



**agriculture  
& rural development**

Department:  
agriculture  
& rural development  
**PROVINCE OF KWAZULU-NATAL**

**KWAZULU-NATAL DEPARTMENT OF AGRICULTURE AND RURAL  
DEVELOPMENT**

**Quotation No: R/S/1920/2113**

**CONSTRUCTION OF A NEW DIPTANK AT MAHWAQA LOCATION IN DR  
NKOSAZANE DLAMINI ZUMA**

**NAME OF BIDDER: \_\_\_\_\_**

**NO COMPULSORY SITE BRIEFING REQUIRED BUT SUPPLIERS ARE  
ENCOURAGED TO VISIT THE SITE AT THEIR OWN LEISURE TO ASSESS  
DISTANCE AND ROAD CONDITIONS**

**1. PRE-QUALIFICATION CRITERIA**

**REQUIREMENT-CIDB Grading: 1 ME/CE or above**

**Evaluation will be in terms of the 80/20 preference point system**

**For more information, please contact the following official:**

**For: Technical Enquiries:  
Mr M Malunga  
039 832 9479**

**For: Quotation/SCM enquiries:  
Ms Nokuphiwa Khoza  
033 343 8359**

**CLOSING DATE: 28 JANUARY 2020    TIME: 11:00 AM**



# agriculture & rural development

Department:  
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**PROVINCE OF KWAZULU-NATAL**

## INVITATION OF QUOTATION ABOVE R30,000.00

THIS FORM SHOULD BE COMPLETED IN DETAIL AND SHOULD BE ACCOMPANIED BY A **VALID TAX COMPLIANCE STATUS PIN AND VALID BBBEE VERIFICATION CERTIFICATE/AFFIDAVIT**

QUOTATION NUMBER: <b>R/S/1920/2113</b>	VALIDITY PERIOD OF QUOTATION..... Days (To be completed by the Supplier)
CLOSING DATE: <b>28/01/2020</b>	CLOSING TIME: <b>11:00</b>
DESCRIPTION(SPECIFICATION/S) OF ITEMS/ SERVICE REQUIRED: <b>DIPTANK MAHWAQA IN NKOSAZANA DLAMINI ZUMA</b>  <b>SEE SPEC ATTACHED.</b>	COMPANY NAME:  TEL NO: FAX NO:  CONTACT PERSON:  <b>CSD REG NUMBER MAAA.....</b>
DOES OFFER COMPLY WITH SPECIFICATION?	YES/NO (DELETE WHICH EVER IS NOT APPLICABLE)
DOES ARTICLE COMPLY WITH SABS SPECIFICATION? HAS IT BEEN INSPECTED BY SABS?	YES/NO YES/NO (DELETE WHICH EVER IS NOT APPLICABLE)
DELIVERY PERIOD AFTER INITIAL ORDER?	
IS THE PRICE FIRM	
WHERE ARE THE STOCK HELD? (PHYSICAL ADDRESS , PLEASE)	
QUOTATION PRICE INCLUDING VAT (VAT TO BE ADDED BY REGISTERED VAT VENDORS ONLY)	TOTAL: R .....
COMPANY OFFICIAL STAMP (COMPULSORY)	..... SIGNATURE OF BIDDER  ..... DATE
NUMBER OF PAGES DELIVERED BACK TO THE DEPARTMENT BY THE SUPPLIER	.....( Supplier to complete)

**N.B DOCUMENTS MUST BE DEPOSITED IN THE BID BOX AT SCM- DEPARTMENT OF AGRICULTURE 4 PIN OAK AVENUE HILTON QUARRY BOX. NO FAXED QUOTATIONS WILL BE ACCEPTED**

ATTENTION OF: **NOKUPHIWA KHOZA**

TEL: **033 343 8359**

**NB:** THE ATTACHED SBD4 & SBD9 FORMS MUST BE COMPLETED IN FULL.  
THIS QUOTATION COVER PAGE MUST BE COMPLETED AND RETURNED WITH ALL YOUR QUOTATION DOCUMENTS.

COMPANY NAME : \_\_\_\_\_  
 ADDRESS : \_\_\_\_\_  
 CONTACT PERSON : \_\_\_\_\_  
 CONTACT NUMBER : \_\_\_\_\_  
 FAX NUMBER : \_\_\_\_\_

LINE NO.	DESCRIPTION OR SPECIFICATION OF ITEM  Supply, deliver, offload and construct diptank at Mahwaqa Location in Dr Nkosazana Dlamini Zuma Local office, Hlanganani.  (Please be very specific and clear)	REQUIRED QUANTITY	UNIT PRICE EXCL. VAT		TOTAL PRICE	
			R	C	R	C
1.	See the attached Bid documents					
2.						
<b>* LABOUR (IF APPLICABLE)</b>						
<b>*DELIVERY (IF APPLICABLE)</b>						
<b>TOTAL</b>						
<b>*ONLY APPLICABLE TO VAT REGISTERED SUPPLIERS 15% VAT</b>						
<b>TOTAL PRICE</b>						

**\*VAT Registration No. (Supplier)** .....

**When Required (Requester)** : 20 June 2019

**Where Required (Requester)**: Mahwaqa Location in Dr Nkosazana Dlamini Zuma Local Municipality, Bulwer Town.

**Contact details of requester:** Malunga M.Y. 076 7544 248

**TEL** : 039 832 9479

**COMPANY STAMP**

**PRICES ARE VALID FOR**

Mark one Box (X)

30	60	90
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**DAYS**

**SIGNATURE** .....

**DATE** .....



## **CONSTRUCTION OF A NEW DIP TANKS AND ANIMAL HANDLING FACILITIES**

### **PROJECT SPECIFICATIONS, CONDITIONS OF CONTRACT AND PRICING AND PAYMENT SCHEDULES DOCUMENT**

*This document contains:*

No.	Section	Pages
1	<i>A - Project Particulars</i>	2 - 3
2	<i>B - General Conditions of Contract</i>	3 - 14
3	<i>C - Project Technical Specifications</i>	14 - 17
4	<i>ANNEXURE A: Pricing summary</i>	18
5	<i>ANNEXURE B : Payment Schedule</i>	19
6	<i>ANNEXURE C : Additional Information</i>	20
7	<i>ANNEXURE D: Schedule Of Estimated Quantities</i>	21 - 24
8	<i>DRAWING 1: Standard Dip tank plan</i>	DR01

## A - PROJECT PARTICULARS

### 1) PROJECT DESCRIPTION / BACKGROUND

The project covers the supply of all material, fittings and construction of a cattle dip and associated animal handling facilities. The works include the excavation of the pit (hole) according to specification on the plan, construction of the concrete lining of the pit and dry race using approved methods, construction of the crush pen, bypass and entrance kraal with poles and fitting of the cattle neck clamp. It also includes the casting of concrete in the kraal area as well as the entrance and exit areas of the bypass. Please refer to the attached **typical cattle dip tank plan**. Both tanks are to be constructed **simultaneously, commencing on the same day**.

### 2) LOCATION

**Mahwaqa diptank : Location and road access:**

The farm is situated approximately 11 km West of Bulwer town. The farm is situated in the Nkosazana - Dlamini Zuma municipal area of KwaZulu Natal. See attached map for farm location. GPS co-ordinates: S 29,78342 , E 29,65092.

### 3) SCOPE

The contract covers the supply of all material and fitting and construction of all works relating to the new dip tank and animal handling facilities. The following are the detailed scope of works for the **new dip tank and animal handling facilities**: Details of these works are specified in *Section D: Project Technical Specifications*.

- Site selection and establishment;
- Earthworks: Excavate the pit to desired depth and width using suitable methods. Accuracy regarding the exit slope is very important. To ensure maximum accuracy final preparation must be done using picks and spades. See specifications and drawings.
- Steel work: the bending schedule for reinforcing the tank is supplied with drawing and is to be followed precisely. This must be inspected and approved by the supervising engineer or his delegated representative. The base of the tank must be prepared and cast first before any other concrete work is carried out. The base reinforcement must protrude from the base to ensure proper tying of the side wall reinforcing.
- Form work: pre-cut 20mm shutter boards must be used to do the form work. It must be supported in such a way that when casting commences, no "kick out" occurs. Form work must be inspected by the supervising engineer or his delegated representative before casting commences. Shuttering should be treated so that the concrete does not stick to it.
- Concrete work: mechanical concrete vibrator (petrol driven) must be used at all times and concrete should be cast in manageable amounts. If any unlikely defects occur, it must be patched to match the same finishing when the shuttering is removed.
- Poles- only treated, SABS standard poles to be used
- Strength of concrete - 25MPa

- Cover to reinforcement = 40mm
- All sharp exposed edges to have chamfer of 25x25mm

## B - GENERAL CONDITIONS OF CONTRACT

### TENDER DOCUMENTATION

#### 1) TENDERERS TO CHECK COMPLETENESS OF DOCUMENT

The tenderer is required to check the number of consecutively numbered pages and should any found to be missing or in duplicate, or the text of figures indistinct, or should there be any doubt or obscurity as to the meaning of any part of these documents, the tenderer must ascertain the true meaning or intent of the same prior to the submission of his/her tender, as no claims arising from any incorrect interpretation will be admitted.

#### 2) COMPULSORY INFORMATION REQUIRED FROM TENDERERS

All schedules, which accompany the Tender Form, form an integral part of the Tender and must be duly completed in every detail. Failure to do so will render the Tender ineligible for consideration. The Tenderer must submit his Tender with **all pages of the Tender document initialled**. Failure to initial each page may result in the Tender being disregarded. The Tenderer must retain for his own use a copy of the Specification and all Schedules submitted.

If the bidder is registered with the CIDB (Construction Industries Development Board) then the bidder shall also attach proof of such registration, including details of the registration grade applicable.

#### 3) ALTERATIONS TO TENDER DOCUMENTS

No unauthorized alteration or addition shall be made to the Form of Tender, to the Schedule of Quantities or to any other portion of the original text in the Tender Documents. If any alteration or addition is made, or if the Schedule of Quantities is not properly completed, the Tender may be rejected.

Any amendment or correction in the Tender document of the Tendered amount/sum/rate or other entry must be affected only by deleting the incorrect entry and writing the correct amount/sum/rate just above it in INK. Each and every amendment/correction must be initialled by the signatory of the Tender. The use of "TIPPEX" or any other similar substances to make corrections and/or alterations ANYWHERE in the Tender document is NOT permitted and any Tender altered/amended in such a manner may be declared invalid or disregarded.

#### 4) SCHEDULE OF VARIATIONS

If the tenderer chooses to suggest alternatives in his bid proposal, these should be *at least* of equal standards to the original specifications. All materials used must be SABS approved. In the case of variations being suggested, the Bidder must describe the full details of such qualification or variation on the appropriate form (See SBD: Section M). Should there be insufficient space to fully describe the nature and details of the qualification or variations on the prescribed form (Section M of the SBD) then the details of the qualification or variation must be set out on separate sheets of paper which must

be securely attached to the prescribed form and which must be referred to on the prescribed form (SBD: Section M). If subsequently required, the Bidder shall submit fully detailed plans and calculations of the variations or alternative bids in the form requested by the Department.

## 5) APPLICABLE STANDARDS: SPECIFICATIONS & MATERIALS

For the purpose of this Contract the relevant SANS specifications shall apply- specifically SABS 1200: *Standardized Specification for Civil Engineering Construction* specifications shall apply. The following sections shall in particular apply here: SABS 1200 AA - 1986 (General - Small Works), SABS 1200 DA -1988 (Earthworks - Small Works) and SABS 1200GA - 1982 (Concrete - Small Works). All materials including concrete blocks, lintels, damp proofing, plumbing and drainage materials, steel structure, windows, doors, paints etc... to be SANS approved and installed to applicable standards specified by SANS, NBR, or the manufacturer. The tender shall refer to "the Standard (Abridged) Preamble for all trades" which covers the following:

### INDEX STANDARD (ABRIDGED) PREAMBLES TO ALL TRADES

1	EARTHWORKS	3
2	CONCRETE, FORMWORK AND REINFORCEMENT	3
3	BLOCK AND BRICKWORK	6

## 6) VALIDITY PERIOD FOR TENDER

Tenders shall remain valid for a period of 90 days from date of the closing of the Tender.

### SITE CONDITIONS AND FACILITIES AVAILABLE:

## 7) COMPULSORY PRE-TENDER BRIEFING MEETING

A compulsory pre-tender site briefing and consultation meeting will be held with prospective Tenderers. Attendance at the meeting will be compulsory and non-attendance shall invalidate any tender. (See attached Compulsory site inspection certificate to be completed) The date and time of the meeting will be published in the Tender Advertisement.

## 8) HANDOVER OF SITE TO CONTRACTOR

The Contractor will be introduced to the project participants following the tender award. The site will be handed over to the Contractor who will control the site for the contract duration. Only the Contractor's own employees, Contractor's local labour and Departmental Representatives will be allowed on site. The Contractor is responsible for the administration, control and security on the site at all times during the contract duration.

## 9) WATER AND POWER

There is no power or piped water available on site. The Contractor shall make the necessary arrangements for the provision of any water and power. No payment will be

made for the provision or use of these services and the cost of these shall be included in the tendered amount.

#### **10) LOCATION OF CAMP**

The Contractor's camp may be erected on the site of the works but must meet the approval of the Engineer, project beneficiaries and land owners. No persons other than a night watchman may sleep in the camp, without the approval of the local participants and Chairperson.

#### **11) HOUSING OF CONTRACTOR'S EMPLOYEES**

No housing is available for the Contractor's employees and the Contractor shall make his own arrangement for housing his employees and transporting them to and from the site. However it may be possible to arrange temporary local accommodation for the Contractor's staff with the participants. The Contractor is in all respects responsible for the housing and transporting of his employees, and for the arrangement thereof, and no extension of time due to any delays resulting from this, will be granted.

#### **12) LOCAL LABOUR**

Unskilled labour may be available from the project participants or local community. The Contractor and the Departmental representative (local Extension officer) may negotiate with the participants in this regard to establish all the conditions for the utilization of the local labour. Nobody besides those directly involved with the project (i.e.: the Contractor's workers and local labour) are allowed on site. The Contractor shall provide his own trained and skilled labour. The Contractor will be responsible for all hiring, payment, housing and transport of any and all labour used for the contract duration.

#### **13) SECURITY & RISK**

Except for the necessary security personnel no person shall be allowed on the construction site after normal working hours. The Contractor shall be responsible for all plant, machinery, equipment and materials on site. The Engineer shall not be responsible for any lost, damaged or stolen property or materials. Should any of these situations arise; no allocations will be made in terms of finances or time.

#### **14) MATERIALS: DELIVERY, ON & OFF-LOADING, STORAGE & RESPONSIBILITY**

The approved contractor shall be responsible for the safe delivery, loading, off loading, handling and storage of any equipment and materials on site. All equipment, materials and plant stored on site must be suitably protected against deterioration through any cause whatsoever, including damage or loss by theft or otherwise. The Contractor shall remain fully responsible for all material and plant etc. until the completed works are handed over and has been officially accepted by the Department.

#### **15) EXISTING ROADS, MUNICIPAL PAVEMENTS, ETC.**



The Contractor is advised that he will be held responsible for any damage to the existing paving, roads, municipal pavements, fences, boundary walls, etc., and will have to make good at his own cost any damage caused by him or his staff to existing infrastructure.

#### **16) DAMAGE TO PROPERTY**

If the Contractor or his workmen while engaged in the execution of the contract, shall break, deface, injure, destroy or allow to fall into disrepair any part of the Works or property belonging to the Employer, or any private property including: buildings, pavings, roads, fences, walls or grounds contiguous to the premises of the Employer on which he or they may be employed, the Contractor will be required to make good, in a perfect and workmanlike manner, at own expense all damage to the approval of the Employer. The Completion Certificate will not be issued until the Employer is satisfied that all necessary remedial work has been satisfactorily completed.

The Contractor shall take every precaution against damage or nuisance being caused by dust both to the properties of the Employer and all surrounding properties and shall indemnify the Employer against any claim that might arise there from.

#### **17) UNDERGROUND CABLES AND PIPES**

If such services is/are discovered, immediate notification must be made to the Employer and all work in the vicinity of such cables, pipes, etc., shall cease until safe to proceed. Should the Contractor damage underground cable or pipes such damage shall be repaired as soon as safe and possible by the Contractor. The cost of making good such damage will be met by the Contractor as this must be covered by the Contractors works insurance.

#### **18) DAILY RAINFALL RECORDS**

The Contractor shall keep **daily rainfall records** and submit them to the Department's representative at every site meeting, or fortnightly by fax in the absence of such visit. No additional payment shall be made for the supply and installation of the rain gauge or for the keeping of the rainfall records and all costs must be included in the scheduled items. Submission of rainfall figures is required for the granting of permission of extending the contract period on the basis of inclement weather.

### **INSPECTIONS**

#### **19) INSPECTION OF WORK**

The Head of Department or his Representative may at all reasonable times have access to the Works and/or the workshops or other place where work is being prepared for this Contract for inspection. The Engineer may request that evidence of the quality or strength of any materials be supplied by the contractor as may think necessary.

Should the Head of Department or his Representative consider any materials objectionable or if it shall appear to him at any time during the construction, or prior to the expiry of the defect liability period, that any part thereof has been executed with unsound or imperfect materials or with unskilled or imperfect workmanship, the Engineer will notify the Contractor who shall cause the objectionable materials to be instantly removed from the premises and to be replaced by good and suitable materials, and shall rectify or reconstruct the Works in whole or part, as the case may be at the Contractors own proper cost or charge.

- The engineer must inspect and approve all excavations prior to fixing any reinforcement;
- The engineer must inspect and approve all reinforcement prior to pouring any concrete.

## **20) NOTICE OF COVERING WORK**

The Contractor shall give due notice to the Head of Department or his Representative whenever any work or materials are intended to be covered in with earth or otherwise in order that their correct dimensions and quality may be ascertained before being covered, and in the event of any such work or materials being covered without such notice having been given, the work or materials shall be uncovered at the Contractor's expense on instructions given by the Employer.

## **COMPETENCY OF THE CONTRACTOR**

By the submission of a Tender the Department is authorized by the Tenderer to undertake such verification or other enquiries as may be necessary. In the event of substantial unsatisfactory reports being obtained the Tender may be wholly disqualified.

## **21) CONTRACTOR TO PROVIDE EVERYTHING NECESSARY**

The Contractor shall provide everything necessary for the proper execution of the Works according to the true intent and meaning of the Drawings and Specification taken together. The Contractor shall provide without extra charge all assistance and everything reasonably necessary for proving the quality of work done as may be required by the Regional Engineer.

## **22) SUB-CONTRACTED WORK**

The Contractor shall **not sub-contract the whole** of the contract. In case the Contractor decides to subcontract part of the work he shall obtain written consent of the Engineer. Any such consent shall not relieve the Contractor from any liability or obligation under the contract and he shall be fully liable for the acts, defaults and neglects of any sub-contractor, his agent or employees. The Contractor remains fully responsible and accountable for all aspects of the work (quality, timorousness and budget).

## **23) VARIATIONS / 'AS BUILT' DETAILS**

No variations or alterations may be made without the prior approval of the Regional Engineer. As the work progresses, the Contractor shall keep full records of all amendments to and deviations from the specifications as issued to the Contractor at the start of the contract. These details will, where appropriate, be noted on the supplied drawing. All alterations will be deemed to have a zero additional cost implication. If any additional works are required that have an additional cost implication then these must be handled as a contingency and must first be authorized in writing by the Regional Engineer. Refer to notes on contingencies (Item 39).

#### **24) VERIFICATION OF EXPERIENCE**

The Tenderer will be required to produce adequate and sufficient references to enable the Department to inspect previously completed projects and assess the capacity of the Tenderer. The Tender shall provide such information in **Annexure D - Additional Information**. The tenderer must have extensive concrete work experience and will provide proof of this work experience which will be subject to approval of the Departmental Engineer or his delegated representative

#### **25) EQUIPMENT & RESOURCES**

The Tender shall in **Annexure D - Additional Information** and by way of supplementary information satisfy the Department that sufficient equipment is possessed to execute the services or an indication shall be given as to the manner in which such equipment would be sourced. Should the Tenderer not be able to prove possession of or ability to access sufficient equipment, the Tender will be wholly disqualified. The Department reserves the right to investigate the existence and/or proposed sourcing of equipment.

#### **26) LABOUR CAPACITY**

The Tenderer will be required to satisfy the Department that a sufficient and experienced labour force is employed or that sufficient experienced labour can be acquired to complete the services and produce a fair quality of workmanship.

The Contractor shall only employ such persons on the Works as are thoroughly efficient and of good character. If in the opinion of the Head of Department or his Representative any person employed by the Contractor misconducts himself or is likely to cause or has caused quarrels, or delay, or is incompetent, the Contractor when so directed by the Head of Department or his Representative shall at once remove such person from the site.

#### **PRELIMINARY CONDITIONS**

#### **27) LOCAL AND OTHER AUTHORITIES NOTICES AND FEES**

The Contractor shall comply with and give notices required by any Act of Parliament, Act of the KwaZulu-Natal Provincial Legislature, Laws, Regulations and By-Laws of any Local Authority and/or any public service company or authority relating to the Works or with whose systems the same are or will be connected, and he shall pay and indemnify the Employer against any fees or charges demandable by law there under in respect of the Works.

The Contractor before making any variation from the Drawings and Specification necessitated by such compliance shall give to the Regional Engineer written notice specifying and giving the reason for such variation and applying for instructions in reference thereto. If the Contractor within twenty-one days does not receive instructions he shall proceed with the work conforming to the provision, regulation or by-law in question, and any variation necessitated as aforesaid shall be deemed a variation and dealt with as such.

#### **28) INSURANCE**

All accepted approved contractors would be required to provide the following insurance's for the project awarded to them:

- Registration with the Compensation Commissioner and compliance with the Compensation for Occupational Injuries and Diseases Act with regard to insurance.
- Unemployment insurance fund for all workers.
- Insurance against damage, destruction or loss caused by fire.
- Public Liability insurance.
- All risks (works) policy and Political for the value of the respective project plus 10%.

### **GENERAL CONDITIONS**

#### **29) PROTECTION OF THE PUBLIC**

The Contractor will be required to pay particular attention to watching and warning lighting and must provide any necessary barriers, etc., required for the protection of the public in terms of the existing Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) as amended.

#### **30) SITE SAFETY**

During the construction the regulations of the Occupational Health and Safety Act No. 85 of 1993 and Machinery and Occupational Safety Act (Act 6 of 1983) will apply. By submission of a Tender the Tenderer acknowledges and agrees that, should this Tender be accepted, the Tenderer, is an employer in his own right with duties as prescribed in the Occupational Health and Safety Act No. 85 of 1993 and amendments thereto and the corresponding Construction Regulations 2003 will ensure that all Works to be performed or machinery and plant to be used in the Works will be in accordance with the provisions of such regulations. The Tenderer also agrees that he is aware of the fully understands all the provisions of such regulations.

All equipment, machinery, tools and safety equipment used on site are to be in a safe operating condition and are to be used in a safe and considerate manner by suitably trained and experienced workers. The Contractor is responsible for all such monitoring and control of site operations and equipment throughout the works for the entire contract duration. All necessary safety equipment required to construct the facility must be used by the workers where appropriate and are for the contractor's responsibility and provisioning. A first aid box is to be provided and available at all times on site during working hours and is to comply with the requirements of the Occupational Health and Safety Act. The Contractor shall ensure the safety of all work left standing in an incomplete state during the construction and shall be responsible for all damage or loss caused by his failure to ensure the safety of such incomplete work.

Site operations requiring special attention include but are not limited to: Any excavations; plant, machinery and equipment operations; any chemical storage and usage whatsoever; any works requiring elevated personnel such as for roofing, elevated building works requiring ladders or scaffolding etc...; any works with overhead elevated operations or construction. Please also refer to item "Safety" in *Section D: Project Technical Specifications*.

#### **31) PROTECTION OF THE PUBLIC**

The Contractor will be required to pay particular attention to watching and warning lighting and must provide any necessary barriers, etc., required for the protection of the public in terms of the existing Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) as amended.

### **32) INJURY TO PERSONS**

The Contractor shall be liable for and shall indemnify the Employer/Engineer in respect of any liability, loss, claim or proceedings whatsoever, whether arising in Common Law or by Statute in respect of personal injuries to or death of any person whomsoever arising out of or in the course of or caused by the execution of the Works.

### **33) DISAGREEMENTS**

#### **Notice of disagreement:**

The Contractor has the right by written notice to the Engineer to require him to consider any disagreement which he raises with the Engineer provided the said written notice shall be given within 14 days after the cause of disagreement has arisen.

#### **Ruling on disagreements:**

The Engineer shall give a ruling on the disagreement in writing to the Contractor no later than 14 days after his receipt of a written request from the Contractor requiring him to do so, failing which he shall be deemed to have given a ruling dismissing all the Contractor's contentions.

## **PRICING AND PAYMENT STRUCTURES**

### **34) FIXED PRICE CONTRACT**

The contract shall **not** be subject to contract price adjustment. Tenderers must therefore allow for increase cost for the contract duration, including possible delays in awarding the tender in accordance with the validity period.

### **35) PRICING**

The tenderers will be required to tender for all services, products and commissioning as specified in this document and associated plans. Partial bids will not be accepted. **If a tenderer does not tender on all items, his/her tender may be rejected.**

All prices tendered are to be in South African currency. All prices must **exclude** Vat. Vat must be added in the pricing summary.

- All items as described in the project specification are to be priced in full.
- Prices to exclude VAT.
- The minimum wage to be paid to unskilled labourers will be submitted on the tender document. Must be included in the tender price
- **Transport/Delivery costs must be included in the pricing. It must not be a separate item.**
- VAT must be filled in as the sub total followed by the complete price for the entire project.
- The tendered price must have your company stamp, date and be signed by an authorised person.

### **36) QUANTITIES OF WORK**

The Contractor shall receive payment only for the works actually executed and approved by the Engineer. No claim for an extra or for any addition, or for any variation shall be entertained unless such extra, addition or variation was ordered in writing by the Head of Department. Such a variation will be dealt with as a contingency only if the variation has an additional cost implication. See item on 'contingencies'. No objection to the description or terms of the Order in writing will be entertained unless lodged in writing with the Head of Department within twenty-one (21) calendar days of the date of the order.

### 37) PROGRESS PAYMENTS

- .1 The contractor may submit claims for progress payments only on completion of the hereunder listed levels. Payment shall only be paid for claims, which are commensurate with the works actually executed and complete. NOTE: Payment will only be made against the construction progress as pertaining to built items. Movable items and materials on site are excluded from progress payments until they have been fully installed or fitted or built up.
- .2 If any item or part of an item in an invoice is disputed by the Engineer, the Engineer shall give notice of such with reasons.
- .3 The contractor shall be paid up to a maximum of seven instalments. Refer to **ANNEXURE B: Payment Schedule** for the values of each phase. These values shall be adhered to during the payment process. Part payments will be made after the Department has approved the completion of each construction phase, in accordance with the retention clause (see below). The penultimate payment occurs after practical works completion. The final payment will be made after the 90 day retention period when the contractor has dealt with all defects.

### 38) GUARANTEE/DEFECTS LIABILITY PERIOD

An amount of 5% of the tendered value for the works will be withheld as defect liability retention. The contractor shall unconditionally guarantee all materials, workmanship related to the works for a minimum period of three (3) months. The guarantee shall cover any defects due to inferior materials and/or workmanship of the Contractor, or any of his sub-contractors, fair wear and tear excepted. The Contractor shall repair, remedy or replace any such defects, part or complete works without delay and at his own cost.

If any defects are not remedied within the period specified by the Head of Department, then the Head of Department shall have such defect repaired at the risk and cost of the Contractor by another Contractor whom the Head of Department deems to be proficient in the work without prejudice to any rights the Head of Department has against the defaulting contractor. The Head of Department will give written notice to the Contractor of such instances where he appoints another Contractor to remedy defects in the works.

### 39) CONTINGENCIES

Contingencies will only be available to the service provider for unforeseen additional expenditure not covered in the contract due to circumstances that have occurred after commencement of the works. Any contingency must be agreed upon in writing with motivation indicating the cost implications. This must be agreed between the Contractor and the Regional Engineer in writing before the commencement of any procurement of the required goods or services. The total tendered contract value (total bid price) will not include any contingency amount.

#### **40) SERVICE LEVEL AGREEMENT**

The successful tenderer and the Department will sign a Service Level Agreement prior to commencement of works. A proposed schedule of work must be provided by the contractor for the approval of the Engineer within 2 (two) weeks of receiving notification of a successful bid. A required payment schedule will be made in accordance with % works complete (based on installation/work completed on site). Verification of the % complete will be at the sole discretion of the Engineer.

#### **41) COMMENCEMENT OF THE WORKS**

The Department will organize a site hand-over to the contractor who will then be introduced to the project stakeholders and participants. The site shall only be accessible to contractor staff and Departmental representatives while work is in progress. **Work on both sites must commence simultaneously.** The site will be handed back after practical completion. Site establishment must start **within two weeks**, and the actual works **within three weeks** after hand-over of the site, provided that an official order has been issued and that no exceptional circumstances such as inclement weather or other outside the control of either party to the contract prevail. In the case the work has not commenced within three weeks of the hand-over and no attenuating circumstances for the delay can be provided, the Department reserves itself the right to cancel the contract and appoint one of the other contractors that have works.

#### **42) COMPLETION OF THE WORKS**

Practical completion of the work must be within the time stipulated under “Special Conditions”.

#### **43) RATE OF PROGRESS**

The Works shall be completed within the time period indicated on the official order form. If the Works are delayed by cessation of work by any workmen, inclement weather, or by any omissions, additions, substitutions or variations of the Works, or of any items of work, labour or material, or by any other causes beyond the Contractor's control then the Contractor shall have the right within twenty-one days of any such cause of delay arising, to apply in writing to the Department to extend the date of completion, stating the cause of delay and period of extension applied for. The Department upon receipt of such written application may by order in writing extend such date of completion by a period to be determined, or may refuse to extend such date of completion, or may postpone giving a decision upon such application until completion of the Contract period set out in sub-clause (a) of this clause. The date of completion will be extended only to the extent approved by the Department.

Should the Contractor fail to apply in writing for an extension within the time set out above, or should the Department refuse to grant any extension in writing, then the Contract period provided by sub-clause (a) of this clause shall not be exceeded.

When the Works are completed the Department will give a completion certificate and the date of such certificate shall be the date of commencement of the guarantee period.

#### **44) TIME TO BE OF THE ESSENCE**

Time shall be considered as the essence of the Contract. If, therefore, the Contractor fails to commence work or the Works or to proceed with and complete the Works in compliance with the projected timeframes, then the Head of Department shall have the right in his/her absolute discretion to adopt and exercise all or any of the following courses wholly or partly, viz: -

- To direct the Contractor, in writing, on any day named therein to suspend and discontinue the execution of the Works, and to withdraw himself and his workmen from the said Site or Sites, and thereupon: -
- To make any Contract or Contracts by calling for Tenders or otherwise with any other Contractor or Contractors for the completion of the Works, or any part thereof, at such times and upon such terms as to the Department shall deem best.
- To provide such number of men, or purchase such materials, or both provide the men and purchase the materials as to him shall seem fit and proceed with and complete the said Works.

In relation to the foregoing provisions the Department shall charge any sums of money which may be paid by the Department for completing the said Contract against the Contractor and if such amount shall exceed this Contract, then the Department shall have the right to recover such excess or any balance thereof from the Contractor by legal proceedings.

#### **45) PROGRAMME AND PROGRESS PAYMENTS (AFTER CONTRACT AWARD)**

The contractor is to supply a Gantt chart with the proposed times of completion of each phase and associated progress payment request for the project. A minimum of four (4) progress payments are suggested at any of the stages as detailed in *Annexure B*.

#### **SPECIAL CONDITIONS**

#### **46) PERIOD OF COMPLETION**

The project is to be completed **within 3 months after the date of award of tender (120 calendar days)**, provided that the order was received within two weeks after award of the tender.

#### **47) PENALTY CLAUSE / FINES FOR LATE OR NON-COMPLETION**

If the contractor does not complete the work **within the time stipulated** and no extenuating circumstances can be given for the delay, the Department may impose a fine as detailed below. The total will be subtracted from the retention allowance. If the contractor fails to complete the works and the Department is forced to employ another contractor to complete the works, the defaulting contractor will be held liable for the costs as far they exceed the original total tender value. Refer also to the breach of contract and penalty clauses in ZNT 6, condition 4, section B.

In addition: Penalties for late completion shall be deducted at the following rate: **R100/working day delay.**

### **C) PROJECT TECHNICAL SPECIFICATIONS**



## **FINISHES TO IN-SITU CONCRETE**

### **Class U1 Ordinary Finish**

Immediately after placing, the concrete shall be finished rough by screeding with the edge of a wooden board of straight and true line and working between guides set accurately to level.

No mortar shall be added and noticeable surface irregularities caused by the displacement of coarse aggregate shall be made good by re-screeding after removing or tamping down the offending aggregate.

### **Class U2 Wood Float Finish**

The concrete surface shall first be brought to the standard Class U1 ordinary finish and then floated with a wood float. Floating shall be started as soon as the screeded finish is stiffened sufficiently and bleed water has evaporated or been removed and it shall be the minimum necessary to produce a surface free from screed marks and uniform in texture.

### **Class U3 Coarse Brush Surface Finish**

The concrete surface shall first be brought to a Class U1 ordinary finish. A coarse brush finish is then applied with a coarse bristle brush. "Brushing" shall be started soon after screeding to produce a uniform patterned coarse surface finish with a rough surface texture in the direction of the desired drainage direction.

### **Class U4 Steel Float Finish**

The concrete surface shall first be brought to the standard Class U1 ordinary finish and then floated with a steel power float. Floating shall be started as soon as the screeded finish is stiffened sufficiently and bleed water has evaporated or been removed and it shall be the minimum necessary to produce a surface free from screed marks and uniform in texture.

MORTAR CLASS	MIX RATIO: (By Volume)	MASONRY CEMENT: kg	LIME: L	SAND: (loose and damp) L (max)
I	1 : 4	50	0-10	130
II	1 : 6	50	0-40	200
PLASTER CLASS	MIX RATIO: (By Volume)	MASONRY CEMENT: kg	LIME: L	SAND: (loose and damp) L (max)
Rich mix (foundations, wet areas)	1 : 4	50	0-10	130
General purpose	1 : 5	50	0-40	165

## 6) SAFETY

- .1 One 5kg ozone friendly fire extinguisher and 1 fully fitted 1<sup>st</sup> aid box is to be provided in the facility.
- .2 All safety equipment required to construct the facility are for the contractor's responsibility and provisioning. Examples include: safety and protective clothing; sound scaffolding; falsework and bracing; ladders etc... all equipment, tools and safety equipment are to be in a safe operating condition and must be used by the workers where appropriate.
- .3 Refer to general conditions for site safety. Site operations and conditions requiring special attention include but are not limited to:
  - Equipment, machinery, tools: (stationary or mobile) such as vehicles, generators, pumps, drills, augers, picks, spades, hand tools, ladders, scaffolding to be in a safe operating condition and are to be used in a safe and responsible manner. The contractor is responsible for all such monitoring and control of site operations and equipment throughout the works for the entire contract duration.
  - Lifting and lowering of materials or personnel in any way whatsoever.
  - Personnel access and operations at raised levels or on raised platforms or scaffolding.
  - Excavation works and holes are to be clearly indicated to prevent injury to personnel.
  - Potential ingress of water on/through the site.
  - Potentially hazardous services may be present on site such as water and sewerage mains, electricity cables etc...
  - Chemical transport, storage and usage whatsoever - this includes chemical contact through equipment use such as fuels and oils; materials such as creosote, paints, solvents, cement, concrete...
  - Barriers and safety cordons, safety and warning signage, sirens, lighting etc. as required
  - Safety equipment: Safety and protective clothing, gloves, goggles, masks, hard hats, boots, harnesses etc.
  - A first aid box is to be provided and available at all times on site during working hours and is to comply with the requirements of the Occupational Health and Safety Act.
  - Additional risks associated with specific methods of construction selected by the contractor which are not necessarily covered in the above.

## 7 Toilet Facilities

Contractor to provide the facility.

**ANNEXURE A : Pricing Summary New Dip Tank**

ITEM #	DESCRIPTION	UNIT	Sub Total Value	Grand Total (R)
1	Mahwaqa dip tank and animal handling facilities (sub-totals from Annexure D)	Sub total Page 21		
		Sub total Page 22		
<b>SUB TOTAL (A):</b>				
<b>Plus VAT (14%)</b>				
<b>TOTAL:</b>				

**ANNEXURE B : Payment Schedule New Dip Tank**

PAYMENT #	PHASE DESCRIPTION	App. % of work/ contract
1	<b>Preliminary and general/Site establishment</b> 1) Insurances, project risk, workman's compensation, UIF etc... 2) Project administration, services, external services, testing, safety, provision of all required equipment for works at required times etc... 3) Site preparation and establishment.  <b>Excavation of dip tank hole see Item 10, Annexure D</b>	10%
2	<b>Completion of concrete work for dip tank hole, Items 11, 12 and 13, Annexure D</b>	30%
3	<b>Excavation and Concrete work for dry race and kraal entrance</b>	15%
4	<b>Pole work and associated excavation and concrete work including by-pass entrance and exit (all pole holes ,planting, compacting and bracing of poles, fitting of neck-clamp)</b>	40%
5	<b>Retention money 5% at final completion after 90 days</b>	5%
	<b>TOTAL</b>	<b>100%</b>

## **ANNEXURE C : Additional Information**

### **EQUIPMENT & RESOURCES:**

Please provide an indication of the equipment and resources which will be available to execute the services required:

No	Equipment and resources available in order to execute the services:
1	
2	
3	
4	
5	

**EXPERIENCE:** Please indicate your experience and expertise by completing the table:

No	Name of project + Period	Project description	Role (self or sub- contracted)	Project value	Name and contact number of referee
1					
2					
3					
4					
5					

**SUB CONTRACTED WORKS:** Please list which parts of the works for this tender will be sub-contracted.

No	Sub Contractor	Associated works	Percentage
1			
2			
3			
4			
5			

**ANNEXURE D: SCHEDULE OF ESTIMATED QUANTITIES**

**Dip tank and Animal handling facilities: Schedule of Quantities:**

ITEM	DISCRIPTION	UNIT	QTY	Price (R per unit) Vat excl	Total Cost
1	<b>EXCAVATION</b>				
(a)	Of site, including dip tank hole	m <sup>3</sup>	110		
(b)	E/O for rock	m <sup>3</sup>	3		
2	<b>CONCRETE</b>				
	30 mPa concrete	m <sup>3</sup>	28		
3	<b>POLES</b>				
(a)	2.40m x 100-125mm Ø Posts	No	85		
(b)	2.70m x 100-125mm Ø Posts	No	35		
(c)	4.80m x 100-125mm Ø Posts	No	125		
	<b>STEEL REINFORCEMENT</b>				
(a)	Y 10 x 0.350m - Pole bracing	No	380		
(b)	Y 10 x 1.625m – Pole bracing (double poles)	No	15		
(c)	Ref 311 mesh - 6m x 2.4m sheet for concrete	No	4		
(d)	Ref 500 mesh – 6m x 2.4m sheet for concrete	No	16		
(e)	R 8 x 6m (See bending Schedule)	No	13		
(f)	Y10 x 2.6m (Gates)	No	1		
(g)	800mm x 102mm x 76mm x 10mm angle iron	No	1		
4	<b>STONE PICHING</b>	m <sup>2</sup>	6		
5	<b>SITE CLEARANCE</b> Remove 150mm topsoil and stockpile	m <sup>3</sup>	28		
6	<b>BACKFILL</b>				
(a)	Restricted backfill to 93% MOD ASSHTO behind dip tank walls	m <sup>3</sup>	28		
(b)	Cart away surplus material to spoil	m <sup>3</sup>	38		
7	<b>SHUTTERING AND FINISHING</b>				
	<b>FORMWORK IN SMALL WORKS etc.</b>				
(a)	Rough formwork (incl. narrow widths and raking)	m <sup>2</sup>	19		
(b)	Smooth formwork (incl. narrow widths and raking)	m <sup>2</sup>	148		
(c)	U2 finish to base of tank, steps and drying race	m <sup>2</sup>	33		
(d)	U4 finish to tops of walls	m <sup>2</sup>	3.1		
	<b>SUB-TOTAL EXCL VAT</b> <b>(in case of VAT vendors</b> (Amount to be carried forward to the Annexure A)				