTU Piston	each	1		
51	Bristol H2NG184DPEF	each	1		
52	Bristol H2NG294DPE	each	1		
53	Copeland 2R16M3TWD570	each	1		
54	Copeland 4RK2 2500 FSD	each	1		
55	Copeland 06 FJJ 4000 BWM	each	1		
56	Copeland 08 OJI 6000 BWM	each	1		
57	Maneurop MT160 R22	each	1		
58	Maneurop MT 80 R22	each	1		
59	Maneurop MT 50 R22	each	1		
60	CopelandCRK 3-8325-TFD	each	1		
61	Carrier 06EF299-4-610	each	1		
62	9000 BTU Rotary Compressor	each	1		
63	12000 BTU Rotary Compressor	each	1		
64	18000 BTU Rotary Compressor	each	1		
65	24000 BTU Rotary Compressor	each	1		
66	36000 BTU Rotary Compressor	each	1		
67	44000 BTU Rotary Compressor	each	1		
68	58000 BTU Rotary Compressor	each	1		
69	Hitachi scroll compressor 401 RH	each	1		
70	Hitachi compressor 753-FITB-T	each	1		
71	Copeland Compressor 4 RK2 2500 FSD	each	1		
72	Copeland Compressor 06 FJ-4000	each	1		
73	Copeland Compressor D8 DHI 5000 BWM	each	1		
74	Copeland Compressor 08 DJI 6000 BWM	each	1		
75	Maneurop Compressor MT50HV4	each	1		
76	Maneurop Compressor MT80HV4	each	1		
77	Maneurop Compressor MT160HW	each	1		
78	Carrier Compressor 06EF299-4- 610A- EE	each	1		
79	Carrier Compressor 06DA8242- BA3601	each	1		
80	Copland CRK 3-8325-TFD/552	each	1		
81	Tecumseh AG5573 E	each	1		

82	Bristol H2NG294DPE	each	1		
83		each	1		
Schedule 3: Continuation					
	EXTRACTORS				
84	G x 9 Extract Fan	each	1		
85	G x 12 Extract Fan	each	1		
86	GX 6 Extractor fan	each	1		
87	GX 9 Extractor fan	each	1		
88	GX 12 Extractor fan	each	1		
	V BELTS				
89	13N1725	each	1		
90	13X1100	each	1		
91	13X1860	each	1		
92	13X1150	each	1		
93	1725x17	each	1		
94	13 X 2900	each	1		
95	13N 1800	each	1		
96	13 X 8 X 1130	each	1		
97	13 X 2120	each	1		
98	10N 2280	each	1		
99	13N 1700	each	1		
100	13 X 8 X 1030	each	1		
101	17 X 2890	each	1		
102	10N 950	each	1		
103	16N 2280	each	1		
104	17 X 2080	each	1		
105	17 X 4060	each	1		
106	17 X 3950	each	1		
107	17 X 3500	each	1		
108	17 X 1820	each	1		
109	10N 1420	each	1		
110	10N 1900	each	1		
111	13N 1600	each	1		
112	13N1140	each	1		
113	13 X 1530	each	1		
114	16 N 3170	each	1		
115	13 X 1150	each	1		
116	13 X 2020	each	1		
117	16 N 2150	each	1		
118	16N 2530	each	1		
119	16N 3550	each	1		
120	16 N 2280	each	1		
121	17 X 2250	each	1		
122	17 X 2460	each	1		
123	17 X 2580	each	1		
124	17 X 2890	each	1		
125	17 X 3090	each	1		
126	17 X 3500	each	1		
127	17 X 3800	each	1		
128	10N1320	each	1		
129	10N2990	each	1		
130	10N1760	each	1		
131	10N1800	each	1		
132	10N2037	each	1		
133	10N950	each	1		
134	10N720	each	1		
	COPPER TUBING				

135	Copper tubing ¼	p/m	1		
136	Copper tubing ½	p/m	1		
137	Copper tubing 3/8	p/m	1		
138	Flare Nut ½	each	1		
139	Flare Union ½	each	1		
140	Flux 250 gram	each	1		
141	Rob Silver Solder Fluxed	each	1		
142	Rob copper to copper		1		
Schedule 3: Continuation					
	WAY REVERSE VALVES				
	PANASONIC				
143	Reverse valve for 9000 BTU unit	each	1		
144	Reverse valve for 12000 BTU unit	each	1		
145	Reverse valve for 18000 BTU unit	each	1		
146	Reverse valve for 24000 BTU unit	each	1		
147	Reverse valve for 44000 BTU unit	each	1		
	MISC				
148	Manometer Gauge 0-250Pa	each	1		
149	Manometer Gauge 0-500Pa	each	1		
150	Manometer Gauge 0-700Pa	each	1		
151	Manometer Gauge 0-100Pa	each	1		
152	Electrodes Mild Steel Each	each	1		
153	R141B FLUSHING AGENT	Per	1		
154	R404 Refrigerant	Per	1		
155	R410a Refrigerant	Per	1		
156	WF 68 Refrigeration Oil	Per	1		
157	WF 32 Refrigeration Oil	Per	1		
158	Refrigeration Oil Emkarate Ester	Per litre	1		
159	ALVANIA EP-2 GREASE	Per	1		
160	Pump Oil	Per	1		
161	Paraffin	Per	1		
162	Deoeraser	Per	1		
163	Coil Brite	Per	1		
164	Duct tape	each	1		
165	Insulation Tape	each	1		
166	RCW 48 Drier Core Std capacity	each	1		
167	RCW 48 Drier Core High capacity	each	1		
	ELECTRICAL				
168	220V Multi Function Timer	each	1		
169	220V 11 Pin Relay	each	1		
170	5.5KW Contactor With Coil	each	1		
171	7.5KW Contactor With Coil	each	1		
172	11KW Contactor With Coil	each	1		
173	15KW Contactor With Coil	each	1		
174	Overload relay 6-10 amp	each	1		
175	Overload relay 10-16 amp	each	1		
176	Overload relay 16-24 amp	each	1		
177	Overload relay 18-36 amp	each	1		
178	Overload relay 63-75 amp	each	1		
179	Circuit Breaker 3 pole - 10 A	each	1		
180	Circuit Breaker 3 pole	each	1		

181	Circuit Breaker 3 pole	each	1		
182	Circuit Breaker 3 pole	each	1		
183	Circuit Breaker 3 pole	each	1		
184	Circuit Breaker 3 pole	each	1		
185	Circuit Breaker 1 pole	each	1		
186	Circuit Breaker 1 pole	each	1		
187	Circuit Breaker 1 pole	each	1		
188	Circuit Breaker 1 pole	each	1		
189	50 VA TRANSFORMER 220/24	each	1		
190	30 VA TRANSFORMER 220/24	each	1		
Schedule 3: Continuation					
	PIPE SPARES				
191	Socket 15mm steam	each	1		
192	Socket 20mm steam	each	1		
193	Socket 25mm steam	each	1		
194	Socket 32mm steam	each	1		
195	Socket 40mm steam	each	1		
196	Steam safety Valve 15mm	each	1		
197	Steam safety Valve 20mm	each	1		
198	Steam safety Valve 25mm	each	1		
199	Steam safety Valve 32mm	each	1		
200	Steam safety Valve 40mm	each	1		
201	Elbow 15 mm steam	each	1		
202	Elbow 20mm steam	each	1		
203	Elbow 25mm steam	each	1		
204	Elbow 32 mm steam	each	1		
205	Elbow 40mm steam	p/m	1		
206	St aight Brass Pipe Thermometer	each	1		
207	Pipe 15mm steam per meter	IP/m	1		
208	Pipe 20mm steam per meter	p/m	1		
209	Pipe 25mm steam per meter	IP/m	1		
210	Pipe 32mm steam per meter	IP/m	1		
211	CoPPer Tube 15mm	each	1		
212	Copper Tube 20mm	each	1		
213	CoPoer Tube 25 mm	each	1		
214	15mm Conex Elbow	each	1		
215	20mm Conex Elbow	each	1		
216	25mm Conex Elbow	each	1		
217	Steam reducing Valve 25mm	each	1		
218	Steam reducing Valve 32mm	each	1		
219	Drier 25 gram all gasses	each	1		
220	Thermostat Double	each	1		
221	Thermostat Single	each	1		
222	Pu Foam	each	1		
223	Electronic Temperature Controller including sensor	each	1		
224	Check valve 20mm	p/m	1		
225	Check valve 25 mm	p/m	1		
Total for Schedule 3 to be carried to Summary					

Schedule D Provisions

Item no.	Item Description	Unit	QTY	Rate	Total
	Labour- for all areas.				
	The rates for labour will be deemed to include for statutory minimum labour rates				
	Working hours (7:30-16:30)				
1	Technician	R /hr	1		
2	Technician in Training	R /hr	1		
3	Artisan	R /hr	1		
	After Hours (17:00-7:00)				
4	Technician	R /hr	1		
5	Technician in Training	R /hr	1		
6	Artisan		1		
	Transport				
7	LDV transport	R/Km	1		
	Starting point for Ehlanzeni Region sites is Nelpruit Post Office				
	Starting point for Nkangala Region sites is Witbank Post Office				
	Starting point for Gert Sibande Region sites is Ermelo Post Office				
	Non- scheduled materials				
8	Allow for the amount of R 200,000,00 for the provisional cost of non-listed material that may be used. The above labour and transport rates will apply. Supplier material slip to be provided	sum	1	R 600 000,00	R 600 000,00
9	Percentage mark- up on non-listed materials that may be used. (Percentage (%))	%	20%		
	Total carried to Summary page				R

PROJECT NAME:



EXPANDED PUBLIC WORKS PROGRAMME

ITEM NO	DESCRIPTION	UNIT	QUAN-TITY	RATE	AMOUNT
200	SECTION NO BILL BO EMPLOYMENT AND TRAINING OF LABOUR ON THE EPWP-NYS PREAMBLES Tenderers are advised to study the Additional Specification SL: Employment and Training of Labour on the Expanded Public Works Programme (EPWP) Infrastructure Projects: National Youth Service, as bound elsewhere in the Bills of Quantities, and then price this Bill accordingly				
200,01	TRAINING OF YOUTH WORKERS: EXPERIENCIAL LEARNING (TARGET: 6 YOUTH WORKERS) Orientation, Life skills development and technical training:				
200.01.01	Orientation and Life skills development training for youth workers for an average of 1 month per youth worker (ref. SL 11.01.01)				
200.01.02	Technical skills training for youth workers for an average of 11 months per youth worker (ref. SL 11.01.02)				
	The above items are only applicable if NYDA do not fund the specific training.				
200.01.03	Payment Reduction due to not meeting the training target (ref. SL 11.03)	Youth-worker	-2 500		
200.01.04	Profit and attendance on condition that services and cost has been incurred (on items 200.01.01 and 200.01.02 above)	%	R -		-
200,02	TRAVELING DURING ON-SITE TRAINING:				
200.02.01	Practical Work based Experiential training for 10 days each (ref. SL 11.02.01)				
	.01 Traveling (based on R40 per day return trip/youth worker)	PC		Sum	29 608,11
	.02 Profit and attendance on condition that services and cost has been incurred (on item .01 above)	%	R 29 608		0,00
	Carried forward			R	29 608,11

EXPANDED PUBLIC WORKS PROGRAMME

ITEM NO	DESCRIPTION	UNIT	QUAN-TITY	RATE	AMOUNT
	Brought forward			R	29 608,11
200,03	<u>EMPLOYMENT OF YOUTH WORKERS</u>				
200.03.01	Employment of youth workers The unit of measurement shall be the number of youth workers at the labour rate of R 150.00 per day on Training as per EPWP Ministerial Determination multiplied by the period employed in months and the rate tendered shall include full compensation for all costs associated with the employment of youth workers and for complying with the conditions of contract. The cost for the training shall be excluded from this item. This item is based on 9 months appointment for youth workers	PC		Sum	222 060,83
200.03.02	Profit and attendance on condition that services and cost has been incurred (ref. SL 11.04.02)	%	222 060,83		-
200,04	<u>PROVISION OF EPWP DESIGNED OVERALLS AND HARD HATS TO YOUTH WORKERS</u>				
200.04.01	Supply EPWP branded 2 x overalls, safety boots and 1 x EPWP branded hard hat to youth workers (ref. SL 11.05.01)	PC		Sum	8 411,40
200.04.02	Profit and attendance on condition that services and cost has been incurred (ref. SL	%	8 411		-
200,05	<u>PROVISION OF BASIC TOOLS FOR YOUTH WORKERS</u>				
200.05.01	Provide all youth workers with prescribed tools for their respective trades. Specification for the mentioned tools to be provided by the Service Provider. These tools will become the property of the youth workers after the completion of the programme (ref. SL 11.06.01)	PC		Sum	10 093,67
200.05.02	Profit and attendance on condition that services and cost has been incurred (ref. SL 11.06.02)	%	10 094		-
Carried to Final Summary				R	270 174,01



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

Specification

for the

Priced rates for servicing, repairs and maintenance on Air
Conditioning and Ventilation Installations

At

**VARIOUS INSTITUTIONS SITUATED IN
NELSPRUIT REGIONAL OFFICE**

Contract Period: 24 months

PART 1

SCOPE OF CONTRACT

PART 1

1. **SCOPE OF CONTRACT**

- 1.1 This contract calls for the price rates for the servicing, repairs, maintenance of the Air conditioning and ventilation Installations at Various Institutions in accordance with the requirements as laid down in the specifications. It, furthermore, entails the servicing, maintenance and repair of said installations, in accordance with the requirements of the Department of Public Works and Infrastructure (DPWI).

It furthermore requires that all the machinery covered in this specification initially be repaired and brought to an acceptable working condition.

- 1.2 The systems/equipment covered by this tender/contract are the following:

- Fan Coil Units.
- Heating and cooling coils.
- Chiller Plants.
- Cooling tower units.
- Extraction fan units.
- Air Conditioning control units.
- Window units.
- Split air conditioning units.
- Cassette units, consoles etc.
- Maintenance inside plant rooms (for air conditioning equipment).
- All air filters banks in the system.
- Diffusers right through the installations.
- Air compressors and air dryers where applicable (Air controls purpose).
- Chemical dosing systems used at cooling towers.
- Condensers and chilled water pumps.
- Chilled water and condenser water reticulation.
- Building Management System
- Yearly test for legionnaires disease on water cooled systems
- Adherence to the Safety Regulations
- Meetings with Management of DPWI.
- Monthly reports to the DPWI.
- Supply of all lubricants and cleaning material needed.
- Supply of all hand tools and equipment needed for contract.

1.3 **COMPETENT PERSON**

The person appointed as such under the Machinery and Occupational Safety Act no 6 of 1983. (Refer to Annexure C)

- a) The successful Tenderer shall be required to maintain the complete installation and equipment in a proper and safe operating condition, to clean, adjust and lubricate the equipment as required in terms of the Contract, repair or replace all electrical and mechanical parts as necessary due to wear and tear.
- b) This shall include, but not be limited to the following:

- i. Examine the system in accordance with any applicable regulation Promulgated under the Occupational Health and Safety Act 85 of 1993 and any amendment thereof.
- ii. Properly maintain, adjust and keep the installation and equipment in a safe and proper operating condition at all times,
- iii. Repair/replace all parts of the installation which may become necessary for the proper use and/or operation of the installation
- iv. Examine, adjust and lubricate the complete installation, supply of all lubricants, replacement parts and the cleaning of material as required for proper maintenance of the equipment.
- v. Any malfunction or defect occurring within a period of 60 days after any service or repair being executed will be for the account of the Contractor.
- vi. Examine, periodically and when necessary, all devices and perform any statutory safety tests at or before the expiring of the required intervals
- vii. Complete the services, maintenance or repair action report, which shall be submitted with any invoice(s)
- viii. Cooling water test in accordance with SANS 10147

1.4. **CONDITIONS IN AIR CONDITIONING SPACES**

The contractor will ensure that all the various plants are operating satisfactorily to give the following conditions in the relevant areas.

AREAS	TEMPERATURE RANGE
Courtroom and Chambers	20-26°
Office Space	22-28°
Server Room	18-22°
Hospitals and Medical Storage	20-26°
Controls in general may vary not more than	2°
Relative humidity in wards	48%p2%
Relative humidity in courtroom and chambers	50 to 55%p3%
Relative humidity in burns ward	Not less than 55% or as otherwise requested by the Medical Superintendent

The contractor must undertake maintenance and adjustments, etc., in such a manner as to cause the least inconvenience to clients. Permission to work in any client site must be obtained from the client site manager.

1.5 **DESCRIPTION OF PLANTS TO WHICH THIS TENDER / CONTRACT APPLIES**

The following main items of equipment shall be checked, serviced and repaired as necessary at the intervals as stipulated. Plant consisting of compressors, cooling towers, cooling and heating coil fans and fan motors, filters, ducting and control systems and split and window units and Extraction fans.

All material and spares used during these services will be covered on rates as quoted for in this specification on the scheduled spares list where applicable or the % mark-up where applicable.

NOTE: ALL WORK IN THIS CONTRACT SHALL BE DONE ACCORDING TO THE STANDARD QUALITY SPECIFICATION FOR AIR CONDITIONING INSTALLATIONS.

PART 2

TECHNICAL SPECIFICATIONS

PART 2

TECHNICAL SPECIFICATIONS

2.1 SERVICE INTERVALS AND SERVICES

Item	Monthly	Three Monthly	Six Monthly	Yearly
Chillers	X		X	X
Diffusers	X			
Centrifugal pumps	X			X
Filter Banks	X			
Hepa Filters			X	
Chilled water pumps	X			X
Belt driven fans	X		X	X
Electrical boards			X	X
Cooling and heating coils	X		X	
Direct expansion units	X		X	X
Window & split units		X		
Cooling towers	X			X
Air Handling units	X			
BMS			X	

- 2.2 The successful contractor must visit all sites covered under this contract and obtain the signature of the head of the site in a service book that must be kept for this purpose.

2.3 MONTHLY SERVICES

2.3.1 SCHEDULE A – DIFFUSERS:

- Check and clean diffusers and return air louvers
- Check condition of Temperature sensors and Humidity sensors.

2.3.2 SCHEDULE B - FILTER BANKS:

- All washable filters must be cleaned monthly.
- Primary, secondary and tertiary filters must be replaced when the airflow resistance over the filter bank reaches the maximum resistance as prescribed by the manufacturer of the filters.

2.3.3 SCHEDULE C – CHILLERS:

- Check oil temperatures
- Check for any oil leaks and repair
- Check oil level and replenish if needed
- Check for any refrigerant leaks and repair
- Check refrigerant level and re-fill if required
- Check condensing pressure
- Test oil pressure cut-out

- Test refrigerant low temperature cut-out
- Test recycle thermostat
- Test control centre
- Test flow switches
- Test temperature control

2.3.4 **SCHEDULE D - CONDENSOR WATER AND CHILLED WATER PUMPS**

- Check for water leaks
- Check all guards and secure bolts
- Check fluctuations in pressure and amperage
- Check coupling and drivers
- Attend to all other aspects

For monthly and yearly services see maintenance on specific components

2.3.5 **SCHEDULE E - BELT DRIVEN FANS**

- Check whether belts are tight and in good condition
- Check tightness of bolts on guards, motors and bearings
- Attend to all other aspects

For monthly and yearly services see maintenance on specific components

2.3.6 **SCHEDULE F – AIR HANDLING UNITS:**

- Clean filters if required.
- Check belts for proper tension and pulleys for proper adjustment. Rectify as necessary.
- Check fan shaft for end play, vibration and bearing wear.
- Check coils for cleanliness, and clean accordingly.
- Check fan blades for looseness and dirty condition. Rectify as necessary.
- Clean and flush condensate pan and its drain lines properly.
- Test heating valves, cooling valves and humidity valves for correct operation.
- Clean in and outside of the units properly.
- All plant rooms shall be properly cleaned after completion of the service.

2.3.7 **SCHEDULE G – COOLING TOWERS:**

- Clean and remove all debris from unit without removing the fill packs.
- Clean and flush sump properly.
- Inspect spray nozzles, clean and report any damages.
- Check condition and tension of v-belts and adjust the tension accordingly.
- Lubricate fan shaft bearings.
- Lubricate motor base adjusting screw.
- Check motors for any loose electrical connections and tighten.
- Check speed drives (if applicable) for any loose electrical connections and tighten. Clean speed drives properly with air.

- Check operation off speed drives and correct where required. The contractor shall make sure that all sensors where applicable, are in correct position and function properly.

2.4 THREE MONTHLY

2.4.1 SCHEDULE H – SPLIT TYPE AIR CONDITIONING UNITS

- Check for undue noises or vibration and repair.
- Check remote control / selector switch operation.
- Check filter media and clean.
- Check and observe operation of reversing solenoid valve and replace where required.
- Check compressor termination and overload and repair if required.
- Check and lubricate fan motor bearings where applicable.
- Check all 'start' and / or 'run' capacitors and replace if required.
- Clean all condensers properly with coil cleaner
- Check for refrigerant leaks / restrictions and repair if necessary. Recharge units to the correct working pressure.
- Check for any loose electrical connections and tighten.
- Check all drain pipes and unblock if necessary.
- Check for any water leaks and repair.
- Clean all indoor and outdoor units properly.
- Replace batteries on remote controls as required
- Report all faults found during the service in writing to the Inspector handling the service.

2.5 SIX MONTHLY SERVICES:

2.5.1 SCHEDULE I - HEPA FILTERS:

Every six months penetration test using hot emery 3004 and the correct testing equipment i.e.,

- TDA-ZA Particle detection apparatus and TDA-56
- Hot aerosol generator must be carried out on all Hepa Filter installations and test certificates must be issued to the Department.

NB: ONLY FILTERS APPROVED BY DPWI REPRESENTATIVE MAY BE USED

2.5.2 SCHEDULE J – CHILLERS:

- Check oil temperatures
- Check for any oil leaks and repair
- Check oil level and replenish if needed
- Check for any refrigerant leaks and repair
- Check refrigerant level and re-fill if required
- Check condensing pressure
- Test oil pressure cut-out
- Test refrigerant low temperature cut-out
- Test recycle thermostat
- Test control centre
- Test flow switches

- Test temperature control
- Change compressor oil (new oil)
- Change oil filter
- Change refrigerant filter
 - Clean condenser tubes (Chemical wash)
 - Renew filter dryers
 - Conduct meg-ohm stator winding test of compressor motors
 - Check motor and starter plugs and tighten as required.

2.5.3 **SCHEDULE K - ELECTRICAL DISTRIBUTION BOARDS SUPPLY TO AIR CONDITIONING INSTALLATIONS THROUGHOUT THE INSTITUTION**

- Vacuum inside of boards thoroughly
- Ensure that all indicator lights are working
- Clean outside of panel
- Check all bus-bar connections and ensure they are tight
- Ensure that all connections to contacts are tight
- Attend to all other aspects

2.5.4 **SCHEDULE L – CHILLED WATER AND CONDENSING WATER LINES**

- Visually inspect all chilled water lines and lagging for any defects and report to Department
- Visually inspect all condensing water lines for any defects and report to Department
- Clean all strainers on chilled water and condensing water lines

2.6 **YEARLY SERVICES:**

2.6.1 **SCHEDULE M - COOLING TOWERS**

- Remove side panels of cooling towers, remove fill packs and clean properly with chemicals and high pressure water. Re-install fill packs in position. Re-install side panels of cooling towers and make sure no water leaks are present. The contractor must allow for sealant on the panels.
- Clean and flush sump properly.
- Inspect spray nozzles, clean properly and report any damages.
- Replace v-belts on cooling towers and adjust the tension accordingly.
- Lubricate fan shaft bearings.
- Lubricate motor base adjusting screw.
- Check motors for any loose electrical connections and tighten.
- Check speed drives for any loose electrical connections and tighten. Clean speed drives properly with air.
- Check operation off speed drives and correct where required. The contractor shall make sure that all sensors where applicable, are in correct position and function properly.
- All units shall be in good working condition after completion of the services.
- The site shall be cleaned after completion of the service.

2.7 **MAINTENANCE ON SPECIFIC COMPONENTS**

Maintenance on components listed below shall be carried out as follows:

2.7.1 **ROLLER BEARINGS**

- a) Check for any excessive bearing vibration, noise and temperature. The normal operating temperature of a ball/roller bearing is between 40°C to 60°C in an ambient temperature of approximately 20°C.
- b) Should excessive vibration be present, check for external factor which may be the cause of the vibration such as the misalignment or out of balance rotating parts and condition of mountings. Defective bearings shall be replaced.
- c) Should excessive noise be present the bearing shall be removed, washed out in clean spirit and checked for damage. Undamaged bearings shall be re-packed with grease and re-fitted. Damaged bearings shall be replaced.
- d) Should bearings run at excessive temperatures, check for over greasing, incorrect assembly, misalignment, excessive belt pull, excessive end thrust and position of bearing on shaft. Excessive loads on the bearing shall be reduced.
- e) Bearing housings fitted with grease nipples shall be greased.
- f) Plummer block housings with no provision for lubrication shall be greased by removal of the housing cap. Alternatively the housing shall be drilled and tapped to take a grease nipple.

NOTE

Unless bearing failure is expected, bearings shall not be removed for detail inspections during normal inspection services. Bearings in difficult accessible positions within enclosed assemblies such as gearboxes shall not be inspected individually unless the assembly is stripped for scheduled maintenance or repairs.

2.7.2 **SLEEVE BEARINGS**

- a) Check for excessive bearing vibration, noise and play
- b) Lubricate bearing. If oil wells are fitted check oil level and top up

2.7.3 **ELECTRIC MOTORS**

- a) Carry out the required inspections on bearings.
- b) Ensure that motor is not overheating. The maximum permitted temperature for class B insulation is 120°C and for class F insulation 140°C as measured by increase in stator winding resistance.

- c) Compare measured full load current with nameplate value when supplied at rated volts and frequency
- d) Check that terminal connections are clean and tight and that motor is soundly earthed. Ensure that the plastic terminal base is clean and undamaged.
- e) Examine motor for corrosion and mechanical damage
- f) Ensure free unobstructed ventilation. Examine cooler tubes if the motor is of the closed air circuit air (CACA) type.
- g) Check that motor is free from dirt, oil, chemical or any contaminant that can be detrimental to the satisfactory operation.
- h) Remove drain plugs and re-fit after draining any condensate.
- i) For slip ring motors, in addition to the above:
 - i) open slip ring inspection cover and check absence of sparking between brush and slip ring when the motor is operating on full load
 - ii) with the motor isolated from the supply, ensure that the slip rings are not worn, grooved or pitted in any way
 - iii) examine the brushes for wear, grooving or pitting etc., and for freedom of movement in their holders
 - iv) unless the motor is fitted with constant pressure type brushes, check brush pressures using a spring balance. The pressure should be in the order of 750kPa.
 - v) Ensure that the slip rings, brush holders and their enclosure is clean and free from any accumulation of carbon dust

2.7.4 GEARBOXES (including geared motors)

- a) Check for any excessive vibration, noise and temperature
- b) Check for possible overloads or excessive shock loads on gearbox
- c) Check oil level and ensure that housing is accurately filled with lubricant to the specified level
- d) Grease oil seals on units equipped with grease nipples
- e) Check for blockages in breather lines. Clean breather in a solvent.
- f) Check grade of oil and oil condition. Oxidized, dirty or oil with a high sludge content shall be drained and replaced with the correct grade as specified by the manufacturer. Clean oil filter.
- g) On forced feed systems ensure that oil pump is functioning. Check that oil passages are clear and permit free flow of lubricant. Inspect oil-line pressure regulators, nozzles and filters to be sure they are free of obstructions. Ensure that pump is not sucking air.
- h) Check for oil leaks:
 - i) Replace worn oil seals. Check condition of shaft under seal and polish if necessary
 - ii) Adjust or replace stuffing box packing. Tighten packing gradually to break in. Check condition of shaft and polish if necessary

- iii) Reduce excessive flow of force-feed lubricant to bearing by adjusting orifices and/or
- iv) Tighten cap screws or bolts. If not entire effective, remove housing cover and caps, clean mating surfaces and apply new sealing compound and re-assemble
- i) Check for excessive play between drive and driven shafts
- j) Clean gearbox externally
- k) Check housing for signs of mechanical failure

NOTE

Should it be necessary to remove the housing cover in order to repair an oil leak, the complete gearbox shall thoroughly inspected as required for the scheduled maintenance.

2.7.5 PUMPS

The following pumps shall be included where applicable:

- a) Condenser water pumps
- b) Chilled water pumps

MAINTENANCE REQUIREMENTS

- a) Check pumps for leaks
- b) Check bearing temperatures
- c) Check pump for excessive noise and vibration
- d) Check and adjust glands as necessary to maintain slight leakage
- e) Check oil level and top up if required
- f) Check pump coupling pins and bushes for wear
- g) Clean pump suction strainers
- h) Check condition of flexible suction and delivery connections
- i) Clean pump and pump base

2.8 ANNUAL SERVICE CHECK LIST

2.8.1 ROLLER BEARINGS

Wash out old grease with white spirit and examine bearing and bearing housing. Replace rough bearings. Re-grease sound bearings with the manufacturer's recommended lubricant.

NOTE

Re-lubrication of small bearings, particularly deep groove ball bearings, fitted with shields or seals are not required. These bearings shall however be thoroughly examined during the scheduled maintenance service.

2.8.2 SLEEVE BEARINGS

Replace oil in oil wells and/or sumps

2.8.3 ELECTRIC MOTORS (Fractional kW motors excluded)

- a) Strip the motor down completely, removing rotor from stator
- b) Blow out the stator, rotor, terminal box and fan cowl with an air jet to remove any internal dust etc. If contaminated with oil or grease, etc., wash with a recommended detergent.
- c) Carry out the required maintenance on bearings as specified in paragraphs 1 and 2
- d) Measure winding insulating resistance using a 500 volt merger. If the reading is low, or if there is evidence of damp present (corrosion, etc.,) then consideration should be given to fitting motor heaters or at least, to giving the winding a double impregnation and baking.
- e) If oil seals are fitted, these shall be replaced, taking extreme care not to damage the lip of the seal when fitting.
- f) Re-assemble and ensure free rotation of the shaft.
- g) For slip ring motors, in addition to the above:
 - i) If the slip rings are grooved or pitted etc., skim the rings in a lathe, true to the bearing seating on the shaft. Finish with a polished surface;
 - ii) If the brushes are little worn and in a good condition, simply ensure freedom of movement in their holders and replace the brushes in exactly the same position from which they were removed
 - iii) If new brushes are necessary, these shall be fitted such that they move freely in their holders and are bedded in after the motor has been re-assembled
 - iv) Adjust the brush pressures to approximately 750kPa using a spring balance.
 - v) Log details of inspections, replacements and repairs as well as parts recommended for replacement

2.8.4 GEARBOXES (including geared motors)

- a) Remove housing cover and caps
- b) Carry out the required inspections on bearings as specified in paragraphs 1 and 2
- c) Check for misalignment of gears. The contact pattern on teeth must be over approximately 75% of face, preferably in the centre area.
- d) Check condition of teeth
- e) Check backlash and adjust to the manufacturers requirements
- f) Check that all shafts spin freely when disconnected

- g) Disconnect couplings and check alignment. Re-align as required.
- h) Check lateral float on coupling. Adjust spacing between drive motor to eliminate end pressure on shaft or arrange for the replacement of the flexible coupling with a type allowing the required lateral float.
- i) Re-assemble gearbox and re-connect couplings
- j) Drain oil and replace with the correct grade oil as recommended by the gear manufacturer.
- k) Log details of inspections, replacements and repairs as well as parts recommended for replacement.

2.8.5 **PUMPS**

- a) Strip pump completely
- b) Check condition of impeller(s) or diaphragm
- c) Carry out the required inspections on bearings as listed in paragraphs 1 and 2
- d) Examine gland and renew packing if required
- e) Examine condition of mechanical seals
- f) Check coupling alignment
- g) Re-assemble pump and ensure that mating surfaces are cleaned properly and provided with a durable sealing compound
- h) Replace lubricant with a grade as recommended by the pump manufacturer.
- i) Log details of inspections, replacements and repairs as well as parts recommended for replacement.

2.9 **COOLING AND HEATING COILS**

Monthly schedule

- Check for leaks and general conditions
- Check door gaskets

Six monthly schedule

- Clean coil with appropriate solution and high pressure water
- Remove all rusts and treat

2.10 **CONTRACTOR'S / INSPECTORS MONTHLY REPORT**

A random inspection/s will be performed by a representative of the Department of Public Works and Infrastructure at which the contractor must be present.

