



KWAZULU-NATAL PROVINCE

**AGRICULTURE AND RURAL DEVELOPMENT
REPUBLIC OF SOUTH AFRICA**

KWAZULU NATAL DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

Quotation No: R/N/2425/547

**SUPPLY, DELIVER, OFF-LOAD MATERIAL AND CONSTRUCT 400 BROILER UNIT AT
THEMBEKILEMPANZA POULTRY PROJECT UNDER UMFOLOZI LOCAL
MUNICIPALITY KWAMBONAMBI.**

NAME OF BIDDER

Mandatory Requirements:

1. Minimum of CIDB Grading 1GB or higher
2. Certified copy of sworn affidavit / BBBEE Certificate/ CSD report (for purpose of claiming specific goals)

COMPULSORY SITE BRIEFING	
DATE	15/11/2024
MEETING ADDRESS/ VENUE	Department of Agriculture and Rural Development, Thembekile Mpanza poultry project, ward 18, kwaMbonambi
BRIEFING/MEETING TIME	11H00

Return of Quotations: Quotations must be deposited in the bid box situated at Department of Agriculture and Rural Development, Supply Chain Management, Hilton Offices, 04 Oak Pin Avenue, Hilton 3201

For more information, please contact the following official:

For: Technical Enquiries
Mr Sipho Shandu
082 454 8041

For: Quotation/SCM enquiries:
K.P Gumede
033 343 8366

CLOSING DATE: 22 NOVEMBER 2024

TIME: 11:00 AM



KWAZULU-NATAL PROVINCE
AGRICULTURE AND RURAL DEVELOPMENT
REPUBLIC OF SOUTH AFRICA

INVITATION OF QUOTATION FROM R1 - R1 MILLION

THIS FORM SHOULD BE COMPLETED IN FULL AND SHOULD BE ACCOMPANY **A VALID BBBEE CERTIFICATE/SWORN AFFIDAVIT /CSD REPORT**

QUOTATION NUMBER: R/N/2425/547	VALIDITY PERIOD OF QUOTATION..... Days (To be completed by the Supplier)
CLOSING DATE: 22/11/2024	CLOSING TIME:11H00
DESCRIPTION(SPECIFICATION/S) OF ITEMS/ SERVICE REQUIRED: SUPPLY,DELIVER,OFF-LOAD MATERIAL AND CONSTRUCT 400 BROILER UNIT AT THEMBEKILE MPANZA POULTRY PROJECT UNDER UMFOLOZI LOCAL MUNICIPALITY KWAMBONAMBI.. See attached spec.	COMPANY NAME: TEL NO: FAX NO: CONTACT PERSON: CSD REG NUMBER MAAA.....
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 IS THE STOCK HELD? (PHYSICAL ADDRESS, PLEASE)	
QUOTATION PRICE INCLUDING VAT (VAT TO BE ADDED BY REGISTERED VAT VENDORS ONLY)	TOTAL: R
OFFICIAL COMPANY STAMP / COMPANY NAME SIGNATURE OF BIDDER DATE
Quotation to be returned to: NONDUMISO NKWANYANA Department of Agriculture & Rural Dev BID BOX 4 Pin Oak Avenue Hilton 3245 Tel. No: 033 343 8433	
NB: ALL DOCUMENTS PERTAINING TO THIS QUOTATION, MUST BE COMPLETED IN FULL, SIGNED AND RETURNED WITH ALL SUPPORTING DOCUMENTS.	

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	R/N/2425/547	CLOSINGDATE: 22 NOVEMBER 2024		CLOSING TIME:	11:00
DESCRIPTION	SUPPLY, DELIVER, OFF-LOAD MATERIAL AND CONSTRUCT 400 BROILER UNIT AT THEMBEKILE MPANZA POULTRY PROJECT UNDER UMFOLOZI LOCAL MUNICIPALITY KWAMBONAMBI				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
4 PIN OAK AVENUE HILTON 3245					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Nondumiso Nkwanyana		CONTACT PERSON	SHANDU SIPHO AUBREY	
TELEPHONE NUMBER	033 343 8433		TELEPHONE NUMBER	0824548041	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	nondumiso.nkwanyana@kzndard.gov.za		E-MAIL ADDRESS	sipho.shandu@kzndard.gov.za	
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					

FOR ENQUIRY ONLY

END-USER NAME : Shandu Sipho Aubrey
TELEPHONE NUMBER : 082 454 8041
E-MAIL ADDRESS : sipho.shandu@kzndard.gov.za
PROPOSED DELIVERY DATE : 01 March 2025
DELIVERY ADDRESS : Thembekile Mpanza poultry project, ward 18, KwaMbonambi
LOCAL MUNICIPALITY : uMfolozi local municipality
DISTRICT : King Cetshwayo District

LINE NO.	DESCRIPTION OR SPECIFICATION OF ITEM (Please be very specific and clear)	REQUIRED QUANTITY	UNIT PRICE EXCL. VAT		TOTAL PRICE	
			R	C	R	C
1.	Supply, deliver, offload material and construct 400 broiler unit as per attached specification	1				
* LABOUR (IF APPLICABLE)						
*DELIVERY (IF APPLICABLE)						
TOTAL						
*ONLY APPLICABLE TO VAT REGISTERED SUPPLIERS 15% VAT						
TOTAL PRICE						
CIDB Grading (IF APPLICABLE)					IGB	

COMPANY NAME :

CSD NUMBER :

ADDRESS :

CONTACT PERSON :

CONTACT NUMBER :

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

PRICES ARE VALID FOR DAYS **Mark one Box (X)**
☐ 30 ☐ 60 ☐ 90 ☐ 120

SIGNATURE.....

DATE.....

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILED THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

.....

DATE:

.....

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 interest¹ 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

- 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:

.....
.....

¹ 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.

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 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.
- 3.5 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.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF

PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND

COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS

DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bid

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



Cedara Road, Pietermaritzburg, 3200

ZN Department of Agriculture & Rural Development, Private Bag X9059, Pietermaritzburg, 3200

Tel: 033 355 9588 / 9369

Procurements from R1 up to R 30 000.00, the Department will allocate (80/20) points as follows:

80 points for price

10 points for black owned entities

10 points for entities located in a District where goods/services are required.

If the entity is 100% owned by black people, this must be supported by a BBBEE certificate or affidavit or share register or CSD report.

Historically Disadvantaged Individuals	Black Owned	Districts	Total Points
An EME or QSE which is at least 100% owned by black people			
Enterprises located in a specific District for work to be done or services to be rendered in that District (Proof of residence to be attached)	10	10	20



KWAZULU-NATAL PROVINCE
AGRICULTURE AND RURAL DEVELOPMENT
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Procurements from R30 000 – R1M the Department will allocate the points as follows

Historically Disadvantaged Individuals	Black Owned	Points
0An EME or QSE which is at least 100% owned by black people		
51% Black people who are women	10	10
51% Black people who are youth	10	8
51% Black people with disabilities (Proof to be attached)	10	7
51% Black people living in rural or underdeveloped areas or townships	10	6
51% Black people who are military veterans (Proof to be attached)	10	6
A cooperative owned by 51% black people	10	5

If the entity is 100% owned by black people, this must be supported by a BBBEE Certificate or Affidavit or Share Register or CSD report.

Should the service provider qualify for more than one (1) specific goal points as per the above table, the Department will allocate the points to the goal with highest score.

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

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

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. 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:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)}
 \end{array}$$

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:

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) & \text{or} & Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \end{array}$$

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 below 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)	Tenderer to indicate number of points to be claimed (Number of points claimed to a maximum of 10 points)
100% Black owned entities	10	
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)	Tenderer to indicate number of points to be claimed (Number of points claimed to a maximum of 10 points)
Enterprises located in a specific District (Proof of residence to be attached i.e. Utility Bill, Municipal Councillor's letter applicable for procurement from R1 – R30 000)	10	
51% Black people who are women	10	
51% Black people who are youth	8	
51% Black people with disabilities (Proof to be attached)	7	
51% Black people living in rural or underdeveloped areas or townships	6	
51% Black people who are military veterans (Proof to be attached)	6	
A cooperative owned by 51% black people	5	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

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:

.....
.....
.....
.....

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (iv) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (v) General Conditions of Contract; and
 - (vi) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

.....

2

.....

OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

Site/Building/Institution Involved: **KZN DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT**

Goods/Service/Work: Supply, deliver, off-load material and construct 400 broiler unit at Thembekile Mpanza Poultry project under uMfolozi local municipality Kwa Mbonambi.

This is to certify that (bidder's representative name) _____

On behalf of (company name) _____

Visited and inspected the site on ____/____/____ (date) and is therefore familiar with the circumstances and the scope of the service to be rendered.

DATE: / /

Departmental Stamp With Signature

**KWAZULU-NATAL PROVINCE**AGRICULTURE AND RURAL DEVELOPMENT
REPUBLIC OF SOUTH AFRICA**APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION OF A 400 BIRDS BROILER HOUSE FOR ALETHWA PROJECT- AT MFOLOZANE UNDER KING CETSHWAYO DM - MFOLOZI LM****NOVEMBER 2024**

TABLE OF CONTENTS PROJECT TECHNICAL SECTION			
No.	Section	Pages	Returnable section?
1	Table of Contents	1	NO
2	A General Notes And Disclaimer	2	NO
3	B1 Special Conditions of Contract Section 1 – Amendments to GCC 2015 (III)	3 - 7	NO
4	B2 Special Conditions of Contract Section 2 – SCC (Additional)	8 - 15	NO
5	C Terms of Reference	16	NO
6	D Scope of Works	17	NO
7	E Standard Technical Specifications for building works	18 - 22	NO
8	F Project Specific Technical Specifications	23 - 30	NO
9	G Appendices	31 - 55	YES



APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION OF A 400 BIRDS BROILER HOUSE ALETHWA PROJECT- AT MFOLOZANE ARE UNDER KING CETSHWAYO MFOLOZI LM

A | GENERAL NOTES AND DISCLAIMER

1 COMPLETENESS OF THE DOCUMENT

- 1.1 The information provided in this document is done in good faith. Information regarding site conditions, materials on site and other site information supplied is for the contractor's convenience, as an indication of conditions likely to be encountered.
- 1.2 No responsibility will be accepted for, and there is no guarantee of the information being representative of the whole area of the works or materials.
- 1.3 The information provided will not be regarded as in any way limiting the Contractor's responsibilities. He/ She will be held to have satisfied him/herself of all conditions to be encountered on site and to allow accordingly in his/her tendered rates.

2 APPLICABLE STANDARDS

- 2.1 The South African Bureau of Standards, Standard Specifications for Civil Engineering Construction (SABS 1200) with particular reference to *SANS 10400 General principles and requirements, latest version* shall apply to this Contract together with additional amendments as set out herein.
- 2.2 The Contractor shall have available for reference on site at all times a full set of the above specifications, together with any other to which they refer.
- 2.3 These specifications shall remain the property of the Contractor but shall be made available to the Engineer whenever required throughout the duration of the Contract.

3 CONTRACT DOCUMENTS

- 3.1 This contract is governed by the conditions of the Special Conditions of Contract (Section B1 & B2) and must be read in conjunction with the referenced Drawings of Appendix 4.
- 3.2 If the contractor has the impression that the information provided in the drawing(s) and the technical specifications/Schedule of quantities contradict each other or are perceived to be ambiguous, (s)he should point this out to the Engineer and ask for clarification at an early stage, but not later than before the commencement of any construction.
- 3.3 The same applies for purported differences between the technical specifications and schedule of quantities.

4 ERRORS

- 4.1 Whilst efforts have been made to ensure correctness of the document, especially regarding Technical Information; Bill of Quantities, formatting; numbering and referencing etc. the onus lies with the contractor and those utilizing this document to verify all information and to confirm such, especially during pricing.
- 4.2 In instances where works/items are referenced in the Technical Information but omitted in the Bill of Quantities, and the error is picked up before the job is awarded, an amended BoQ will be sent for pricing before closure of the bid/quote. If the error only comes to the light after award of the job, the omitted item(s) will be paid for from the Contingencies allocation, after a market related quote was submitted by the SP and approved by the Engineer, and installation of the item has taken place.



APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION OF A 400 BIRDS BROILER HOUSE ALETHWA PROJECT- AT MFOLOZANE ARE UNDER KING CETSHWAYO MFOLOZI LM

B | SPECIAL CONDITIONS OF CONTRACT
Section 1: Amendments to GCC 2015 (3rd Edition)

This contract will be governed by the General Conditions of Contract (CC 2015 - Third Edition), as per the amendments tabled below (Section B1), as well as by additional Special Conditions of Contract (SCC) (Section B2). If any of the GCC clauses were to contradict or differ from the SCC, the SCC one(s) will prevail.

**GENERAL CONDITIONS OF
CONTRACT AS PER GCC
2015 (III) AMENDMENTS**

**B1 | AMENDMENTS TO THE GCC 2015-THIRD EDITION CONDITIONS OF CONTRACT****(1)**

May 2024 version

#	SECTION	ACTION	CLAUSE	AMENDMENTS
1	1.2.1	Insert	1.2.1	Any written communication "(be it electronic or otherwise)) between the parties [...]" etc
2	1.2.1	Add	1.2.1.3	Extra sub clause: "1.2.1.3 it can be established that any means of electronic written notification by email, short message service or otherwise, can reasonably be expected to have been received by the addressee."
3	2.2.4	Add	2.2.4.2	"In addition, the total of the additional works should not exceed the balance of the Contingencies or, if applicable, the approved Variation Order amount."
4	2.3	Add	2.3.2	The contractor is to provide an estimate of the costs of the additional work, if possible on the basis of his rates as per the Pricing data and/or quotes from suppliers. The costs shall not exceed the balance of the Contingencies allocation for the project, unless permission for a Variation Order has been granted before the additional work has been approved. The Employer's Agent will make a recommendation to the responsible manager who will subsequently take a decision whether the additional work will be warranted, and will communicate that decision to the Contractor.
5	3.1.1	Replace	3.1.1	"A registered professional in a built environment profession that is appropriate to the Scope of Work" by: "an Engineering professional in an Engineering field that is appropriate for the Scope of Work, e.g. Agricultural and/or Civil Engineering"
6	3.3.1	Insert	3.3.1	The Employer's Agent shall be entitled, "but not without giving prior notice to the Contractor", to appoint a person [...]" etc
7	3.3.3	Remove	3.3.3	"Notwithstanding the aforesaid" the powers and [...]" etc.
8	4.2.2	Add	4.2.2	[...] in terms of Clause 3.3.4. "Should the Employer's Agent find that works were executed or items were purchased that he could not approve of and was not consulted about on instruction of any other persons, he is entitled to instruct the contractor to correct the disputed works at his own costs".
9	4.4.2	Add	4.4.2 (2)	Sub-clause (2): "The Department reserves the right to negotiate with the contractor the use of a sub-contractor if it is felt that the subcontractor nominated by the Contractor is likely to be unable to successfully implement the proposed works."
10	4.4.5	Remove	4.4.5	Any appointment of a subcontractor "in accordance with clause 4.4.4" shall not amount to, etc.
11	4.5.3	Insert	4.5.3	"Unless specified otherwise in the procurement document", the Contractor shall be [...]" etc.
12	4.7.1	Insert (2x)	4.7.1	[...] instructions for dealing therewith. "The notification duty equally applies to the discovery of graves with human remains." If, by reason of such instructions, the Contractor suffers delay to Practical Completion and/or incurs proven additional cost he can make a claim in accordance with Clause 10.1.
13	5.3.2	Replace	5.3.2	Replace "within the number of days stipulated in the Contract Data from the Commencement Date", by "at the site handover, or at the latest two (02) weeks after site handover, but before commencement of any works",
14	5.3.2	Replace	5.3.2.1	Replace "terminate the Contract in terms of Clause 9.2:" by: "suspend the commencement of the work until such time that the documentation is in order".

**B1 | AMENDMENTS TO THE GCC 2015-THIRD EDITION CONDITIONS OF CONTRACT****(2)**

May 2024 version

#	SECTION	ACTION	CLAUSE	AMENDMENTS
15	5.3.2	Add	5.3.2.2	Sub-clause: "(2) In the sustained absence of the correct documentation, the Employer will terminate the Contract in terms of Clause 9.2."
16	5.10.1	Remove	5.10.1	"The Contractor may, in writing to the Employer's Agent, demand compliance within a stated time by the Employer with the terms of the Contract, which terms shall be specified in such demand." If the Contractor suffers[...] etc.
17	5.10.1	Rephrase	5.10.1	If the Contractor suffers delay to Practical Completion and/or incurs proven additional cost from failure or delay on the part of the Employer, his agents, employees or other contractors (not employed by the Contractor), the Contractor "can submit for consideration to the Employer's agent an Extension of Time for Practical Completion and/or monetary compensation request" in accordance with Clause 10.1 within 28 days after the cause of the delay occurred.
18	5.13.1	Replace	5.13.1	[...] "the sum stated in the Contract Data" By: "an amount of up to 0.05% of the contract sum minus the Contingencies"
19	5.13.1	Remove	5.13.1	"including special non-working days"
20	5.13.1	Insert	5.13.1	[...] Practical Completion. "This amount shall be subtracted from the Retention moneys and/or from the claim of one of the part payments". The imposition or [...]
21	5.14.1	Replace	5.14.1	"to the requirements for achieving practical completion as set out in the Contract Data" by: "to the extent that the works can be used for the purpose they were intended."
22	5.14.3	Add	5.14.3.3	"The Contractor will not be responsible to repair wear and tear to the facility as a result of the occupation before completion."
23	5.14.4	Insert	5.14.4.1	"As soon as the work referred to in the further list "(Snaglist)" issued in terms of [...] etc
24	5.14.4	Insert	5.14.4	Certificate of Completion "of Works".
25	5.15.1	Add	5.15.1	"Usable surplus materials that have been fully paid for should be left on site, provided they are not obstructing access, are no source of pollution, nor an eyesore, and the owners of the site are in agreement, and have established, in consultation with the Employer's agent, that the use of the items left behind does not constitute a health hazard."
26	5.14.5	Insert	5.15.5	Certificate of Completion "of Works"
27	5.14.5.4	Replace	5.14.5.4	"Employer" by: "beneficiary/ies"
28	6.1.1	Add	6.1.2	Subclause: This is a re-measurement Contract in terms of Clause 1.1.1.28 in which the Contractor is paid an amount determined from the actual quantities of work completed multiplied by the rates or prices for such work subject to adjustments in accordance with the Contract.
29	6.2.1	Insert	6.2.1	[...] Employer's Agent, "if so requested in the Special Conditions of Contract for this Contract or the SLA", as part of the [...], etc.
30	6.4.1.4	Add	6.4.1.4	[...] of Clause 6.5, "if the pricing schedule solicited rates for day work items".

**B1 | AMENDMENTS TO THE GCC 2015-THIRD EDITION CONDITIONS OF CONTRACT****(3)**

May 2024 version

#	SECTION	ACTION	CLAUSE	AMENDMENTS
31	6.4.1	Add	6.4.1.5	<i>"Alternatively, the Employer's Agent may issue an instruction to the Contractor to submit a quote for those items required for the additional work on the basis of supplier quotes, and combine these, if applicable, with day work rates, if these are available. The Contractor will in this case be compensated on a proven cost, plus mark-up basis."</i>
32	6.6.1.2.1 6.6.1.2.2	Replace	6.6.1.2	Executed by a subcontractor appointed in terms of Clause 4.4.3, the Contractor shall be paid the sum or sums paid or due to be paid by him to the subcontractor, <i>"plus the mark-up percentage stated by the Contractor in his Pricing Data, or, in the absence thereof, a default mark-up of 10%."</i>
33	6.6.3	Add	6.6.3	[...] Contract price <i>"and will not be paid out to the Contractor"</i>
34	6.7.1	Add	6.7.1.1 6.7.1.2	<i>"Should, in the view of the Contractor, the quantities or volumes provided in the Bill of Quantities/Pricing Data differ substantially of those required for the Works, he should point such out to the Employer's agent who will subsequently consider if:</i> 6.7.1.1 <i>The degree to which the volumes and quantities exceed the ones provided in the Pricing data would warrant payment from the Contingencies allocation;</i> 6.7.1.2 <i>Reduced numbers, volumes and quantities would warrant consideration as savings."</i>
35	6.8.1	Add	6.8.1	<i>"with the exception of the cases mentioned under clauses 6.8.2, 6.8.3, 6.8.4 and 6.8.5."</i>
36	6.8.2	Add	6.8.2	<i>"set out in the Contract Price Adjustment Schedule" "(Section 11.2)."</i>
37	6.8	Add	6.8.5	<i>New section:</i> <i>"6.8.5 Price adjustments through balancing of the pricing data</i> <i>"6.8.5 Should the Engineering Agent find that the rates of prices of individual line items of the original Pricing are not realistic, the Employer's Agent may request the Contractor to balance the Pricing Data and amend the items under consideration upwards or downwards to bring them in line with market values and submit them for approval to the Contractor, who will not unreasonably reject them. If accepted, these adjusted values become binding throughout the Contract period."</i>
38	6.9.4	Add	6.9.4	At end of clause 6.9.4: [...] incorporation in the Permanent Works. <i>"Any surplus material that has been fully paid for should be left on site after completion of the Works, adhering to the provisions made under Clause 5.15.1."</i>
39	6.10.1	Replace	6.10.1	<i>"With regards to [...] as the Employer's Agent may require) and" [...] By:</i> <i>"The Employer's Agent after having inspected the Works shall prepare a payment certificate provided that enough progress is made, and send it to the Contractor for consideration. After the Contractor and the Employer's Agent have agreed on the valuation, the Contractor will submit an invoice for payment. The Employer's Agent shall, by signed payment certificates issued to the Employer and the Contractor, certify [...] etc."</i>

**B1 | AMENDMENTS TO THE GCC 2015-THIRD EDITION CONDITIONS OF CONTRACT****(4)**

May 2024 version

#	SECTIO	ACTION	CLAUS	AMENDMENTS
40	6.10.2	Insert	6.10.2.1	Extra sub clause <i>before</i> present clause 6.10.2 (Present section 6.10.2 becomes 6.10.2.1): "6.10.2.1 No valuation of or payment for materials will be made that have not been installed or otherwise been incorporated in the Works, unless the Employer's Agent has approved a written request for a special arrangement in this regards, prior to the delivery of the materials to site. The request should detail the type and quantities and/or volumes of the materials, and the estimated total value, including transport and delivery to site, of the materials, which will exclude plant and building equipment."
41	6.10.2.2	Insert	6.10.2.2	Present clause 6.10.2 becomes 6.10.2.2: insert before start of sentence) "6.10.2.2 Should the Employer's Agent grant in principle approval for materials delivered to site to be included in the valuation", the Contractor shall deliver with his statement, pursuant to Clause 6.10.1.5, copies of invoices or receipts in respect of the purchase and delivery of the materials for which the Contractor claims payment.
42	6.10.2.3	Replace	6.10.2.3	"6.10.2.3 The valuation of such materials shall be shall be "based on" by: "50% of the total" of the purchase price [...] etc.
43	6.10.3	Add	6.10.3	[...] Contract data. "Apart from the retention <u>percentage</u> as stated in the contract data, there will be no limit to the amount of Retention money, unless the Contractor has submitted a bank guarantee, in which case the Retention limit will be 5% of the contract value minus the contingencies
44	6.10.6	Remove	6.10.6.2	Entire sub section.
45	7.5.3	Correction	7.5.3	[...] in writing (in which even the shall be deemed to" to be corrected to [...] in writing, in which event the Employer's Agent shall deemed to have given, etc
46	Chapter 10	Refer	Chapter 10	Where GCC 2015 clauses regarding Claims & Disputes would deviate from procedures used by KZN DARD Legal Services, the latter will prevail.
47	CPAS	Replace	11 11.1 11.2 11.2.1 11.2.2 11.3	Entire Contract Price Adjustment Schedule by: 11. CONTRACT PRICE ADJUSTMENT SCHEDULE 11.1. Contract Price adjustments (CPA's) would only apply to those contracts that actually HAVE price adjustment provisions included in them. Most contracts are of the Fixed Price type. 11.2. For the determination of contract price adjustment factors, the latest STATS SA Construction Materials Price Indices Statistical Releases will be used. The following tables will be used: 11.2.1. Table 1 (CPAP Work Group Indices); 11.2.2. Table 2 (Construction Input Price Index (CPI) – Material Purchases By Type of Service. 11.3. Project specific weightings will be used and applied to the relevant workgroups of Tables 1 and 2.

B | SPECIAL CONDITIONS OF CONTRACT

Section 2: Additional Special Conditions

1. *These Special Conditions of Contract (SCC) should be read in conjunction with the General Conditions of Contract for the Construction Industry, GCC 2015 (Third edition) clauses, as amended.*
 2. *If any of the Special Conditions of Contract (SCC) clauses listed below would contradict, or in any way deviate from a corresponding clause of the GCC 2015, the SCC one will prevail.*
-

B2 | SPECIAL CONDITIONS OF CONTRACT - ADDITIONAL

1. CONSTRUCTION PERIOD, DUE COMPLETION DATE & CONTRACT PERIOD

- 1.1. The total contract period will be **eleven (11) months**.
- 1.2. The contract period will start at the site handover and finish with the final payment no later than 1 month after expiry of the liability period..
- 1.3. The completion period from the site hand over up to practical completion of the project will be three (3) months. The commencement of work should be no later than 14 days after the handover.
- 1.4. Works Completion, shall be no later than 1 month after practical completion, when all outstanding work from the snag list has been attended to.
- 1.5. The liability period will be six (6) calendar months calculated from the date of completion of works.

2. COMPETENCY OF THE SERVICE PROVIDER

- 2.1. The Bidder should have a CIDB contractor grading designation of **1 GB** or higher. Since the Department has no Contractor Development Programme in terms of the CIDB/Dept of Public Works National Contractor Development Programme (2010), PE grading designations do not apply.

3. WATER AND POWER

- 3.1. The Contractor shall make the necessary arrangements for the provision of any water and power, and will make sufficient back up arrangements to mitigate the effects on the progress of the work due to scheduled or unscheduled power outings.
- 3.2. No payment will be made for the provision or use of these services, other than via the relevant line items in the Preliminary & General section of the Pricing Schedule.

4. LOCATION OF CAMP

- 4.1. No persons other than a night watchman may sleep in the camp, without the approval of the beneficiaries.
- 4.2. The contractor is to make portable toilets available for his staff and workforce, and place these in consultation with the beneficiaries.

5. HOUSING OF CONTRACTOR'S EMPLOYEES

- 5.1. The Contractor shall make his own arrangement for housing, payment and feeding his employees and transporting them to and from the site.
- 5.2. No housing is available on site, but the Contractor can make arrangements with the beneficiaries for temporary accommodation for staff or labourers.
- 5.3. 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.

6. LABOUR SOURCE & CAPACITY

- 6.1. The Contractor 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 an acceptable quality of workmanship.
- 6.2. The contractor is encouraged to source labour from the local community. The Contractor will negotiate with the participants in this regard to establish all the conditions for the utilization of the local labour.
- 6.3. The contractor is required to comply with any existing Expanded Public Work Projects (EPWP) prescriptions that may exist concerning the creation of job opportunities during the implementation of the Works.
- 6.4. The Contractor will be responsible for all hiring, payment, housing and transport of all labour used for the duration of the contract.

7. SECURITY & RISK

- 7.1. No one shall be allowed on the construction site after normal working hours except for the necessary security personnel.
- 7.2. The Contractor shall also be responsible for safeguarding all his/her plants, machinery, equipment and materials on site. The Employers Agent 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.

8. MATERIALS: DELIVERY, ON & OFF-LOADING, STORAGE & RESPONSIBILITY

- 8.1. The Contractor shall be responsible for the safe delivery, loading, off-loading, handling and storage of any equipment and materials on site.
- 8.2. All equipment, materials and plant stored on site must be suitably protected against damage or loss by theft or otherwise.
- 8.3. The Contractor shall remain fully responsible for all material and plant etc. until the completed works and site have been officially handed over.
- 8.4. The placement and use of a temporary shipping container inside the precinct for the storage of tools and equipment will be allowed, provided that prior approval for such, including the location of the container, will have been obtained from the beneficiaries.
- 8.5. The Contractor must demarcate the work site clearly, using danger tape or other suitable means as per the requirements of OHS regulations.

9. EXISTING ROADS, MUNICIPAL PAVEMENTS, ETC.

- 9.1. 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 repair such damage at his/her expense.
- 9.2. Refer to GCC 2015 (III) Clauses 8.4 (Indemnifications) and 8.5 (Reporting of Accidents).

10. DAMAGE TO PROPERTY

- 10.1. If such services are discovered, immediate notification must be made to the Department and all work in the vicinity of such cables, pipes, etc., shall cease until safe to proceed.
- 10.2. Should the Contractor damage underground cable or pipes, or any other damage on property belonging to the Department, or any private property including buildings, paving, roads, fences, walls or grounds contiguous to the premises of the Department, the Contractor will be required to repair, in a perfect and workmanlike manner, all damage to the approval of the Engineer.

- 10.3. The cost of making good such damage, will be met by the Contractor as this must be covered by the Contractor's works insurance.

11. DAILY RAINFALL RECORDS

- 11.1. Submission of rainfall figures is required for the granting of permission of extending the contract period on the basis of inclement weather. If none are kept, or if the measured rainfall was not excessive, did not notably hinder the works, and/or did not deviate drastically in terms of the average number of rain days or total rainfall for the month for the area, the Department is under no obligation to grant extension of the completion period on the grounds of inclement weather.

- 11.2. Refer to GCC 5.12.1 (Extension of time for Practical Completion).

12. INSPECTION OF WORK

- 12.1. The Departmental representative may at all reasonable times have access to the site where work is being executed for inspection purposes.
- 12.2. The Engineering Representative may request that evidence of the quality or strength of any materials be supplied by the contractor wherever necessary.
- 12.3. The Engineer must inspect and approve all reinforcement and formwork/ shuttering if applicable, prior to pouring any concrete.

13. NOTICE OF COVERING WORK

- 13.1. The Contractor shall give due notice to the Engineering 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.
- 13.2. If any such work or materials are covered without such notice having been given, the work or materials shall be uncovered at the Contractor's expense on instructions given by the Engineering Representative.

14. SUB-CONTRACTED WORK

- 14.1. GCC 2015, Section 4.4 (Sub-contracting) will apply.
- 14.2. The contractor shall not sub-contract the entire contract.

15. INSURANCES

- 15.1 Refer to GCC 2015 section 8.6.1 (Insurances).
- 15.2 Before the commencement of any work, the Contractor is required to provide written proof of the following insurances for the project awarded to them:
- 15.1.1. Insurance against damage, destruction or loss to 50% of the value of the contract.
 - 15.2.2. Public Liability insurance.
 - 15.2.3. All risks (works) policy and Political.
- 15.3 The Contractor shall provide the Engineering Representative with proof that Insurance has been obtained for the contract period.

16. OCCUPATIONAL HEALTH AND SAFETY

- 16.1. Bidders (including those sub-contractors and/or suppliers who are preparing prices/quotations for submission to the main bidder) must ensure that they make adequate financial provision in their bids for full compliance with the *Occupational Health and Safety Act (85/1993): Construction Regulations, 2014*, as published in the *Government Gazette* of 7 February 2014, or later amendments thereto.

Financial provision shall therefore be made by each Bidder for, inter alia, the following:

- 16.1.1. Carrying out and documenting risk assessments of all work to be carried out under the contract.
- 16.1.2. Preparation of safe work procedures.
- 16.1.3. Preparation of an H&S plan, discussing it with the Department, and then amending it as agreed.
- 16.1.4. Preparation of a Project H&S File to include all requirements of Table 1 and Appendix 2A.
- 16.1.5. Contractor to complete the Contractors Health and Safety Declaration in Appendix 2A.
- 16.1.6. Regular updating of all of the above.

Table 1 – OHS Requirements and submission dates

PAM Item No.	Requirement	OHS Requirement	Submission Date
2.1	Notification of Intention to Commence Construction / Building Work	Complete Schedule 1 (Construction Regulations)	7 days before commencement on site
2.2	Assignment of Responsible Person to Supervise Construction Work	All relevant appointments, as per OHS Act and Construction Regulations.	7 days before commencement on site
2.3	Competence of Responsible Persons	Department Requirement & OHS Act	Together with H&S plan
2.4	Compensation of Occupational Injuries and Diseases Act (COIDA) 130 of 1993 (Certificate)	COIDA Requirement	Together with H&S plan
2.5	Health and Safety Organogram	Department Requirement	Together with H&S plan
2.6	Initial Hazard Identification and Risk Assessment based on the Department's assessment	Construction Regulations.	Together with H&S plan
2.7	Medical Certificate of Employees	Construction Regulations	Before commencement of construction.

- 16.1.7. Provision of medical certificates of employees.
- 16.1.8. Provision of PPE and protective clothing for employees.
- 16.1.9. Complying with all H&S requirements for the duration of the contract. In case of observed non-compliance the contractor will be requested to cease all work and take corrective action.
- 16.1.10. Provision of forced ventilation (as required when working in confined spaces).
- 16.1.11. The completion and checking of the safety file upon completion of the works and handing.
- 16.2. The bidder is to indicate in Appendix 2A – Tables 1.1 and 1.2 the bid amounts for the OHS related items.
- 16.3. To enable the Department to appraise the allowances that bidders have made for H&S in their bids, so that he/she can fulfil his/her obligations in terms of Clause 7 of the Construction Regulations, separate items (A.1.2.8 - Fixed) and A.2.2.6 - Time Related) have been included in the Bill of Quantities for Health and Safety.
- 16.4. Failure to submit realistic prices for the scheduled H&S items is likely to prejudice the bid.

The Principal Contractor and Sub-Contractors must submit proof of compliance with the OHS requirements table below with the construction phase H&S plan where applicable.

- 16.6. The successful bidder shall be required to submit the Contractor's Health and Safety Plan as required in terms of Regulation 7 of the Occupational Health and Safety Act 1993 Construction Regulations 2014.
- 16.7. The Contractor shall 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 Act.

17. QUANTITIES OF WORK

- 17.1. This is a re-measurement contract in terms of GCC 2015 – Definition 1.1.1.28 and Section 6.1.2 (Amendment 28). The Contractor shall receive payment only for the works actually executed and approved by the Engineering Representative.

18. PROGRESS PAYMENTS

- 18.1. For construction works, payment shall only be paid for claims that are commensurate with the works actually executed and complete.
- 18.2. Payment for construction items will only be made against the progress as pertaining to built/installed items. Movable construction items and materials on site are generally **excluded** from progress payments until they have been fully installed or fitted or built up.
- 18.3. No advances will be paid for deposits to be paid by the contractor to specialist supply companies, unless such has been explicitly agreed upon in writing by the Engineer before commencement of the works.
- 18.4. 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.
- 18.5. The Engineer may elect to use a payment schedule that apportions a weighting for the various work phases, in those cases where the actual pricing schedule is not available or lacks balance.
- 18.6. With generally one month between the issuing of payment certificates, and 2-4 weeks between the submission of the claim and payment, **the contractor must be able to carry about 6-8 weeks of expenditure** before he/she gets paid.
- 18.7. The contractor shall be paid in up to a **maximum of five (5) part payments**, not exceeding the number reflected on the official Order.
- 18.8. Part payments will be made after the Department has certified the progress per work phase, and after successful delivery and installation (if and when required) of supply items, all in accordance with the Clause 20 (Retention).
- 18.9. Work Phases/ BoQ line items do not have to be completed in their entirety in order to be included in a claim. An estimate will be made by the Engineering Representative of the degree of progress, expressed as a percentage, made with the work phase or line item. More than one work phase can be included in a claim.
- 18.10. Part payments will be made after the Engineering Representative has approved the work and will be made in accordance with the Retention clause (20).
- 18.11. The penultimate payment occurs after Works completion. The final payment will be made at Final (Approval) completion after the 6 months' liability period when the contractor has dealt with all defects, if any.

19 RETENTION MONEY

- 19.1. If no, or the wrong type of performance guarantee is submitted by the contractor, or if such a submission is in the wrong format or too late, a 10% retention will be automatically withheld on each of the payment certificates up to, but not including Practical completion. Refer to GCC (2015) 6.2.2. (Contractor failing to select or provide security).
- 19.2. In case a bank/insurance/performance guarantee was issued, the retention will be 5%.
- 19.3. The Department will pay out half of this retention, or 5% of the bid value as part of the second last payment at **practical completion** of the works. The remainder, viz 5%, will be paid out at towards the end of the defect liability period, 6 months after Completion of Works, the bidder having eliminated all defects, if any.

19.4 In some instances, the Employers Agent may decide to shorten this period order to allow all payments to be completed within the financial year. However, this is **not** a given and the Contractor will be notified if such would be the case.

19.5 GCC 2015 – Sections 6.10.3 (Retention Money) and 6.10.5 (Payment of Retention money) have reference.

20 DEFECT LIABILITY PERIOD

20.1 The defect liability period is **6 calendar months** calculated from the date of the issuing of the Works Completion Certificate.

20.2 The contractor shall unconditionally guarantee all materials, workmanship related to the works for that period. 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.

21 CONTINGENCIES

21.1 An amount of 10% of the subtotal for all materials, equipment and services has been set aside for Contingencies. This allowance will only be accessed for unforeseen additional expenditure not covered in the contract. **Payment of (part of) the Contingencies allocation is therefore not a given**, as the occurrence of limited, or even absence of any approved Contingencies will reduce the total amount paid out for this contract.

21.2 Written approval from the Engineering Representative for the use of the Contingencies allocation is required *before* any purchases can be made or any work is started from this allocation.

21.3 After the need for contingencies has been identified and approved by the Engineering Representative, the contractor will submit a quote for approval to the Engineering Representative for the contingency items and services agreed upon, and as much as possible rates and amounts for materials and services that were already covered in the original pricing schedule, will be used. Where these are not available, (the) supplier(s)' quotes is/are to be submitted with the Contractor's quote for the agreed upon contingencies.

21.4 The total costs of all contingencies shall not exceed the total of the Contingencies allocation for the project (10% of the net contract value before VAT), plus the possible savings made on other work items, unless official permission for a Variation Order has been granted before the additional work has been approved. The Engineering Representative will take a decision whether the additional work will be warranted, and will communicate that decision to the Contractor.

22 TIME FOR PRACTICAL COMPLETION & DUE COMPLETION TIME

22.1 The project has to reach practical completion within **three (3) months**, calculated from the date of the site handover.

22.2 The whole of the Works shall be completed within the Due Completion Date at Completion of Works, which in this case will be no later than **four (4) months** after the site hand over.

22.3 If the Works are delayed by any cause beyond the Contractor's control, 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.

22.4 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.

22.5 The date of completion will be extended only to the extent approved by the Department.

22.6 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 shall not be exceeded.

22.7 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.

22.8 Refer to the GCC 2015 Clause 5.14 (Completion) and the relevant clauses of sections:

2.2 Adverse physical conditions	5.5 Time for Practical Completion
2.3 Technical data	5.10 Delays attributable to the employer
2.4 Ambiguity and discrepancy	5.12 Extension of time for Practical Completion
4.8 Facilities for others	5.13 Penalty for Delay

23 COMPLETION OF THE WORKS

23.1 Work completion will be established over three stages:

24.1.1 Practical completion

This is defined as the stage when the works are found to be substantially complete and can be used for the purposes intended. This assessment will be solely made by the Engineer. When the Contractor thinks he has completed the works, an inspection will be made by the Engineer who will draw up a list of patent defects, commonly known as a "snag list", if any. *Patent defects* are defects that are visible or discoverable upon an ordinary and proper inspection.

24.1.2 Completion of Works

This stage will be reached after the Contractor has, to the sole assessment of the Engineer, fixed all defects listed on the snag list. It is at works completion that the Contractor will be paid out 50% of the retention money.

24.1.3 Final Approval completion

Final Completion occurs after expiry of the liability period, 6 months after Completion of Works.

24.2 Completion Certificates for Practical Completion, Completion of Works and Final Approval Completion will be issued by the Engineer after the respective construction phases have been completed.

24 PENALTY CLAUSE / FINES FOR LATE OR NON-COMPLETION

24.1 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.

24.2 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 Bid value.

24.3 The Department will deduct a penalty for late completion of **up to 0.05% of the contract value per working day delay**. This will be deducted from the retention.

24.4 Refer to GCC 2015 Section 5.13 (Penalty for delay).

25 BALANCING OF THE BID

25.1 In order to ensure that payments certified by the Employer's Agent are reasonably consistent with the market value of the work done, and that variations in quantities do not distort the contract valuation, the rates, prices and amounts tendered in the Bill of Quantities are required to be in balance.

25.2 A bid will be considered to be *out of balance* if:

25.2.1 The combined, extended total tendered for the Contractor's General Obligations (Preliminary & General):

- 25.2.1.1 Fixed Charge Preliminaries
- 25.2.1.2 Time-Related Preliminaries
- 25.2.1.3 Provisional Sums

Exceeds a maximum of 15 % of the contract value (excluding contingencies, contract price adjustment and VAT).

- 25.2.2 The rate, price or amount tendered for any other item, (taking into account the possible inclusion into the item of other costs factors for the item, like installation and transport), differs substantially from market-related price as determined for that item at around the closing date of the bid.
- 25.2.3 These adjustments in rectification will be such that increases are balanced by decreases, leaving the bid amount itself unchanged.
- 25.2.4 Adjustments to be made and agreed upon with the Employer within five (5) working days of having been given written notice by the Employer to make adjustments, failing which the bid may be cancelled.

APPOINTMENT OF A SERVICE PROVIDER FOR THE CONSTRUCTION OF A 400 BIRDS BROILER HOUSE ALETHWA PROJECT- AT MFOLOZANE ARE UNDER KING CETSHWAYO MFOLOZI LM

C | TERMS OF REFERENCE

1. BACKGROUND

- 1.1. Achieving and maintaining high levels of growth in the agricultural sector is a key national policy objective that holds a high priority in the programmes of the KwaZulu-Natal Department of Agriculture and Rural Development (herein after referred to as Department). The Department endeavours to contribute to economic growth within the agricultural sector and in the process promote commercialization in the smallholder farm sector, increase opportunities for skilled and relatively unskilled employment, and increase food security.
- 1.2. The Department therefore prioritized the need to assist (emerging) farmers with poultry houses, in this particular case for broiler production.

2. OBJECTIVES

- 2.1. To appoint a suitable Service Provider for the construction of broiler house;
- 2.2. To ensure the timely realization of cost effective poultry housing of good quality to resource-poor and emerging farmers.

3. SCOPE OF SERVICES

- 3.1. Clearing and levelling of the site.
- 3.2. Trenching and pouring of concrete for the strip foundation
- 3.3. Building of the walls from cement blocks
- 3.4. Installation of the poles for the open section
- 3.5. Filling and compacting of the floor base.
- 3.6. Casting & screeding of the concrete floor and casting of the aprons.
- 3.7. Installation of the roof structure (rafters, purlins and rafter braces for fascia board).
- 3.8. Installation of the corrugated roof sheets and insulation.
- 3.9. Installation of interior and exterior doors and door frames.
- 3.10. Installation of the timber frame for the weldmesh closures and of the weldmesh itself.
- 3.11. Installation of the PVC curtains, curtain envelopes and winch.
- 3.12. Plastering and painting of the inside of all walls inside the house.
- 3.13. Bagwashing of the outside of the building
- 3.14. Construction of 2 block tank stands.
- 3.15. Supply & installation of two 2500L water tanks.
- 3.16. Installation of gutter and downpipes.
- 3.17. Supply and installation of a 250L mixing tank
- 3.18. Supply & installation of 2 taps.
- 3.19. Supply of drinking and feed fountains.
- 3.20. Supply of consumables (saw dust, for bedding, and garden hose)
- 3.21. Installation of electrical reticulation and fixtures (wall socket & T8) and connecting of the broiler house to the grid,
- 3.22. Supply & installation of a gas brooder and gas cylinders.
- 3.23. Manufacturing of a steel cage for 2 gas cylinders

4. SITE LOCATION

- 4.1. The site is situated at Mfolozana Area under Mfolozi Local Municipality, North West of Mbonambi Town in the Umfolozi Local Municipality in the King Cetshwayo District Municipality, at app. 20 km northwest of Mbonambi Town and 20 km from Mbonambi Town.
- 4.2. Site Coordinates: DMS : 28°32'50" S & 32°00'23.1" E

D | SCOPE OF WORKS

1. GENERAL

- 1.1. Clearing and levelling of the site.

2. BROILER HOUSE PROPER

- 2.1. Trenching and pouring of concrete for the strip foundation.
- 2.2. Building of the walls from cement blocks.
- 2.3. Installation of a steel window frame and glazing.
- 2.4. Installation of the poles for the open section.
- 2.5. Filling and compacting of the floor base.
- 2.6. Casting & screeding of the concrete floor and casting of the aprons.
- 2.7. Installation of the roof structure (rafters, purlins and rafter braces for fascia board).
- 2.8. Installation of the corrugated roof sheets and insulation.
- 2.9. Installation of interior and exterior doors and door frames.
- 2.10. Installation of the timber frame for the weldmesh closures and of the weldmesh itself.
- 2.11. Installation of the PVC curtains, curtain envelopes and winch.
- 2.12. Plastering and painting of the inside of all walls inside the house.
- 2.13. Bagwashing of the outside of the building.
- 2.14. Electrical reticulation & lighting.
- 2.15. Connection of the broiler house to the power grid.

3. WATER TANKS

- 3.1. Construction of 2 block tank stands.
- 3.2. Supply & installation of two 2500L water tanks.
- 3.3. Installation of gutters and downpipes.
- 3.4. Supply and installation of a 250L mixing tank.

4. OTHER

- 4.1. Supply & installation of 2 taps.
- 4.2. Supply and installation of a 500 Watt booster pump to pump water from the outside 2500L tank into the inside 250L mixing tank.
- 4.3. Supply of drinking and feed founts.
- 4.4. Clearing up of the site and removal of waste and rubble.
- 4.5. Supply & installation of a gas brooder.
- 4.6. Manufacturing of a steel cage for 2 gas cylinders
- 4.7. Supply of saw dust & garden hose

1. PRELIMINARIES & GENERAL

The contractor is to note that all insurances (UIF, workmen's compensation, works, public liability etc.); site and equipment safety; site establishment and security; services (water and electricity); testing of materials and any specialist services are for the contractor's responsibility and attention throughout the contract duration until handover of the project. This item also includes Occupational Health & Safety Act requirements. The Department reserves the right to stop progress of the works in case of non-compliance until these conditions are complied with.

2. APPLICABLE STANDARDS: SPECIFICATIONS & MATERIALS

- 2.1. For the purpose of this Contract the relevant SANS 2001 Standards, and SANS 10120 Practice Codes shall apply. Where no new SANS 10120 Practice code is available, the old SABS 0120 code will apply.
- 2.2. The following (Part 2) Project Specifications sections shall in particular apply here:
- 2.2.1. SANS 10121 – 2 A : General
 - 2.2.2. SANS 10121 – 2 AA : Small Works,
 - 2.2.3. SANS 10121 – 2 C : Site Clearance)
 - 2.2.4. SANS 10121 – 2 DA : Earthworks (Small works)
 - 2.2.5. SANS 10121 – 2 DB : Earthworks (Pipe trenches)
 - 2.2.6. SANS 10121 – 2 GA : Concrete – (Small Works).
 - 2.2.7. SANS 10121 – 2 H : Structural Steel
 - 2.2.8. SANS 10121 – 2 HB : Cladding & Sheeting

3. APPLICABLE STANDARDS: MODEL PREAMBLES FOR TRADE (2008)

- 3.1. All materials to be SANS approved and installed to applicable standards specified by SANS, NBR, or the manufacturer. The Bid shall refer to "the Model Preambles for Trade" (2008 version), issued by the Association of South African Quantity Surveyors.
- This covers the following categories (items in *italics* in particular apply to this contract):

Model Preambles for Trade (2008) (MPT2008)	
A <i>General</i>	B Alterations
C <i>Earthworks</i>	D <i>Concrete, Formwork and Reinforcement</i>
E <i>Precast Concrete</i>	F <i>Masonry</i>
G <i>Waterproofing</i>	H <i>Roof Coverings etc</i>
I <i>Carpentry and Joinery</i>	J <i>Ceilings, Partitions and Access Flooring</i>
K <i>Floor Coverings, Wall Linings, etc</i>	L <i>Ironmongery</i>
M <i>Structural Steelwork</i>	N <i>Metalwork</i>
O <i>Plastering</i>	P <i>Tiling</i>
Q <i>Plumbing and Drainage</i>	R <i>Glazing</i>
S <i>Paintwork</i>	T <i>Paperhanging</i>
U <i>External Works</i>	

4. MATERIALS AND CONSTRUCTION

- 4.1. All materials must be newly purchased and conform to SABS specifications for the products. This includes all items such as bricks, blocks, brick reinforcement, damp proofing, lintels, glazing, plumbing and drainage, curtains, etc... All construction works must conform to the applicable standard specifications and installation requirements as per NBR requirements and manufacturers recommendations. All concrete works to conform to CNCI standards and recommendations.

5. CONCRETE MIXES

5.1. All required concrete to be ready mix delivered to site.

6. STANDARD PLASTER & MORTAR MIXES

6.1. The standard plaster mixes are as listed in Table 2:

TABLE 2: STANDARD PLASTER MIXES				
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

6.2. The standard mortar mixes are as listed in Table 3:

TABLE 3: STANDARD MORTAR MIXES				
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
This project	1 : 5	50	0-25	165

7. FINISHES TO IN-SITU CONCRETE

7.1. Class U1 - Ordinary Finish (Screeded)

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.

Application: finishes covered by backfill or concrete, footpaths, yards and driveways.

7.2. 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 or bull float. Floating shall be started as soon as the screed 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.

Application: as for U1 where a higher standard of finish is required. Floors to receive carpets with underlay or similar coverings, inverts of syphons, flumes, floors of canal structures, spillways outlet works and stilling basins. Surfaces which are intended for use by ambulant disabled or wheelchair-bound persons.

7.3. Class U3 - Trowelled

The concrete surface shall first be brought to a Class U1 ordinary finish. Then it is to be manually or mechanically steel trowelled after the concrete is sufficiently hardened, to prevent excess fine material and water being worked to the surface. This may be done in one or two stages depending on degree of smoothness required.

Application: Direct wearing floors such as in factories, warehouses and processing plants, floors to receive thin sheet coverings, carpet and similar coverings. Inverts of water, tunnels and tunnel spillways. Not generally used for pedestrian or vehicular traffic where a smooth finish should be dangerous in icy or wet conditions. Is not suitable even when dry, for surfaces which are intended for use by ambulant disabled or wheelchair-bound persons.

7.4. Class U4 - Machine Finish

The concrete surface shall first be brought to the standard Class U1 ordinary finish. Then it shall be screeded by a vibrating or oscillating screed or vibrating plate, or both, which may be supplemented by long handled metal, wooden, or rubber floats.

Application: this finish is used for durability where resistance to erosion and cavitation under action of high velocity water is especially required; and as firsts and second stage finishing for roads and airfield pavements prior to texturing with U5, U6 and U8 finishes.

7.5 Class U5 - Shallow Textured Finish (hard or soft broom)

After any of the first 4 finishes (U1-U4), a brush finish is then applied with a hard or soft bristled broom. "Brushing" shall be started soon after any of the first 4 finishes to produce a uniform patterned coarse surface finish with a rough surface texture in the desired drainage direction.

Application: Footpaths, yards, driveways, roads.

8. CONCRETE STRENGTH TESTING

8.1. Compressive strength testing

8.1.1. Two sets of two cubes (for 7 and 28 days testing) should be tested per batch for 7 and 28 days testing. Certified lab to conduct the tests and test results to be submitted before payments for concrete bases can be made.

8.1.2. If the strength of any specimen varies by more than 15 percent of average strength, the work of which the sample was taken will be rejected. The average of three specimens gives the crushing strength of concrete. Deviations of the crushing strength by more than 10% below the required strength (25 Mpa) will result in rejection of the bases of which the samples were taken. These will be destroyed and rebuilt. Careful referencing of samples will be required.

8.2. Cube test sampling & preparation

8.2.1. Mixing of the concrete

1. Mix the cement and fine aggregate on a water tight none-absorbent platform until the mixture is thoroughly blended and is of uniform color.
2. Add the coarse aggregate and mix with cement and fine aggregate until the coarse aggregate is uniformly distributed throughout the batch.
3. Add water and mix it until the concrete appears to be homogeneous and of the desired consistency.

8.2.2 Sampling of Cubes for Test

1. Clean the molds and apply oil.
2. Fill the concrete in the molds in layers approximately 5 cm thick.
3. Compact each layer with not less than 35 strokes per layer using a tamping rod (steel bar 16mm diameter and 60cm long, bullet pointed at lower end)
4. Level the top surface and smoothen it with a trowel.

8.2.3 Curing of Cubes

1. The test specimens are stored in moist air for 24 hours and after this period the specimens are marked and removed from the molds and kept submerged in clear fresh water until taken out prior to test.

9. SITE CLEARANCE

9.1. Applicable standards

SANS 2001 – Construction Works Part BS1: Site Clearance. SANS 2001 standard specifications are deemed to satisfy the provisions of SANS 10400 (The application of the National Building Regulations).

9.2. Cutting of trees

- 9.2.1. *Precautions.* The contractor shall take the necessary precautions to prevent injury to persons and animals and damage to structures and other private and public property. Where necessary, trees shall be cut in sections from the top downwards.
- 9.2.2. *Branches overhanging boundaries.* The branches of trees to be left standing shall be so trimmed as not to encroach upon the space (of height at least 7m) vertically above any carriageway, railway formation, or other designated area.
- 9.2.3. *Preservation of trees.* No tree shall be cut down until the engineer has given written authorization for such work to commence.

9.3. Clearing

- 9.3.1. *Clearing shall consist of:*
 - 9.3.1.1. The removal of all trees, rubbish, fences, and all other material that may interfere with the construction of the work.
 - 9.3.1.2. The disposal of all material resulting from clearing.
 - 9.3.1.3. The removal of rocks and boulders of size up to 0.15m³ that are lying on the surface to be cleared or exposed during the clearing operations.
 - 9.3.1.4. Where fences have to be taken down, sorting, coiling, and stacking of the material.
 - 9.3.1.5. The removal and stacking of other reusable materials as scheduled.
- 9.3.2. *Haulage.* The moving of a certain amount soil or gravel may be inherent in or unavoidable during the process of clearing. No extra payment will be made for the removal such soil or gravel.
- 9.3.3. *Re-clearing of vegetation.* If during the contract period vegetation should again grow on any portion of the site, borrow areas, or the areas that have been cleared in accordance with the specification, the Engineering Representative may, if considers it necessary, order that such area be re-cleared. Such re-clearing shall include the removal and disposal of grass, shrubs, and other vegetation, as in the first clearing operation.
- 9.3.4. The site, including an area extending to at least 3 meters beyond the actual building or, if fencing forms part of the scope of works, up to the fencing perimeter, must be cleared and stripped of all plant materials, roots and topsoil prior to site levelling. The cleared and stripped material is to be stockpiled away from the construction site and is to be levelled / replaced once all construction is complete.

9.4. Grubbing

- 9.4.1. Stumps and roots larger than 75mm in diameter shall be removed to a depth of at least 600mm below the finished level and at least 100mm below the original ground level. Where the area has to be compacted, all stumps and roots including matted roots shall be removed to a depth of at least 200mm below the cleared surface.
- 9.4.2. Except in borrow areas, cavities resulting from grubbing shall be backfilled with approved material and compacted to a density at least equal to that of the surrounding ground.

9.5. Conservation of topsoil

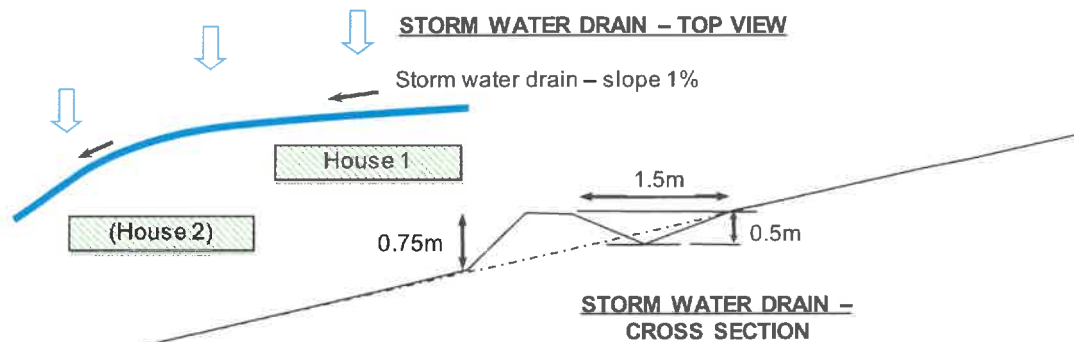
- 9.5.1. The terms of Sub-clause 5.2.2 of SANS 1200DA: 1988 shall apply.

9.6. Other general works specifications

- 9.6.1. Leveling: the site is to be levelled prior to any construction. This includes excavation of in situ material to provide the pit.
- 9.6.2. Backfilling: Materials excavated and suitable for backfilling will be placed in even, thin layers and compacted with thickness applicable to the compaction method/machinery used but not exceeding 150mm.

- 9.6.3 Compaction: compaction of the site shall take place at optimum moisture content (OMC) to a maximum dry density of at least 95% of Mod. AASHTO. The Contractor shall arrange independent compaction testing, before the floor slabs are cast. Four (4) distributed places per site shall be tested, once off, after completion of the compaction of the floor base. (test results are to be provided). The floor is to be inspected prior to the pouring of any concrete.
- 9.6.4 Run off protection: a storm water cut off drain 50m long may be dug above the shed(s) diverting runoff away from the house(s). This, however, is optional and whether or not this will be required will be explained at the site briefing and reflected in the BoQ.

Figure 1: Storm water drain (optional)



- 9.6.5 Site demarcation. The corner points and other crucial points of the development must be pegged out by the contractor and will be checked by a Engineering representative before actual works can begin.
- 9.6.6 Surplus material. Surplus material will be retained by the department and should any surplus material be taken by the contractor, or any material not be supplied, payment will be made based on what has been actually used/put in (to) the scheme. All material must be checked by a departmental representative prior to installation.
- 9.6.7 Soil heaps resulting from the leveling/clearing process must be leveled before the contractor leaves the site.

SECTION F | PROJECT PARTICULAR SPECIFICATIONS

1 | GENERAL

- .1 Orientation: The longitudinal axis of the building shall be placed in an east-west direction with the higher side of the mono pitch roof facing north, unless the prevailing wind would be from that direction, in which case the building may be turned up to 45 degrees.
- .2 Spacing between 2 units on all sides: 20 metres (applicable only if more than 1 house is built).

2 | FOUNDATIONS

- .1 Shed: Trench depth is 500mm for walls and 700mm for poles. Concrete strength is 20 MPa/19mm, or a 1 : 2.5 (sand) : 3.5 (stone) mix. Dimensions for strip foundations are 600 x 250mm. First 1.5 courses of blocks are underground. Strip foundations to extend under doorstep. Pole bases are 400 x 400 x 600mm.
- .2 Tank stands (2x): Concrete strength is 20 MPa/19mm Trench depth is 350mm with same foundations as shed. Only 1st course is under ground. See Drawing RDN/2014/02/NUR.

3 | FLOORS

- .1 Sub-Base: The backfill of soil (200mm min) under the floor slab is to be well and uniformly compacted to minimum 95% Mod AASHTO – Contractor to supply test results proving compaction results – Departmental Engineer to be notified of test and observe test procedures. Backfilling & soil compaction to SABS 1200 DA (3.2; 5.2.3.2). The floors are to be on a levelled base and well compacted. The base, running under a 1% slope, is to be inspected prior to laying of the damp proofing or pouring of any concrete. Sub base to run under a 1% slope.
- .2 Pest control: soil poisoning is to be applied under floor by reputable pest control specialists (registered with the Department of Agriculture and members of the pest control association). Certification is to be provided.
- .3 Damp proof USB sheeting (green or black, minimum 250 micron thickness) is required throughout the structure. It is to be laid on the compacted sub-base and ending on top of 2nd row above strip foundation 100mm.
- .4 Reinforcement: No mesh or other reinforcement steel are required.
- .5 Floor:
 - (1) Finished floor level must be 150-250mm above ground level ;
 - (2) Class C concrete and surface finishes as per drawing (min U2): $\geq 25\text{MPa}/19\text{mm}$, 1:2:3 mix, slump to SABS 1200GA (5.4.1.2). Contractor to take cubes and have concrete strength tested in a lab. Two cubes per pouring session.
 - (3) The floor and aprons are to be 100mm thick with a class U2 finish. The surface slab of the floor should run under a 1% slope. Apron slope 5%. An inspection is required just before pouring of the concrete.
- .6 Screed: a 25 mm screed (mix 1:4 river sand) is to be applied within five to seven days after pouring of the concrete in such a way that water can be drained at the back of the structure. Screed must be shaped in such a way that the inside door can open freely.
- .7 Curing: The floor panels (4.0 x 3.0m) are to be properly cured for a minimum period of seven days by keeping moist and covered over this time or by applying a concrete curing compound (applied as per manufacturer's specifications). The curing compound is to be applied after the floating process.
- .8 Apron: A concrete apron is to be constructed around the entire structure 750mm wide. The slab will be 100mm thick and slope away (5%) from the building. Concrete strength is 20 MPa/19mm.

4 | TIMBER STRUCTURE: POLES

- 1 Poles to be CCA treated Ø 100-125mm, 3.90m long in front and 3.30m at the back. All rafter-poles connections to cross at right angles and to be joined with Ø 15mm threaded steel bars (handibars) cut to size. Use hexagonal nuts and washers (min. 2mm thick).
- .2 Purlins to be joined longitudinally with hurricane clips to rafter beams on every cross point.
- .3 Rafter to be placed against posts fixed with 250mm x 15mm threaded bar per pole. The rafters are further supported by heat treated (Class H2) 50 x 152 mm support beams.
- .4 Poles to be spaced 1.50m (center to center) apart in concrete bases (300mm x 300mm x 600mm), 1:2½:3½ mix (15MPa/19mm) with Class U1 surface finish to be used for all concrete bases:. Bases must be free draining (no concrete footing for the bottom 50mm of the pole).

5 | ROOFING: SHEETING & INSULATION

- .1 The roof pitch is 10 degrees (17% - see drawings). Roof sheets have an overhang of 150mm on the sides, 400mm in front and 350mm at the rear.
- .2 Roof to be made of grade 10.5 full hard corrugated galvanized iron sheets 5700 x 840 x 0.5mm (eff. width 0.762m), or grade 8.5 with effective width of 610mm. Corrugated galvanized sheeting is to be fixed to purlins with self-tapping roofing bolts (minimum 4 per sheet per purlin), hook bolts or equivalent, both as roofing and as cladding. Alternatively sheets of 3.00m can be used with 300mm overlap.
- .3 Purlins to be fastened to rafters with hurricane clips. 2 x 4 nails per clip.
- .4 All purlins to be fastened to the walls on both sides with 8 gauge wire running under third row of blocks from the top.
- .5 Polyethylene and aluminium foil roof insulation 4mm minimum to adhere to SABS 1381 standards. Use double sided Alucushion or equivalent.
- .6 Foil to be fitted between roof sheets and purlins supported by 2.5mm binding wire, 1 line in between 2 purlins, 8 lines in total.

6 | ROOFING: TIMBER

- .1 All roofing timber to be TBTO treated and SABS approved.
- .2 Rafters are 150 x 52mm heated SA pine. Tie beams for gutters, curtains and weld mesh are 38 x 114mm. Longitudinal (cross) support beams are 150 x 52mm.

7 | ROOFING: GUTTER AND FASCIA BOARDS

- .1 The roof shall be fitted with 125mm Marley rectangular guttering (use metal brackets), and 90-100 mm plastic down pipes for water collection into the supply tanks.
- .2 Gutter brackets to be mounted on 3000 x 300 x 10mm fascia boards which must be connected with fascia joiners or jointing plates.
- .3 Drill fixing holes to attach fascia boards to rafters to avoid breakage (Do not use hammer drills and masonry bits) and use two screws per rafter.
- .4 Supporting timber (i.e. 38 x 114mm pine beam) must be fixed against the rafters in front and at the back of the house as attachment points for the fascia boards. Use truss hangers to attach fascia boards attachment planks onto rafters
- .5 300 x 10mm fibre cement/Nutec fascia boards on the sides of the building to be fitted on 38 x 114mm tie beams which in turn are joined against the purlin ends with nails and hurricane clips as indicated on the drawing (2 per connection).
- .6 Gaps between weld mesh top and roof to be closed with fibre cement or uPVC fascia boards. See also 12).

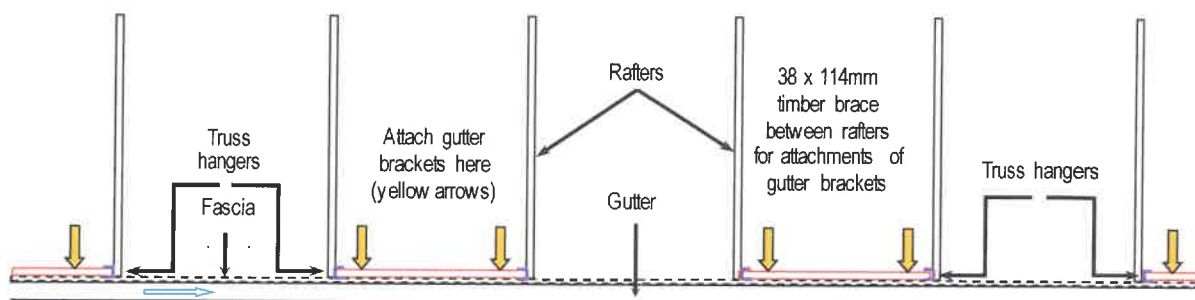


Figure 2: Roof structure 400 birds unit (Top view)

8 | WALLS

- .1 Brickforce to be used every second row of blocks. SABS damp proof course is required at the base course above the floor slab level throughout.
- .2 Wall heights front and back: 4 courses of which 1.5 underground; Wall top 500mm above floor level.
- .3 Blocks must be SABS approved. Use only SANS M150 blocks. The mortar is to be a 1:4 cement-building sand (not river sand) mix. Cement is to be Portland cement and must be used fresh.
- .4 There shall be no gaps in the partition wall between the store room and broiler area.
- .5 Inside of all walls of the broiler area to be plastered with rich mix (1:4), plaster thickness 10-15mm, and painted with 1 coat of plaster primer followed by 2 coats of Superior exterior PVA paint (white). Outside of walls to be bag washed.
- .6 Three holes to be spared out in the wall at the back of the house on each side to fit 50mm diameter 200mm long PVC pipe outlets at just below top screed level. Pipes to run under a 5% slope. Close off at outside with chicken mesh.
- .7 An inspection is required before the plastering of the walls.
- .8 Wall tops against roof sheeting to be neatly finished off. Use steel float.

9 | WELDMESH

- .1 1200/1800 x 25 x 25 x 1.6mm weld mesh sheets to be attached horizontally against beams and poles by means of 32mm staples. *No chicken mesh may be used.*
- .2 Mesh to run up to roof height..
- .3 Fasten mesh against beams and poles with 25mm staples at 200mm intervals.
- .4 Overlap between weld mesh sheets 50mm.
- .5 Bind overlapping sheets together with binding wire/clips at 500 mm intervals.

10 | DOORS

- .1 Standard size doors (813 x 2032 x 40mm) and frames (44 x 60mm) to be made of meranti. Eight panel doors.
- .2 Doors to be preserved by application of 3 coats of varnish applied 24 hours apart (1st coat 25% diluted, second one 10% diluted).
- .3 Doors must be fitted in such a way that they are swinging open freely and can be closed and locked

without jarring of the doors in their frames or of the locks in their houses.

4 **Locksets:**

- (1) External doors to be equipped with mortise Gower or Radius euro profile cylinder lock sets (NO lever type lockset);
- (2) Internal doors with 3-4 lever locksets (Union, Yale or equivalent);

- 5 Three brass hinges per door of the ball bearing butt type. See figure below. Dimensions: H=100mm, W = 75mm T = 3mm, outer diameter of cylinder minimum 7mm.

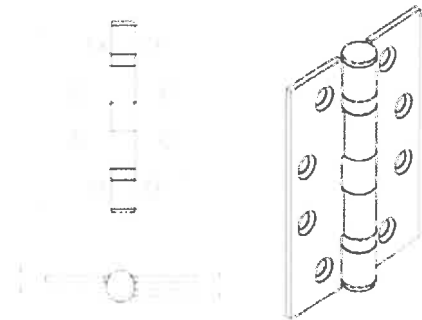


Figure 3: Ball bearing butt hinges

11 | CURTAINS

Please note:

Curtains to be installed by the supplier. If on inspection the curtains are found to be poorly installed, the contractor will be instructed to replace them by properly installed ones at his/her own costs.

- 1 The drop-down curtain configuration requires a winch and pulley system that uses various pieces of hardware to construct. Please note that the below figure explains the principles of the curtain's (the actual unit has 4 poles and not just 3) and is not to scale.
- 2 A manual Hand Winch and Winch Mounting Brackets are used to raise and lower the curtain. The cable is connected to the winch with a cable keeper. It is then run up and over the top of the curtain where the counterweight is hung. The counterweight will keep tension on the cable. It is tied off with one thimble and two cable clamps. The cable is threaded through the two corner cable pulley.
- 3 Use steel galvanized cable 1/8" in diameter and 7 x 19 for strength and flexibility. The length of cable required is equal to the length of your curtain plus four curtain widths (height). An additional pulley is required on which to hang the counterweight. The counterweight needs to be at least two curtain widths from the corner pulley to be able to open your curtain fully.
- 4 Below are some of the items used for the curtains.

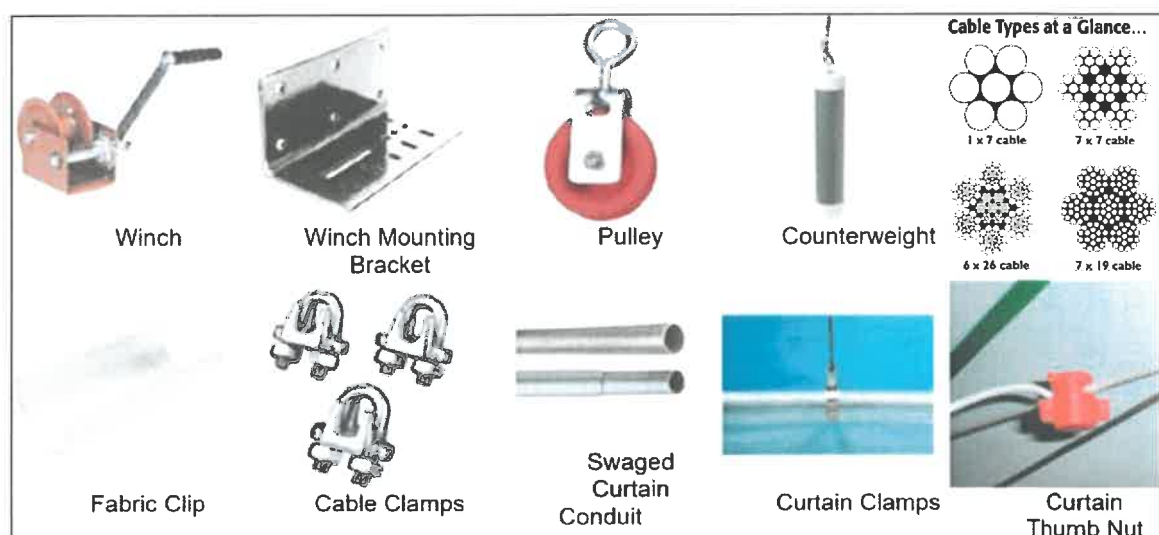
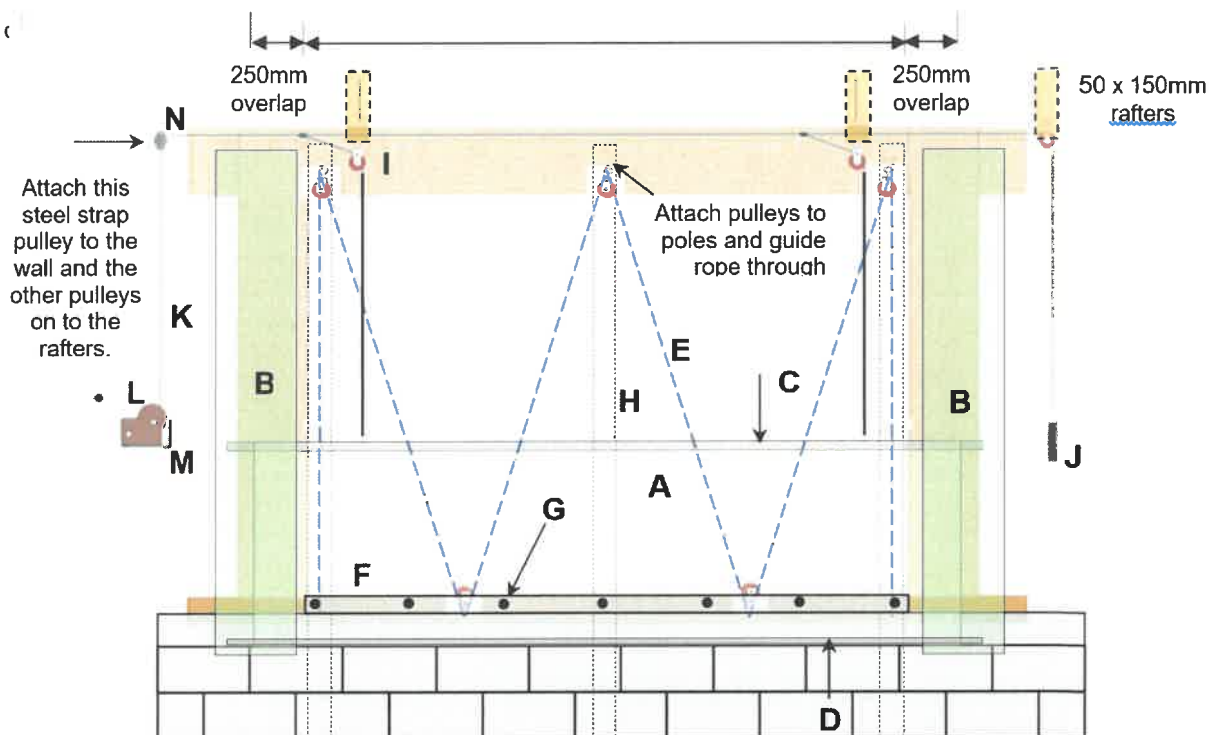


Figure 4 : Some of the main items used for the PVC curtains

- .5 Use hoist up type curtains made of 550 g/m² green or blue PVC. Dimensions of opening front: 4.60m (L) x 2.30m. Dimensions at rear: 4.60 x 1.90m. Use 0.75m x 2.80m (front) 0.75 x 2.40m (rear) side envelopes of the same material to prevent billowing. The height of the curtain material should be 200mm higher than the openings to allow 100mm for a large hem (big enough to accommodate a 1.66" OD (40mm) swaged curtain conduit) and 100mm for overlap. The length of the finished curtain: 4.60m (width opening) plus 400mm to engage the curtain pockets, total 5.00m. Envelopes to be fastened to wall with screws + washers at 500mm intervals.

Figure 5: PVC curtain installation details



KEY

- A. PVC curtain 550g/m². Dimensions curtain front: 5.00 x 2.40m; rear 5.000 x 2.00m.
- B. PVC curtain envelopes (one on each side, 4 in total). Dimensions front: 0.75 x 2.80m. Rear: 0.75 x 2.30m. Attach to wall with self-tapping screws + washers (rubberized)
- C. Swaged curtain conduit: galvanized steel pipe with 3" long swage, 40mm (1.5"-1.6") OD;
- D. Swaged curtain conduit: galvanized steel 25 - 30mm (1-1.25") OD,
- E. Anti-billowing nylon rope to prevent the curtain from swaying;
- F. 38 x 114mm beam to which the weld mesh and curtain are fastened;
- G. Copper eyelet fitted into curtain fabric + Self Drilling Stainless Steel Tek Screw #12 x 1 1/2" with neo -bonded galvanized washers; Distance between fastenings: 0.4 – 0.5m.
- H. 125-150mm CCA treated poles;
- I. 2" Nylon Pulley w/ Swivel Eye; use for steel hoisting cables AND nylon anti-billowing ropes.
- J. Counterweight 1.5 - 2kg.
- K. 7 x 19 type galvanized steel cable, 1/8" in diameter.
- L. Hand Winch 600 lb (Fulton or equivalent).SAE standard J1853 minimum.
- M. Winch Angle Mounting Bracket for 600lbs hand winch, gauge 0.315" (8mm).
- N. Primary 2-1/2" steel strap pulleys. Must be 15cm at least higher than highest curtain position.

- .6 Attachment of the curtain shall be via screw type nails and washers hammered into the 38 x 114mm tie beam just above the walls at 400mm intervals .
- .7 Only **swaged** galvanized steel curtain conduits to be used.
- .8 Place fabric clips are placed over the inserted conduit every meter length to prevent the conduit from spinning within the hem.
- .9 Use 3/16" diameter Poly Rope on the exterior of the installation to prevent the billowing of the curtain. The rope is woven in a zig-zag pattern through pulleys spaced at 1.6m intervals. The rope should be pulled firmly and tied to the conduit at the bottom of the curtain.

12 | TANK STANDS

- .1 Dimensions of the 2 tank stands 2.00 x 1.90 x 0.5m. Two courses plus the slab (500mm) will be above ground.
- .2 Tanks to be placed on either side of building or on one side, as long as proper drainage of the water from the gutter is secured.
- .3 Three courses of M150 blocks on 600 x200mm 15 MPa strip foundation.
- .4 Tanks secured to stand with 4 twisted double strands of straining wire connected to 4 Y10 steel stirrups (length: 0.5m each) cast in floor concrete. Strands to be loosely strained.
- .5 Connection with gutter with two 90mm diam. downpipe bends and one 90mm diameter straight PVC piece, glued with PVC cement after inspection of connection.
- .6 The 2 tanks can be placed on either or both sides of the shed (see drawing). If the 2 tanks are built on one side of the shed they should be connected in such a way that the overflow of the first tank would run into the second tank.

13 | FENCING

- .1 Use 1.2m high mesh fencing with verticals maximum 150mm apart. (Bonnox or similar).
- .2 Creosoted poles of 2.4m length (100-125mm), to be placed in 700mm deep augered holes. All corner poles in free draining (no concrete under pole) concrete (15Mpa/19mm) base. Concrete base dimensions: 300 x 300 x 600mm. Use 2.4m long poles 125-150mm in corners and for gate.
- .3 Posts to be placed 3.00m apart.
- .4 Use 32mm wire staples (5 per pole) to affix fence to pole.
- .5 Straining wires to be of 3.15mm thickness. 4 straining wires in total to be fixed unto the poles: 3 to cover the mesh fence height, 1 for the razor wire). At least three binding wire connections per wire between poles. Straining wire to be properly strained.
- .6 Three strands of double stranded barbed wire coils to run above fence properly fixed to poles and to the top of the weld mesh. Total height of fence: 1.70m
- .7 Entry gate in fence at front of shed to be 3.6 x 1.8m, pipe tubing 40mm x 2mm.
Gate poles to be of 2.4 m length with concrete foot 300 x 300 x 600mm. With regards to locking a combination of a hardened chain and padlock of the makes mentioned under 12) can be used as well.
- .8 Corner posts will have double boxes with 1200mm braces. Gate post will have single boxes on each side.

14 | BROODER HEATERS

The broiler unit(s) will be equipped with electrical heaters if electricity is available, or with gas heaters, if this is not the case. In the case of electrical heaters those items in the BoQ pertaining to gas heaters should be ignored. Likewise, in the case of gas heating, BoQ items for electrical heaters should not be costed.

14a | EQUIPMENT: ELECTRICAL HEATERS *(Not applicable for this contract)*

- .1 Four (3) heat lamps with dimmer for 150 chicks each: stainless steel and aluminium construction with low maintenance air filter and bulb guard.
- .2 Aluminium shade, lamp holder, suspension chain and 2-3m flexible cable with moulded plug.
- .3 Lamps must be supplied and fitted with 250W dull emitter bulbs.

14b | EQUIPMENT: GAS BROODERS

- .1 Stainless steel gas brooders for 400 chicks (Solway, Gasolec A8 or Alke 41, or equivalent).
 - .2 Adjustable heat - 2000 -10000 BTU with stainless steel (non-ceramic) burner.
 - .3 Must be supplied with 2 x 48kg propane gas bottles,
 - .4 Include 5m gas hose and adjustable gas regulator (20-300mB);
 - .5 Gas bottle to be placed in steel cage with lockable door outside the building. Frame to be bolted into the wall. Dimensions: 1000mm (L) x 500mm (W) x 1500mm (H).
-

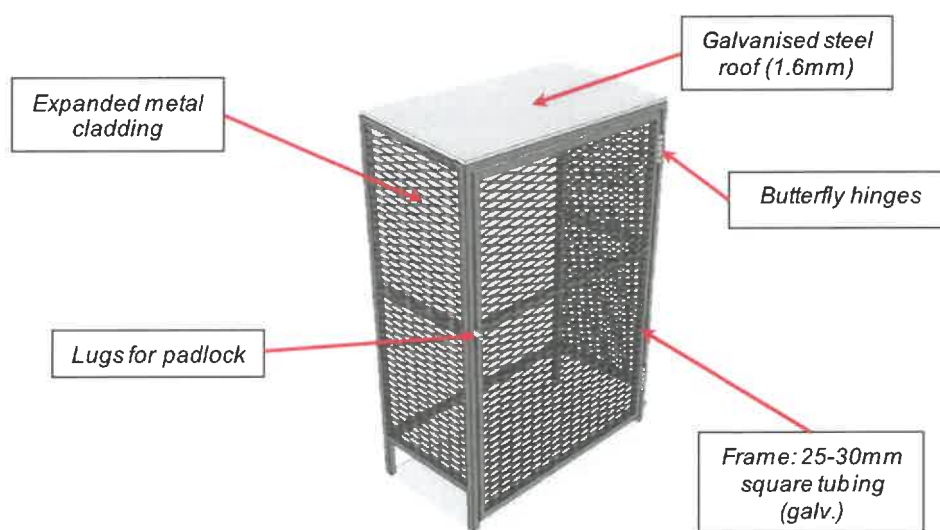


Figure 6: Expanded metal cage for 2 x 48kg gas cylinders

15 | FLUORESCENT/LED TUBE LAMPS (T8)

- .1 All electrical work (connection to the grid, installation of the lamps and switches) to be sub-contracted to a licensed electrician. An electrical certificate is to be submitted.
- .2 All work to comply to the relevant SANS Standards for Electrical Installations:
 - SANS 60614 Specification for conduits for electrical installations.
 - SANS 60884 Plugs and socket-outlets for household and similar purposes
 - SANS 61084 Cable trunking and ducting systems for electrical installations
 - SANS 61035 Specification for conduit fittings for electrical installationsand other relevant standards.
- .3 Connection to the grid is only to be made from a legal connection which has not been tampered with and which has a sealed and working meter measuring consumption.

- .4 A double light switch wall unit, each switch operating 2 fixtures, is to be firmly fixed in the storage room onto the wall next to the opening of the internal door.
- .5 A 10 Amp circuit breaker shall be installed at the main switch where the extension to the broiler units takes off. In the case of more than one broiler unit additional circuit breakers of appropriate capacity shall be installed at every second last unit. Alternatively a bigger capacity circuit breaker at the take off point can be used. The choice of the capacity of the circuit breaker and between one or more, higher capacity circuit breakers is to the discretion of the electrician.
- .6 Use three T8 fluorescent fixtures (2 in broiler area and one in storage section), holding 2 x 1.2m long 25W tubes of 25mm diameter, each with electro-magnetic ballast, or LED equivalents to that, mounted in weatherproof fibre glass or plastic housing with a continuous gasket between the lens and fixture. Fixture should have clips to hold the lens on, or be appropriately sealed, on in order to prevent bam air from getting into the fixture and polluting the tubes.
- .7 Each unit to have 6 tubes (= 3 fixtures) in total = 250W.

16 | VENTILATED IMPROVED PIT LATRINE *(Not applicable for this contract)*

- .1 To be of the ventilated improved pit latrine type.
- .2 Must be at least 5m away from unit.
- .3 Design, BoQ and specs as indicated on drawing RDN/2010/01/TOI (See Annexure E).

G | LIST OF APPENDICES

APPENDIX #	DESCRIPTION	PAGES
01	BoQ/ PRICING SCHEDULE – RETURNABLE	32 - 41
02A	CONTRACTOR'S HEALTH AND SAFETY DECLARATION RETURNABLE	42 - 43
02B	PRO FORMA OHS AGREEMENT NOT RETURNABLE	44 - 46
3	LOCALITY PLAN	47
4	LIST OF DRAWINGS	48
	DR01 – DR05 DRAWINGS	49 - 53

APPENDIX 1

BOQ/ PRICING SCHEDULE FOR THE CONSTRUCTION OF A 400 BIRDS BROILER HOUSE (MFOLOZI LM)

NOTES

1. **Supervision costs** are included under P&G's, Time-related item A.2.2.5
 2. All quantities provided in the pricing schedule are calculated approximations provided as a first estimate to assist the bidder with his/her pricing. However, the onus is on the contractor to verify the figures before commencement of the works.
 3. Contingencies and Provisional Sums are for the Project and not the Service provider. **Therefore the use of the Contingencies and Provisional sum allocation is not a given and no payment will be made from this allocation for work that has not been approved by the engineer and duly completed.**
 4. Exclude VAT in your line item pricing.
 5. Totals per page to be transferred to Summary of Sections page (7) for total quote.
 6. Payment will only be considered for those items listed in the BoQ against which **actual expenditure** was incurred.
 7. Payment of Time Related P&G's will be pro-rata the progress made and not as per the time elapsed since commencement of the works.
 8. In case any items of the BoQ have been priced in such a manner that they lack realism, they will be balanced against other items that are deemed to be underquoted for at the start of the contract.
 9. The total of all P&G's excluding Provisional Sums, Contingencies and VAT should not exceed 15% of the Contract Value.
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-

ITEM #	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
A	BILL NO. 1 - PRELIMINARIES				
A.1	FIXED-CHARGE ITEMS ¹				
	Contractual Requirements				
A.1.1	The sum shall cover the Contractor's initial costs of providing sureties, insurance of the Works and plant, third party or public liability insurance and unemployment insurance	Sum	1	=====	R
A.1.2	Establishment of Facilities on the Site :				
	Facilities for Contractor				
	The sum for this item in shall cover the cost of providing, establishing and commissioning of the Site facilities for the Contractor's staff. These facilities should be adequately equipped to allow the work to commence and to proceed to completion as required in terms of the contract.				
A.1.2.1	a) Offices and storage sheds	Sum	1	=====	R
A.1.2.2	e) Ablution and latrine facilities	Sum	1	=====	R
	f) Plants, tools and equipment				
A.1.2.3	Designated tools & equipment or tools & equipment for designated operations or plant for use during stated period. Applicable only to specifically identified tools and equipment.	Sum	1	=====	R
A.1.2.4	g) Water supplies, electric power and communications	Sum	1	=====	R
	h) Removal of Contractor's Site establishment on completion				
A.1.2.6	The sum shall cover the cost of the demolition on and the removal from the surface of the Site of all items established in terms of A.1.2, and shall provide for the making good and the restoring of the Site to the satisfaction of the Engineering Representative.	Sum	1	=====	R
A.1.2.7	Clean up site and removal of building rubble etc. off-site upon completion of project	Sum	===	=====	R
	OHS COMPLIANCE				
	All costs and obligations to comply with the OHS Act Construction Regulations				
A.1.2.8	See Appendix 2A (Contractors Health & Safety Declaration) and SCC Clause 17.1 - 17.8 (Occupational Health & Safety)	Sum	1	=====	R
	> Insert the Total here for Fixed Items from Appendix 2A, Table 1.1.				
Sub-Total Page 1 > Carry Forward To Summary Page Summary Page >					R

¹ Amounts or parts thereof will only be paid out if actual approved expenditure has occurred. <<<

ITEM #	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
A	BILL NO. 1 - PRELIMINARIES				
A.2	TIME-RELATED ITEMS ¹				
A.2.1	Contractual Requirements The sum shall cover the Contractor's initial costs of providing sureties, insurance of the Works and plant, third party or public liability insurance and unemployment insurance.	Month	4		R
A.2.2	Establishment of Facilities on the Site : Facilities for Contractor The sum for this item in shall cover the cost of providing, establishing and commissioning of the Site facilities for the Contractor's staff. These facilities should be adequately equipped to allow the work to commence and to proceed to completion as required in terms of the contract.				
A.2.2.1	a) Offices and storage sheds	Month	4		R
A.2.2.2	e) Ablution and latrine facilities	Month	4		R
A.2.2.3	f) Plants, tools and equipment Designated tools & equipment or tools & equipment for designated operations or plant for use during stated period. Applicable only to specifically identified tools and equipment.	Month	4		R
A.2.2.4	g) Water supplies, electric power and communications	Month	4		R
A.2.2.5	Other time-related obligations <u>including site Supervision</u>	Month	4		R
	OHS COMPLIANCE All costs and obligations to comply with the OHS Act Construction Regulations				
A.2.2.6	See Appendix 2A (Contractors Health & Safety Declaration) and SCC Clause 17.1-17.8 (Occupational Health & Safety) > Insert the Total here for Time Related Items from Appendix 2A, Table 1.2.	Sum	1	=====	R

Sub-Total Page 2 > Carry Forward To Summary Page Summary Page >	R
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¹ Amounts or parts thereof will only be paid out if actual approved expenditure has occurred.

ITEM #	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
A	BILL NO. 1 - PRELIMINARIES (CTD)				
A.3	SUMS STATED PROVISIONALLY BY ENGINEER				
A.4	Day Works General (Small Works) – <i>Please note: These rates will only apply for additional, un-scoped contingency work, <u>not</u> to works that are scoped in this BoQ.</i>				
A.4.1	<u>Labour (rates per person per day)</u>				
A.4.1.1	Skilled	Rate	1	R	Rate Only
A.4.1.2	Semi-Skilled	Rate	1	R	Rate Only
A.4.1.3	Un-Skilled	Rate	1	R	Rate Only
A.4.2	<u>Plant (rates per plant item per hour all-in, including fuel, operator and delivery to site)</u>				
A.4.2.1	4X4 TLB	Rate	1	R	Rate Only
A.4.2.2	Water Tank	Rate	1	R	Rate Only
A.4.2.3	Front End Loader	Rate	1	R	Rate Only
A.4.2.4	Bob Cat	Rate	1	R	Rate Only
A.4.2.5	Tipper Truck: 6m ³	Rate	1	R	Rate Only
A.4.2.6	Vibrating (Mini) Roller	Rate	1	R	Rate Only
A.4.2.7	Plate Compactor	Rate	1	R	Rate Only
A.4.2.8	Poke Vibrator and Drive	Rate	1	R	Rate Only
A.4.2.9	Impact Rammer (Wacker)	Rate	1	R	Rate Only
Sub-Total Page 3 > Transfer To Summary Page >>					

¹ *Amounts or parts thereof will only be paid out if actual approved and proven expenditure has occurred. <<<

ITEM	DESCRIPTION OF ITEM	UNIT	QTY	RATE	AMOUNT
B	CLEARING AND GRUBBING				
1	Removal of all vegetation, waste and debris from site (18 x 12m)	m ²	300		
C	EARTHWORKS				
1	Removal of topsoil 100mm for stockpile & replacement where required.	m ³	30		
2	Site levelling over the entire site	m ²	300		
3	Excavation of the trench for the strip foundation (600mm x 500mm)	m ³	9,5		
4	Excavation for trenches tank stands	m ³	3,5		
5	Restricted backfill (95% Mod AASHTO) around the walls	m ³	4,3		
6	Selected fill for floor base - compact to 95% ModAASHto	m ³	9		
7	*E/O for rock (must be verified & approved by the Engineer <i>before</i> claim)	m ³	1		RATE ONLY
8	Excavation of a storm water drain (SWD) as per PSS 5.6 (only if applicable), plus compaction of the cut as embankment below the drain.	Sum	1		RATE ONLY
9	Application of pest control soil poisoning by recognized pest control expert	Sum	1		
10	River sand as sub base for tank stand slab (BF=1.05)	m ³	1,1		
11	River sand for tank stand slab base)	m ³	0,5		
D	CONCRETE, FORM WORK & REINFORCEMENT				
	<i>The testing of the 7 day and 28 days concrete strength is mandatory and should be included in the concrete rates.</i>				
1	30 MPa/19mm concrete (ready mix or mechanically mixed) for the tank stand slab. Class U3 finish	m ³	0,8		
2	25 MPa/19mm concrete (ready mix or mechanically mixed) for the floor. Class U3 finish	m ³	3,7		
3	20 Mpa/19mm concrete for the aprons. Class U2 finish	m ³	2,3		
4	20 MPa/19mm concrete for pole bases – 8 bases of 300 x 300 x 600mm. See also STC 12.3.	m ³	0,4		
5	20 Mpa/19mm concrete for the strip foundation (house)	m ³	3,8		
6	20 Mpa/19mm concrete for the strip foundation (tankstands)	m ³	1,7		
7	Y 8 reinforcement bar (for anchoring of holding wire for tanks)	m	6,0		
8	Shutterply (20mm) for tankstand slabs	m ²	4,3		
F	MASONRY				
1	M150 blocks (SABS) Include mortar. App. 900 blocks incl B&C (house)	m ²	67,2		
2	M150 blocks (SABS) Incl. mortar. App. 110 blocks incl B&C (tank stands)	m ²	8,8		
3	Brick force (Galvanised)(150mm x 2.8mm) (House - every second course)	m	163		
4	Brick force (Galvanised)(150mm x 2.8mm) (Tank stands- every course)	m	32		
5	250 x 200mm airbricks	No.	4		
Sub-Total Page 4 > Transfer To Summary Page >>					

ITEM	DESCRIPTION OF ITEM	UNIT	QTY	RATE	AMOUNT
G	WATERPROOFING				
1	Under Surface Bed (USB) Type C250 Micron plastic sheeting (Black or Green): roll 3 x 30m SABS approved. Under floor and aprons	m ²	59		
2	250 Micron plastic sheeting for damp proof course 225mm wide	m	30		
H	ROOF COVERINGS				
1	Grade 10.5 or 8.5 full hard chromodeck corrugated iron roofsheets, 0.5mm thick), 3.00m long. Overlap 300mm head to head and 1.5 rib sideways. App. 12 or 15 sheets (grade 10.5 and 8.5 respectively) if sheets are exactly 5.70m long, or 24 sheets (30 sheets for grade 8.5) if they are 3.00m long and installed with 300mm overlap.	m ²	52		
2	Fibre cement/ Nutec fascia boards (3000 x 300 x 10mm) at ends of rafters	m	30		
3	Fascia board joiners or jointer plates	No.	6		
4	Polyethylene & aluminium foil roof insulation 4mm (SABS 1381) Doublesided Alucushion or eq	m ²	37		
I	CARPENTRY & JOINERY				
1	Heat-treated (Class H2 (min) SA pine rafters 50 x 150mm. (For rafters & rafter support)	m	58		
2	Heat-treated (Class H2 (min) SA pine wall plate 38 x 114mm (connecting 2 rafters - See PPS 7.4 & 7.5, Fig 2, & on top of low wall for curtain)	m	20		
3	Heat-treated (Class H2 (min) SA pine purlins 50 x 75mm	m	56		
4	Meranti framed (8 panel) door 2032 x 813 x 40mm thick.	No.	2		
5	Meranti doorframe ex44 x 60mm	No.	2		
L	IRON MONGERY				
1	Locks, latches & associated furniture for doors				
1.1	Ball bearing galvanized steel butt hinges 100 x 75 x 7 (min) x 3.0mm + 5mm screws	No.	6		
1.2	Gower or Radius euro profile cylinder lock set	No.	1		
1.3	Locksets - 3 or 4 lever	No.	1		
2	Padlocks				
2.1	Solid Brass or zinc padlock, + chain.	No.	1		
3	Hurricane Clips and truss hangers				
3.1	Standard galvanized hurricane clips	No.	150		
3.2	Truss hanger 90 x 38 x 1.2mm (at rafter ends on 6 of the 7 rafters to hold connecting timber fascia support brace)	No.	12		
Sub-Total Page 5 > Transfer To Summary Page >>					

ITEM	DESCRIPTION OF ITEM	UNIT	QTY	RATE	AMOUNT
L	IRON MONGERY (CTD)				
4	Fasteners				
4.1	Nuts, screws, bolts & washers (fully galvanised)				
4.1.1	15mm diam galv steel handibar (thread bar) in 1m lengths	No.	2		
4.1.2	Hexagonal nuts 15mm, zinc plated. (for threaded bar)	No.	16		
4.1.3	Washers 15 x 45 x 1.5mm (for threaded bar)	No.	16		
4.1.4	Roofing screws 65mm with bonded washers. 100/box	No.	2		
4.1.5	Self-Drilling Tek Screws #12x1-1/2" Zinc (for curtains)	No.	20		
4.1.6	1" Neo Bonded Galvanized Washers. Packet of 100 (Curtain)	No.	20		
4.2	Nails & staples				
4.2.1	75mm wire nails for purlins/rafters	kg	1,5		
4.2.2	32mm galv. steel staples for fastening of weldmesh and hinge joint fencing	kg	2		
N	METAL WORKS				
1	Windows and doors made of rolled mild steel sections				
1.1	G4 Cottage frame steel window 1511 x 359mm	No.	1		
2	Mild steel metal cages				
2.1	Expanded metal cage for 2 x 48kg gas cylinders (galvanised). Mild steel 25mm square tubing with expanded metal closures welded onto it. With lugs for pad lock Dimensions: 1000mm (L) x 500mm (W) x 1500mm (H). Cage to be placed outside on the bird area side of the building.the building and bolted against the wall	Sum	1		
O	PLASTERING				
1	Plastering of all interior surfaces of the broiler house	m ²	60		
2	Bagwashing of the outside of the building	m ²	50		
3	Bagwashing of the outside of the tankstands	m ²	7,2		
Q	PLUMBING & DRAINAGE				
1	Supply & install vertical water tank polypropylene with black anti algae lining 2200-2500 L. Connect tanks with 50mm PVC pipe to allow for communicating water levels.	No.	2		
2	High density plastic on/off ball valve plus fittings to fit on tank	No.	2		
3	Supply of a 250L plastic mixing tank	No.	1		
4	Steel stand for 250L tank (500 x 500 x 600mm) Angle iron table with steel sheet welded, on angle iron legs	No.	1		
5	Marley pipe D-shaped double bottom PVC gutter 100-125mm. Include joints & end caps	m	9		
6	Brackets and for Marley gutters	No.	10		
7	90mm diam. downpipe bend to tank	No.	2		
8	90mm PVC pipe straight	m	4		
9	Supply & installation of a 20mm brass tap outside & inside the building	No.	2		
10	Polycop piping (25mm) to connect the tanks to the taps, plus all fittings	m	10		
11	Supply and installation of a 0.55kW booster pump (F=50-100L/min @ H = 10m) to pump water from the outside tanks to the inside mixing tank. Include all fittings.	Sum	1		
12	Supply and install 3 x 250mm long x 50mm PVC drainage pipes in the low walls at floor level at back of the house to drain water from bird area.	Sum	1		
Sub-Total Page 6 > Transfer To Summary Page >>					

ITEM	DESCRIPTION OF ITEM	UNIT	QTY	RATE	AMOUNT
S	PAINTWORK				
1	Plaster primer x 1 coat 6m ² /l coverage. Tin of 5L	Litres	10		
2	Superior exterior PVA paint (white) x 2 coats. Cover 8m ² /L.	Litres	15		
3	Exterior wood varnish (Light oak)/ wood sealer for doors. Varnish: three coats, of which first two 25% and 10% diluted respectively.	Litres	3		
U	EXTERNAL WORKS				
1	Steel mesh & wire (Closures)				
1.1	Weldmesh fencing 1200mm x 25mm x 25mm x 2.0mm	m ²	21		
1.2	4mm dia straining wire (5kg roll = 80m app)	roll	1		
1.3	1.25mm binding wire (56m/roll of 500g)(For insulation)	roll	1		
1.4	HT steel wire 2.0mm, galv. (Holding wire for tanks)	m	40		
2	External curtains for closures				
2.1	Green/ Blue PVC Tarpaulin curtains 550 g/m ² ,	m ²	25		
2.2	Green/ Blue PVC Tarpaulin curtain side envelopes 550 g/m ² , 750mm wide	m ²	6		
2.3	Swaged curtain conduit: galv. steel 25-30mm (1-1.25") OD.	m	10		
2.4	Swaged curtain conduit: galv. steel 40-45mm (1.66"OD)	m	10		
2.5	Black Polypropylene Rope - 5mm diam - roll of 100 m	No.	1		
2.6	Curtain & Winch Counterweight 1.5-2.0kg	No.	2		
2.7	Fabric Clip for 1.66" OD Pipe	No.	10		
2.8	2"Nylon Pulley w/swivel Eye (curtain)	No.	10		
2.9	Primary 2-1/2" steel strap pulleys (curtain)	No.	4		
2.10	Galv. aircraft cable 3.2mm (1/8") thick. Type 7x19 OR 4.8mm 3/16" thick. (Curtain)	m	30		
2.11	Galvanized Cable Clamp 3/16" (curtain)	No.	10		
2.12	Hand Winch 600 lb (Fulton or equivalent). SAE standard J1853. (curtain)	No.	2		
2.13	Winch Angle Mounting Bracket for 600lbs hand winch, gauge 0.315" (8mm) (Curtain)	No.	2		
3	Heat treated (Class H2) tapered poles				
3,1	3.90m x 100-125mm Ø (house)	No.	4		
3,2	3.30m x 100-125mm Ø (house)	No.	4		
3,3	2.40m x 100-125mm Ø (Fencing)	No.	32		
Sub-Total Page 7 > Transfer To Summary Page >>					

ITEM	DESCRIPTION OF ITEM	UNIT	QTY	RATE	AMOUNT
U	EXTERNAL WORKS (CTD)				
4	Fencing materials				
	<i>Costs for the installation of the fencing, as well as transport of materials: to be included in the materials line items</i>				
4.1	Galvanized barbed wire (fully galv.). 1.6mm diameter High Tensile double strand	m	180		
4.2	2.40m Standard Creosote Poles. 100 - 125mmØ > Pressure treated, SABS approved	No.	36		
4.3	Hinged Joint Fence, 1.20m high > Fully galvanised. (eg. Veldspan/Bonnox/or equivalent) > Vertical wire apertures:150mm. Wire thickness: 2.15mm (horizontal AND vertical). Top and bottom lines 2.8mm. 100m rolls	m	60		
4.4	Galvanized Wire Staples 25mm x 2.5mm. 1kg packs	No.	1		
4.5	8 ga straining wire, 4mm diam, 5kg(50m) rolls. Fully Galv.	No.	4		
4.6	14ga binding wire, 2.0mm diam, 5kg (130m) roll. Fully Galv.	No.	1		
4.7	32.5N NPC Cement for concrete & soilcrete footings. Packets of 50 kg	No.	11		
4.8	32.5N NPC Cement for soilcrete. Packets of 50 kg	No.	4		
4.9	River Sand	m ³	1		
4.10	Stone 13mm	m ³	1		
5	Gas heater				
5.1	Supply & installation of a adjustable heat (2000-10000 BTU) aluminium poultry gas heater(s) for 400 chicks	Sum	1		
5.2	20-300mB HP Regulator + 5m Gas Hose and Clamps	Sum	1		
5.3	Supply of 2 x 48kg LPG cylinders (full), and installation of one of them	Sum	1		
6	Electrical				
	<i>A 10 Ampere connection will be required for a 2kW load capacity.</i>				
6.1	Supply & installation of three (3) T8 fluorescent fixtures - 2 in broiler area and 1 in storage area - holding 2 x 1.2m long 25W tubes of 25mm dia-meter (or LED equivalents), mounted in weatherproof fibre glass or plastic housing with a continuous gasket between the lens & fixture. With clips.	Sum	1		
6.2	Supply and installation of a 8 way flush DB with 10A circuit breaker in the storage area, with one point for the lights and one for the socket.	Sum	1		
6.3	Supply and installation of 2.5mm ² electrical black coated underground cabling running inside of plastic conduits. Length app. 100m	Sum	1		
6.4	Supply & installation of weatherproof single wall socket in the storage area	Sum	1		
6.5	Certificate of Completion for the electrical installation	Sum	1		
6.6	Supply & install on roof 500 Lumen bulk head light with solar panel (6V min. 6Watt) plus battery	No.	2		
7	Miscellaneous Supply only				
7.1	4 L water founts suitable for 1-day chicks for broilers	No.	8		
7.2	4 L water founts suitable for older broilers	No.	8		
7.3	3kg tube feeders with anti waste/scratch ring suitable for 1-day chicks	No.	8		
7.4	3kg tube feeders with anti waste/scratch ring for older broilers	No.	8		
7.5	Flexible Masonite board 300mm x 3mm for broilers	m	9		
7.6	Max/Min Push button Thermometer	No.	1		
Sub-Total Page 8 >> Forward to Summary of Sections Page >>					

BOQ/PRICING SCHEDULE		
CONSTRUCTION OF A 400 BIRDS BROILER HOUSE		
SUMMARY		
PAGE	DESCRIPTION	SUBTOTAL
1	PRELIMINARY & GENERAL – PAGE 1	
2	PRELIMINARY & GENERAL – PAGE 2	
3	PRELIMINARY & GENERAL – PAGE 3	
ST1	SUBTOTAL P&G'S PAGE 1 + 2 +3	
	>> Check: ST1 (P&G excl. Provisional Sums) / ST3 (Total excl. VAT). Should not exceed 15%. <<	
4	CLEARING/ GRUBBING/ EARTHWORKS/ CONCRETE/ MASONRY.	
5	WATERPROOFING/ ROOFCOVERINGS/ CARPENTRY & JOINERY/ IRON MONGERY	
6	IRON MONGERY/ METAL WORKS / PLASTERING/ PLUMBING & DRAINAGE	
7	PAINT WORK/ EXTERNAL WORKS	
8	EXTERNAL WORKS	
ST2	SUBTOTAL PAGES 4 - 6	
ST3	TOTAL LINE ALL SECTIONS (ST1 + ST2)	
	CONTINGENCIES 10% OF SUBTOTAL ST3	
	TOTAL EX VAT	
	15% VAT (ONLY IF BIDDER IS A VAT VENDOR)	
	GRAND TOTAL	

APPENDIX 2A - CONTRACTOR'S HEALTH & SAFETY DECLARATION

TO BE COMPLETED BY ALL BIDDERS

Contractor's Health and Safety Declaration

In terms of Clause 5(1)(h) of the OHSA 1993 Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Department is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHSA 1993 Construction Regulations 2014.

To that effect a person duly authorised by the bidder must complete and sign the declaration hereafter in detail.

Declaration by Bidder

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2014.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Department's Health and Safety Specifications.
3. Tables below to be completed by bidder. Contractor to transfer the Totals to **P&G's Items A.1.2.8 and A.2.2.10** for the Fixed Charge and Time Related P&G's respectively. Only items against which actual expenditure has occurred will be paid for.

TABLE 1: COST OF SAFETY EQUIPMENT & OTHER COSTS RELATED TO OHS COMPLIANCE (FIXED CHARGE ITEMS)

COST ITEM DESCRIPTION	COST ALLOWED FOR IN BID
1 FIXED COSTS - Add items as per risk assessment	
1.1 PPE	
1.1.1 Hard hats	R
1.1.2 Safety boots	R
1.1.3	R
1.1.4	R
1.1.5	R
1.1.6	R
1.2 Preparation, discussing and amending of Health & Safety Plan, including risk assessment & quality assurance plan.	R
1.3 Compilation and updating of a Health & Safety file	R
1.4 Medical examination of staff and temporary workers (app.10 people)	R
1.6	R
1.7	R
<< SUBTOTAL CARRIED TO P&G'S ITEM A.1.2.8	R
2 TIME RELATED COSTS	
2.1 Implementation of the Health & Safety Plan	R
2.2 Construction Safety Officer	R
2.3 Training of staff and temporary workers	R
<< SUBTOTAL CARRIED TO P&G'S ITEM A.2.2.6	R

4. I hereby confirm that adequate provision has been made in my tendered rates and prices in the Bill of Quantities to cover the cost of all resources, actions, training and all health and safety measures

envisaged in the OHSA 1993 Construction Regulations 2014, including the cost of the specific items listed in the tables hereafter.

5. I hereby undertake, if my bid is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 7(1)(a) of the Construction Regulations, which plan shall be subject to approval by the Department.
6. I confirm that copies of my company's approved Health and Safety Plan, the Department's Safety Specifications as well as the OHSA 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Department's personnel, the Employers Agent, visitors, and officials and inspectors of the Department of Labour.
7. I hereby confirm that, I will be liable for any penalties that may be applied by the Department in terms of the said Regulations (Regulation 33) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.
8. I agree that my failure to complete and execute this declaration to the satisfaction of the Department will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2014, and accept that my bid will be prejudiced and may be rejected at the discretion of the Department.

SIGNATURE OF BIDDER **DATE.....**

(of person authorised to sign on behalf of the Bidder)

PRO FORMA OHS AGREEMENT

To Be Completed By Appointed Contractor Only

**AGREEMENT IN TERMS OF SECTION 37(2) OF THE
OCCUPATIONAL HEALTH AND SAFETY ACT NO. 85 OF 1993**

THIS AGREEMENT is made between The Province of KwaZulu-Natal represented by the Head of
Department: Department of Agriculture & Rural Development
(hereinafter called the EMPLOYER) of the one part, herein represented by:

.....
in his/her capacity as:

AND:

.....
(Hereinafter called the CONTRACTOR) of the other part, herein represented by:

.....
in his/her capacity as:

duly authorised to sign on behalf of the Contractor.

WHEREAS the CONTRACTOR is the Mandatory of the EMPLOYER in consequence of an agreement between the CONTRACTOR and the EMPLOYER in respect of:

CONSTRUCTION OF A 400 BIRDS BROILER HOUSE IN MFOLOZI LM)

for the implementation of the works as per the Scope of Works and Specifications and Conditions provided in the contract documentation;

AND WHEREAS the EMPLOYER and the CONTRACTOR have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by the Occupational Health and Safety Amendment Act No 181 of 1993 (hereinafter referred to as the ACT);

NOW THEREFORE the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and

Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the EMPLOYER'S AGENT from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.

4. The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps the EMPLOYER may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at or and on behalf of the **EMPLOYER**

on this the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

Thus signed at for and on behalf of the **CONTRACTOR**

on this the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

APPENDIX 3 | LOCALITY PLAN OF PROPOSED ALETHWA 400 BIRDS BROILER PROJECT SITE



Construction of a 400 birds broiler house at Mfolozane Area- Alethwa Project at Mfolozi LM

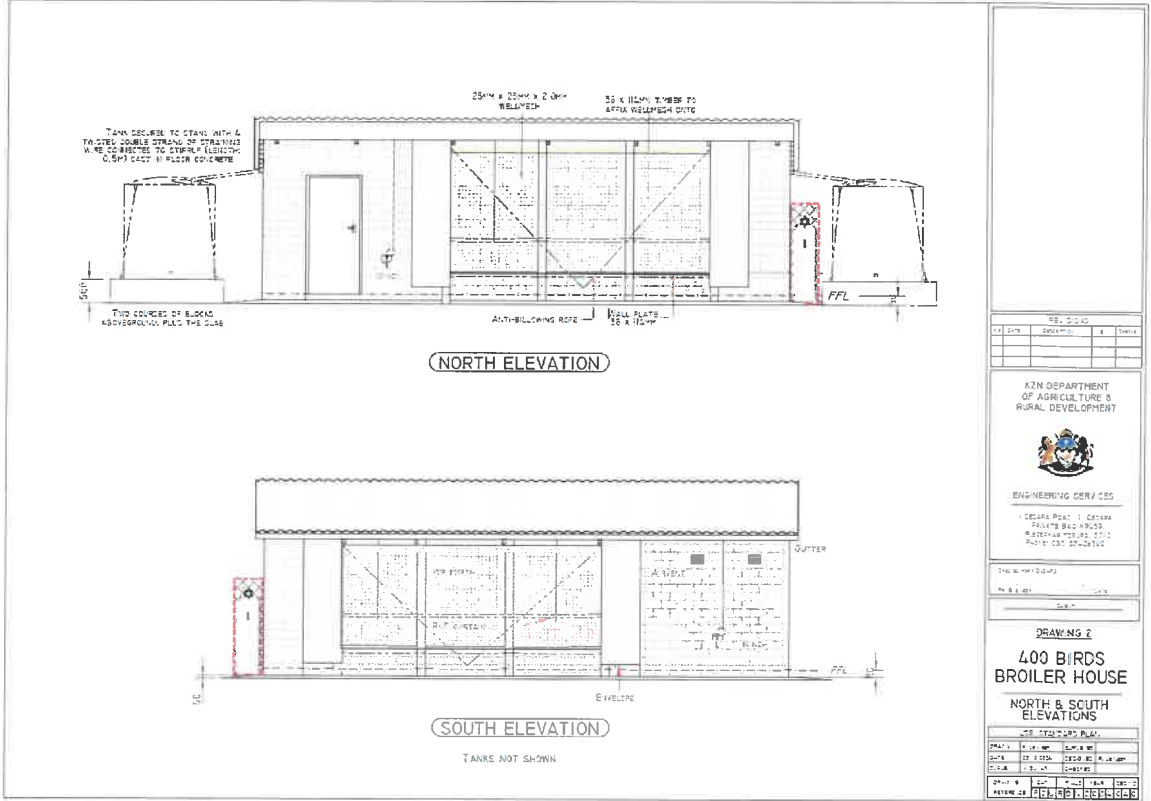
LIST OF DRAWINGS			
Drawing #	Reference No.	Title	Page
Drawing 1	POU/RDN/2024/038	400 BIRDS BROILER HOUSE - PLAN	51
Drawing 2	POU/RDN/2024/038	400 BIRDS BROILER HOUSE – NORTH & SOUTH ELEVATIONS	52
Drawing 3	POU/RDN/2024/038	400 BIRDS BROILER HOUSE – EAST & WEST ELEVATIONS & CROSS SECTION	53
Drawing 4	POU/RDN/2024/038	400 BIRDS BROILER HOUSE – ROOF STRUCTURE & ELECTRICAL	54
Drawing 5	TAN/RDN/2025/024	TANK STAND FOR 2200/2500/500L WATER TANKS	55

broiler house for 400 birds - plan



drawing 2

broiler house for 400 birds – north & south elevations

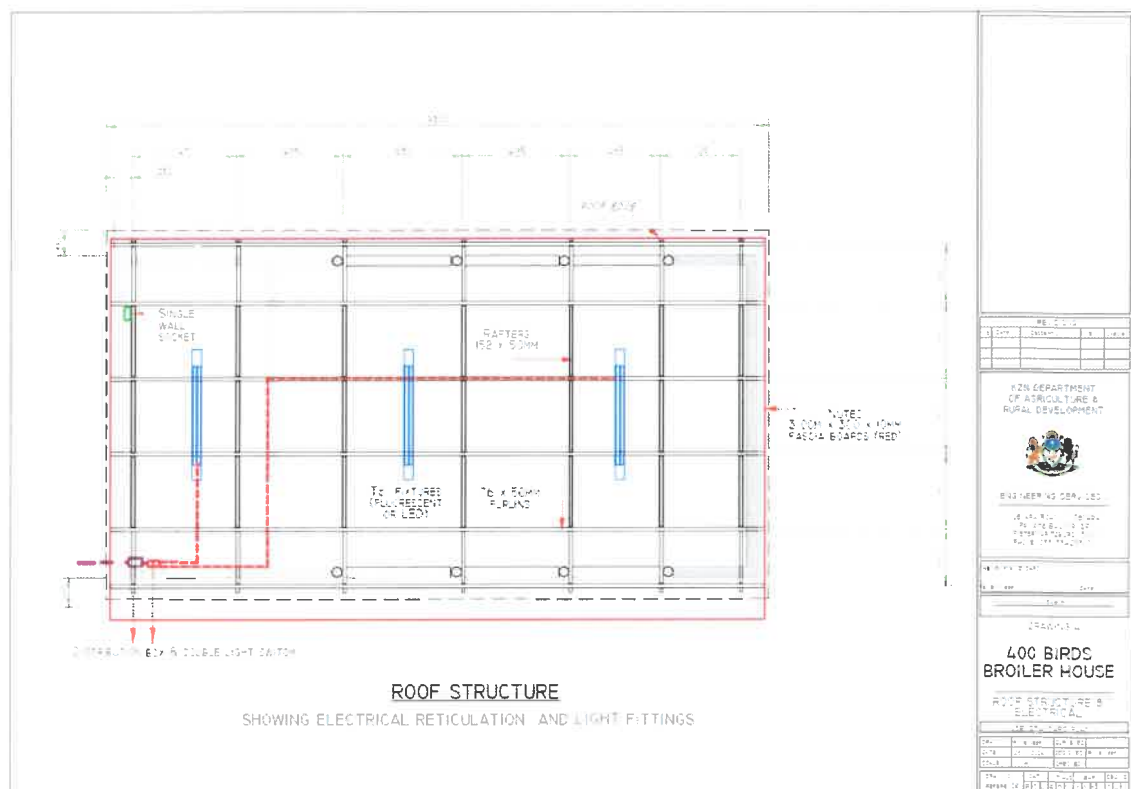


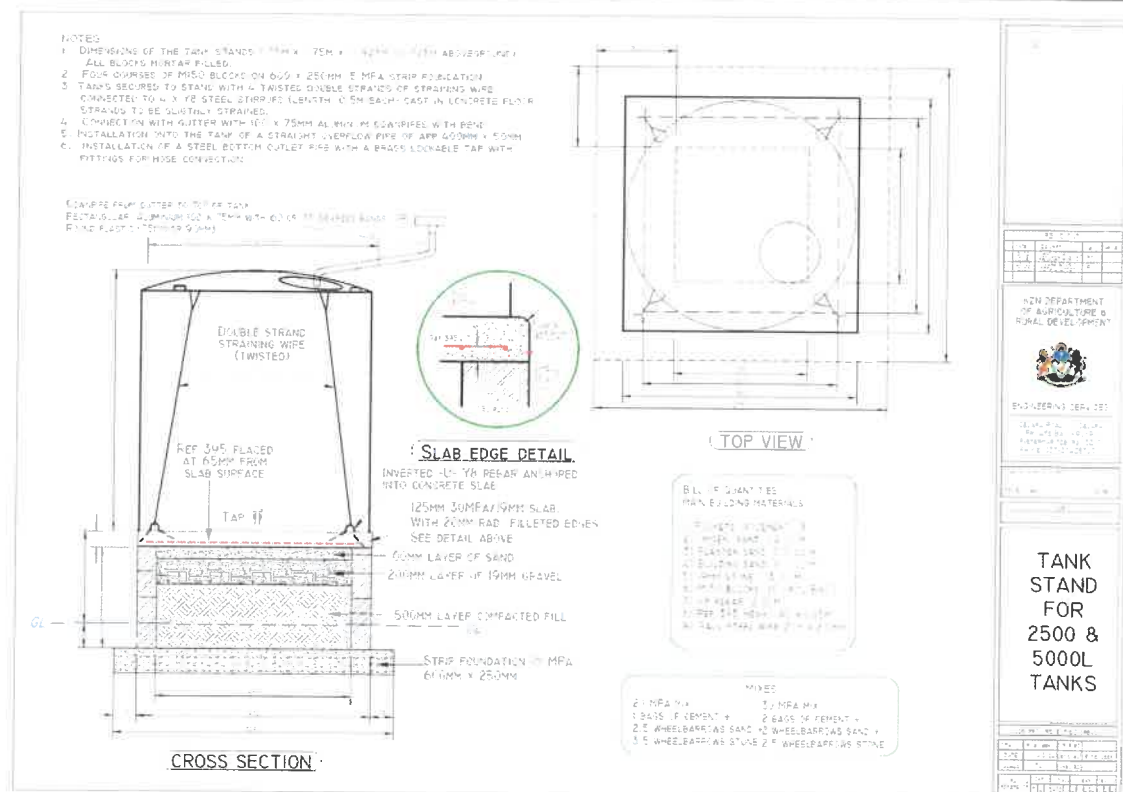
drawing 3

broiler house for 400 birds – east & west elevation & cross section



drawing 4 broiler house for 400 birds – roof structure & electrical elevation & cross section





**APPOINTMENT OF A SERVICE PROVIDER FOR THE ERECTION OF A 1.2M HINGE JOINT FENCE WITH THREE STRANDS OF BARBED WIRE FOR ITHABULETHU PROJECT AT MBAZWANE - UMHLABUYALINGANA LM – UMKHANYAKUDE DM****KWAZULU-NATAL PROVINCE**AGRICULTURE AND RURAL DEVELOPMENT
REPUBLIC OF SOUTH AFRICA**November 2024**

TABLE OF CONTENTS PROJECT TECHNICAL SECTION			
No.	Section	Pages	Returnable section?
1	Table of Contents	1	NO
2	A General Notes & Disclaimer	2	NO
3	B1 Special Conditions of Contract - 2015 SAICE General Conditions of Contract as amended	3 - 7	NO
4	B2 Special Conditions of Contract - Additional	8 - 15	NO
5	C Terms of Reference	16	NO
6	D Scope of Works	17	NO
7	E Standard Technical Specifications	18 - 21	NO
8	F Project Particular Specifications	22 - 24	NO
9	F APPENDICES	25 - 42	
8	APPENDIX 1: PRICING DATA	25 - 32	YES
9	APPENDIX 2A Contractor's Health & Safety Declaration	33- 34	YES
	APPENDIX 2B Pro Forma OHS Agreement	35 - 37	NO
10	APPENDIX 3 Locality Map	38	NO
11	APPENDIX 4 Drawings	39 - 41	NO



A | GENERAL NOTES AND DISCLAIMER

1 COMPLETENESS OF THE DOCUMENT

- 1.1 The information provided in this document is done in good faith. Information regarding subsurface conditions, materials on site and other site information supplied is for the contractor's convenience, as an indication of conditions likely to be encountered.
- 1.2 No responsibility will be accepted for, and there is no guarantee of the information being representative of the whole area of the works or materials.
- 1.3 The information provided will not be regarded as in any way limiting the Contractor's responsibilities. He/ She will be held to have satisfied him/herself of all conditions to be encountered on site and to allow accordingly in his/her tendered rates.

2 APPLICABLE STANDARDS

- 2.1 The South African Bureau of Standards, Standard Specifications for Civil Engineering Construction (SABS 1200) with particular reference to *SANS 10400 General principles and requirements, latest version* shall apply to this Contract together with additional amendments as set out herein.
- 2.2 The Contractor shall have available for reference on site at all times a full set of the above specifications, together with any other to which they refer.
- 2.3 These specifications shall remain the property of the Contractor but shall be made available to the Engineer whenever required throughout the duration of the Contract.

3 CONTRACT DOCUMENTS

- 3.1 This contract is governed by the conditions of the Special Conditions of Contract (Section B1 & B2) and must be read in conjunction with the referenced Drawings of Appendix 4
- 3.2 If the contractor has the impression that the information provided in the drawing(s) and the technical specifications/Schedule of quantities contradict each other or are perceived to be ambiguous, (s)he should point this out to the Engineer and ask for clarification at an early stage, but not later than before the commencement of any construction.
- 3.3 The same applies for purported differences between the technical specifications and schedule of quantities.

4 ERRORS

- 4.1 Whilst efforts have been made to ensure correctness of the document, especially regarding Technical Information; Bill of Quantities, formatting; numbering and referencing etc. the onus lies with the contractor and those utilizing this document to verify all information and to confirm such, especially during pricing.
- 4.2 In instances where works/items are referenced in the Technical Information but omitted in the Bill of Quantities, and the error is picked up before the job is awarded, an amended BoQ will be sent for pricing before closure of the bid/quote. If the error only comes to the light after award of the job, the omitted item(s) will be paid for from the Contingencies allocation, after a market related quote was submitted by the SP and approved by the Engineer, and installation of the item has taken place.



**APPOINTMENT OF A SERVICE PROVIDER FOR THE ERECTION OF A 1.2M
HINGE JOINT FENCE WITH THREE STRANDS OF BARBED WIRE FOR ITHABULETHU
PROJECT AT MBAZWANE - UMHLABUYALINGANA LM] – UMKHANYAKUDE DM]**

**B | SPECIAL CONDITIONS OF CONTRACT
Section 1: Amendments to GCC 2015 (3rd Edition)**

This contract will be governed by the General Conditions of Contract (CC 2015 - Third Edition), as per the amendments tabled below (Section B1), as well as by additional Special Conditions of Contract (SCC) (Section B2). If any of the GCC clauses were to contradict or differ from the SCC, the SCC one(s) will prevail.

**GENERAL CONDITIONS OF
CONTRACT AS PER GCC
2015 (III) AMENDMENTS**

**B1 | AMENDMENTS TO THE GCC 2015-THIRD EDITION CONDITIONS OF CONTRACT****(1)**

May 2024 version

#	SECTION	ACTION	CLAUSE	AMENDMENTS
1	1.2.1	Insert	1.2.1	Any written communication "(be it electronic or otherwise)) between the parties [...]" etc
2	1.2.1	Add	1.2.1.3	Extra sub-clause: "1.2.1.3 it can be established that any means of electronic written notification by email, short message service or otherwise, can reasonably be expected to have been received by the addressee."
3	2.2.4	Add	2.2.4.2	"In addition, the total of the additional works should not exceed the balance of the Contingencies or, if applicable, the approved Variation Order amount."
4	2.3	Add	2.3.2	The contractor is to provide an estimate of the costs of the additional work, if possible on the basis of his rates as per the Pricing data and/or quotes from suppliers. The costs shall not exceed the balance of the Contingencies allocation for the project, unless permission for a Variation Order has been granted before the additional work has been approved. The Employer's Agent will make a recommendation to the responsible manager who will subsequently take a decision whether the additional work will be warranted, and will communicate that decision to the Contractor.
5	3.1.1	Replace	3.1.1	"A registered professional in a built environment profession that is appropriate to the Scope of Work" by: "an Engineering professional in an Engineering field that is appropriate for the Scope of Work, e.g. Agricultural and/or Civil Engineering"
6	3.3.1	Insert	3.3.1	The Employer's Agent shall be entitled, "but not without giving prior notice to the Contractor", to appoint a person [...]"etc
7	3.3.3	Remove	3.3.3	"Notwithstanding the aforesaid" the powers and [...]" etc.
8	4.2.2	Add	4.2.2	[...] in terms of Clause 3.3.4. "Should the Employer's Agent find that works were executed or items were purchased that he could not approve of and was not consulted about on instruction of any other persons, he is entitled to instruct the contractor to correct the disputed works at his own costs".
9	4.4.2	Add	4.4.2 (2)	Sub-clause (2): "The Department reserves the right to negotiate with the contractor the use of a sub-contractor if it is felt that the subcontractor nominated by the Contractor is likely to be unable to successfully implement the proposed works."
10	4.4.5	Remove	4.4.5	Any appointment of a subcontractor "in accordance with clause 4.4.4" shall not amount to, etc.
11	4.5.3	Insert	4.5.3	"Unless specified otherwise in the procurement document", the Contractor shall be [...]" etc.
12	4.7.1	Insert (2x)	4.7.1	[...] instructions for dealing therewith. "The notification duty equally applies to the discovery of graves with human remains." If, by reason of such instructions, the Contractor suffers delay to Practical Completion and/or incurs proven additional cost he can make a claim in accordance with Clause 10.1.
13	5.3.2	Replace	5.3.2	Replace "within the number of days stipulated in the Contract Data from the Commencement Date", by "at the site handover, or at the latest two (02) weeks after site handover, but before commencement of any works",
14	5.3.2	Replace	5.3.2.1	Replace "terminate the Contract in terms of Clause 9.2:" by: "suspend the commencement of the work until such time that the documentation is in order".

**B1 | AMENDMENTS TO THE GCC 2015-THIRD EDITION CONDITIONS OF CONTRACT****(2)**

May 2024 version

#	SECTION	ACTION	CLAUSE	AMENDMENTS
15	5.3.2	Add	5.3.2.2	Sub-clause: "(2) In the sustained absence of the correct documentation, the Employer will terminate the Contract in terms of Clause 9.2."
16	5.10.1	Remove	5.10.1	"The Contractor may, in writing to the Employer's Agent, demand compliance within a stated time by the Employer with the terms of the Contract, which terms shall be specified in such demand." If the Contractor suffers[...] etc.
17	5.10.1	Rephrase	5.10.1	If the Contractor suffers delay to Practical Completion and/or incurs proven additional cost from failure or delay on the part of the Employer, his agents, employees or other contractors (not employed by the Contractor), the Contractor "can submit for consideration to the Employer's agent an Extension of Time for Practical Completion and/or monetary compensation request" in accordance with Clause 10.1 within 28 days after the cause of the delay occurred.
18	5.13.1	Replace	5.13.1	[...] "the sum stated in the Contract Data" By: "an amount of up to 0.05% of the contract sum minus the Contingencies"
19	5.13.1	Remove	5.13.1	"including special non-working days"
20	5.13.1	Insert	5.13.1	[...] Practical Completion. "This amount shall be subtracted from the Retention moneys and/or from the claim of one of the part payments". The imposition or [...]
21	5.14.1	Replace	5.14.1	"to the requirements for achieving practical completion as set out in the Contract Data" by: "to the extent that the works can be used for the purpose they were intended."
22	5.14.3	Add	5.14.3.3	"The Contractor will not be responsible to repair wear and tear to the facility as a result of the occupation before completion."
23	5.14.4	Insert	5.14.4.1	"As soon as the work referred to in the further list "(Snaglist)" issued in terms of [...] etc
24	5.14.4	Insert	5.14.4	Certificate of Completion "of Works".
25	5.15.1	Add	5.15.1	"Usable surplus materials that have been fully paid for should be left on site, provided they are not obstructing access, are no source of pollution, nor an eyesore, and the owners of the site are in agreement, and have established, in consultation with the Employer's agent, that the use of the items left behind does not constitute a health hazard.
26	5.14.5	Insert	5.15.5	Certificate of Completion "of Works"
27	5.14.5.4	Replace	5.14.5.4	"Employer" by: "beneficiary/ies"
28	6.1.1	Add	6.1.2	Subclause: This is a re-measurement Contract in terms of Clause 1.1.1.28 in which the Contractor is paid an amount determined from the actual quantities of work completed multiplied by the rates or prices for such work subject to adjustments in accordance with the Contract.
29	6.2.1	Insert	6.2.1	[...] Employer's Agent, "if so requested in the Special Conditions of Contract for this Contract or the SLA", as part of the [...], etc.
30	6.4.1.4	Add	6.4.1.4	[...] of Clause 6.5, "if the pricing schedule solicited rates for day work items".

**B1 | AMENDMENTS TO THE GCC 2015-THIRD EDITION CONDITIONS OF CONTRACT****(3)**

May 2024 version

#	SECTION	ACTION	CLAUSE	AMENDMENTS
31	6.4.1	Add	6.4.1.5	<i>"Alternatively, the Employer's Agent may issue an instruction to the Contractor to submit a quote for those items required for the additional work on the basis of supplier quotes, and combine these, if applicable, with day work rates, if these are available. The Contractor will in this case be compensated on a proven cost, plus mark-up basis."</i>
32	6.6.1.2.1 6.6.1.2.2	Replace	6.6.1.2	Executed by a subcontractor appointed in terms of Clause 4.4.3, the Contractor shall be paid the sum or sums paid or due to be paid by him to the subcontractor, <i>"plus the mark-up percentage stated by the Contractor in his Pricing Data, or, in the absence thereof, a default mark-up of 10%."</i>
33	6.6.3	Add	6.6.3	[...] Contract price <i>"and will not be paid out to the Contractor"</i>
34	6.7.1	Add	6.7.1.1 6.7.1.2	<i>"Should, in the view of the Contractor, the quantities or volumes provided in the Bill of Quantities/Pricing Data differ substantially of those required for the Works, he should point such out to the Employer's agent who will subsequently consider if: 6.7.1.1 The degree to which the volumes and quantities exceed the ones provided in the Pricing data would warrant payment from the Contingencies allocation; 6.7.1.2 Reduced numbers, volumes and quantities would warrant consideration as savings."</i>
35	6.8.1	Add	6.8.1	<i>"with the exception of the cases mentioned under clauses 6.8.2, 6.8.3, 6.8.4 and 6.8.5."</i>
36	6.8.2	Add	6.8.2	<i>"set out in the Contract Price Adjustment Schedule" "(Section 11.2)."</i>
37	6.8	Add	6.8.5	<u>New section:</u> <i>"6.8.5 Price adjustments through balancing of the pricing data "6.8.5 Should the Engineering Agent find that the rates of prices of individual line items of the original Pricing are not realistic, the Employer's Agent may request the Contractor to balance the Pricing Data and amend the items under consideration upwards or downwards to bring them in line with market values and submit them for approval to the Contractor, who will not unreasonably reject them. If accepted, these adjusted values become binding throughout the Contract period."</i>
38	6.9.4	Add	6.9.4	At end of clause 6.9.4: [...] incorporation in the Permanent Works. <i>"Any surplus material that has been fully paid for should be left on site after completion of the Works, adhering to the provisions made under Clause 5.15.1."</i>
39	6.10.1	Replace	6.10.1	<i>"With regards to [...] as the Employer's Agent may require) and" [...] By: "The Employer's Agent after having inspected the Works shall prepare a payment certificate provided that enough progress is made, and send it to the Contractor for consideration. After the Contractor and the Employer's Agent have agreed on the valuation, the Contractor will submit an invoice for payment. The Employer's Agent shall, by signed payment certificates issued to the Employer and the Contractor, certify [...] etc."</i>

**B1 | AMENDMENTS TO THE GCC 2015-THIRD EDITION CONDITIONS OF CONTRACT****(4)**

May 2024 version

#	SECTION	ACTION	CLAUSE	AMENDMENTS
40	6.10.2	Insert	6.10.2.1	Extra sub clause <i>before</i> present clause 6.10.2 (Present section 6.10.2 becomes 6.10.2.1): "6.10.2.1 No valuation of or payment for materials will be made that have not been installed or otherwise been incorporated in the Works, unless the Employer's Agent has approved a written request for a special arrangement in this regards, prior to the delivery of the materials to site. The request should detail the type and quantities and/or volumes of the materials, and the estimated total value, including transport and delivery to site, of the materials, which will exclude plant and building equipment."
41	6.10.2.2	Insert	6.10.2.2	Present clause 6.10.2 becomes 6.10.2.2: insert before start of sentence) "6.10.2.2 Should the Employer's Agent grant in principle approval for materials delivered to site to be included in the valuation", the Contractor shall deliver with his statement, pursuant to Clause 6.10.1.5, copies of invoices or receipts in respect of the purchase and delivery of the materials for which the Contractor claims payment.
42	6.10.2.3	Replace	6.10.2.3	"6.10.2.3 The valuation of such materials shall be shall be "based on" by: "50% of the total' of the purchase price [...] etc.
43	6.10.3	Add	6.10.3	[...] Contract data. "Apart from the retention <i>percentage</i> as stated in the contract data, there will be no limit to the amount of Retention money, unless the Contractor has submitted a bank guarantee, in which case the Retention limit will be 5% of the contract value minus the contingencies
44	6.10.6	Remove	6.10.6.2	Entire sub section.
45	7.5.3	Correction	7.5.3	[...] in writing (in which even the shall be deemed to" to be corrected to [...] in writing, in which <i>event the Employer's Agent</i> shall deemed to have given, etc
46	Chapter 10	Refer	Chapter 10	Where GCC 2015 clauses regarding Claims & Disputes would deviate from procedures used by KZN DARD Legal Services, the latter will prevail.
47	CPAS	Replace	11 11.1 11.2 11.2.1 11.2.2 11.3	Entire Contract Price Adjustment Schedule by: 11. CONTRACT PRICE ADJUSTMENT SCHEDULE 11.1. Contract Price adjustments (CPA's) would only apply to those contracts that actually HAVE price adjustment provisions included in them. Most contracts are of the Fixed Price type. 11.2. For the determination of contract price adjustment factors, the latest STATS SA Construction Materials Price Indices Statistical Releases will be used. The following tables will be used: 11.2.1. Table 1 (CPAP Work Group Indices); 11.2.2. Table 2 (Construction Input Price Index (CPI) – Material Purchases By Type of Service. 11.3. Project specific weightings will be used and applied to the relevant workgroups of Tables 1 and 2.

**B | SPECIAL CONDITIONS OF CONTRACT**
Section 2: Additional Special Conditions

- *These Special Conditions of Contract (SCC) should be read in conjunction with the General Conditions of Contract for the Construction Industry, GCC 2015 (Third edition) clauses, as amended.*
- *If any of the Special Conditions of Contract (SCC) clauses listed below would contradict, or in any way deviate from a corresponding clause of the GCC 2015, the SCC one will prevail.*

B2 | SPECIAL CONDITIONS OF CONTRACT - ADDITIONAL**1. CONSTRUCTION PERIOD, DUE COMPLETION DATE & CONTRACT PERIOD**

- 1.1. The total contract period will be **eight (8) months**.
- 1.2. The contract period will start at the site handover and finish with the final payment no later than 1 month after expiry of the liability period.
- 1.3. The completion period from the site hand over up to practical completion of the project will be three (3) months. The commencement of work should be no later than 14 days after the handover.
- 1.4. Works Completion, shall be no later than 1 month after practical completion, when all outstanding work from the snag list has been attended to.
- 1.5. The liability period will be three (3) calendar months calculated from the date of completion of works.

2. COMPETENCY OF THE SERVICE PROVIDER

- 2.1. The Bidder should have a CIDB contractor grading designation of 2 SQ or higher. Since the Department has no Contractor Development Programme in terms of the CIDB/Dept of Public Works National Contractor Development Programme (2010), PE grading designations do not apply.

3. WATER AND POWER

- 3.1. The Contractor shall make the necessary arrangements for the provision of any water and power, and will make sufficient back up arrangements to mitigate the effects on the progress of the work due to scheduled or unscheduled power outings.
- 3.2. No payment will be made for the provision or use of these services, other than via the relevant line items in the Preliminary & General section of the Pricing Schedule.

4. LOCATION OF CAMP

- 4.1. No persons other than a night watchman may sleep in the camp, without the approval of the beneficiaries.
- 4.2. The contractor is to make portable toilets available for his staff and workforce, and place these in consultation with the beneficiaries.

5. HOUSING OF CONTRACTOR'S EMPLOYEES

- 5.1. The Contractor shall make his own arrangement for housing, payment and feeding his employees and transporting them to and from the site.
- 5.2. No housing is available on site, but the Contractor can make arrangements with the beneficiaries for temporary accommodation for staff or labourers.
- 5.3. 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.



6. LABOUR SOURCE & CAPACITY

- 6.1. The Contractor 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 an acceptable quality of workmanship.
- 6.2. The contractor is encouraged to source labour from the local community. The Contractor will negotiate with the participants in this regard to establish all the conditions for the utilization of the local labour.
- 6.3. The contractor is required to comply with any existing Expanded Public Work Projects (EPWP) prescriptions that may exist concerning the creation of job opportunities during the implementation of the Works.
- 6.4. The Contractor will be responsible for all hiring, payment, housing and transport of all labour used for the duration of the contract.

7. SECURITY & RISK

- 7.1. No one shall be allowed on the construction site after normal working hours except for the necessary security personnel.
- 7.2. The Contractor shall also be responsible for safeguarding all his/her plants, machinery, equipment and materials on site. The Employers Agent 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.

8. MATERIALS: DELIVERY, ON & OFF-LOADING, STORAGE & RESPONSIBILITY

- 8.1. The Contractor shall be responsible for the safe delivery, loading, off-loading, handling and storage of any equipment and materials on site.
- 8.2. All equipment, materials and plant stored on site must be suitably protected against damage or loss by theft or otherwise.
- 8.3. The Contractor shall remain fully responsible for all material and plant etc. until the completed works and site have been officially handed over.
- 8.4. The placement and use of a temporary shipping container inside the precinct for the storage of tools and equipment will be allowed, provided that prior approval for such, including the location of the container, will have been obtained from the beneficiaries.
- 8.5. The Contractor must demarcate the work site clearly, using danger tape or other suitable means as per the requirements of OHS regulations.

9. EXISTING ROADS, MUNICIPAL PAVEMENTS, ETC.

- 9.1. 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 repair such damage at his/her expense.
- 9.2. Refer to GCC 2015 (III) Clauses 8.4 (Indemnifications) and 8.5 (Reporting of Accidents).

10. DAMAGE TO PROPERTY

- 10.1. If such services are discovered, immediate notification must be made to the Department and all work in the vicinity of such cables, pipes, etc., shall cease until safe to proceed.
- 10.2. Should the Contractor damage underground cable or pipes, or any other damage on property belonging to the Department, or any private property including buildings, paving, roads, fences, walls or grounds contiguous to the premises of the Department, the Contractor will be required to repair, in a perfect and workmanlike manner, all damage to the approval of the Engineer.



- 10.3. The cost of making good such damage, will be met by the Contractor as this must be covered by the Contractor's works insurance.

11. DAILY RAINFALL RECORDS

- 11.1. Submission of rainfall figures is required for the granting of permission of extending the contract period on the basis of inclement weather. If none are kept, or if the measured rainfall was not excessive, did not notably hinder the works, and/or did not deviate drastically in terms of the average number of rain days or total rainfall for the month for the area, the Department is under no obligation to grant extension of the completion period on the grounds of inclement weather.
- 11.2. Refer to GCC 5.12.1 (Extension of time for Practical Completion).

12. INSPECTION OF WORK

- 12.1. The Departmental representative may at all reasonable times have access to the site where work is being executed for inspection purposes.
- 12.2. The Engineering Representative may request that evidence of the quality or strength of any materials be supplied by the contractor wherever necessary.
- 12.3. The Engineer must inspect and approve all reinforcement and formwork/ shuttering if applicable, prior to pouring any concrete.

13. NOTICE OF COVERING WORK

- 13.1. The Contractor shall give due notice to the Engineering 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.
- 13.2. If any such work or materials are covered without such notice having been given, the work or materials shall be uncovered at the Contractor's expense on instructions given by the Engineering Representative.

14. SUB-CONTRACTED WORK

- 14.1. GCC 2015, Section 4.4 (Sub-contracting) will apply.
- 14.2. The contractor shall not sub-contract the entire contract.

15. INSURANCES

- 15.1 Refer to GCC 2015 section 8.6.1 (Insurances).
- 15.2 Before the commencement of any work, the Contractor is required to provide written proof of the following insurances for the project awarded to them:
- 15.1.1. Insurance against damage, destruction or loss to 50% of the value of the contract.
- 15.2.2. Public Liability insurance.
- 15.2.3. All risks (works) policy and Political.
- 15.3 The Contractor shall provide the Engineering Representative with proof that Insurance has been obtained for the contract period.

16. OCCUPATIONAL HEALTH AND SAFETY

- 16.1. Bidders (including those sub-contractors and/or suppliers who are preparing prices/quotations for submission to the main bidder) must ensure that they make adequate financial provision in their bids for full compliance with the *Occupational Health and Safety Act (85/1993): Construction Regulations, 2014*, as published in the *Government Gazette* of 7 February 2014, or later amendments thereto.



Financial provision shall therefore be made by each Bidder for, inter alia, the following:

- 16.1.1. Carrying out and documenting risk assessments of all work to be carried out under the contract.
- 16.1.2. Preparation of safe work procedures.
- 16.1.3. Preparation of an H&S plan, discussing it with the Department, and then amending it as agreed.
- 16.1.4. Preparation of a Project H&S File to include all requirements of Table 1 and Appendix 2A.
- 16.1.5. Contractor to complete the Contractors Health and Safety Declaration in Appendix 2A.
- 16.1.6. Regular updating of all of the above.

Table 1 – OHS Requirements and submission dates

PAM Item No.	Requirement	OHS Requirement	Submission Date
2.1	Notification of Intention to Commence Construction / Building Work	Complete Schedule 1 (Construction Regulations)	7 days before commencement on site
2.2	Assignment of Responsible Person to Supervise Construction Work	All relevant appointments, as per OHS Act and Construction Regulations.	7 days before commencement on site
2.3	Competence of Responsible Persons	Department Requirement & OHS Act	Together with H&S plan
2.4	Compensation of Occupational Injuries and Diseases Act (COIDA) 130 of 1993 (Certificate)	COIDA Requirement	Together with H&S plan
2.5	Health and Safety Organogram	Department Requirement	Together with H&S plan
2.6	Initial Hazard Identification and Risk Assessment based on the Department's assessment	Construction Regulations.	Together with H&S plan
2.7	Medical Certificate of Employees	Construction Regulations	Before commencement of construction.

- 16.1.7. Provision of medical certificates of employees.
- 16.1.8. Provision of PPE and protective clothing for employees.
- 16.1.9. Complying with all H&S requirements for the duration of the contract. In case of observed non-compliance the contractor will be requested to cease all work and take corrective action.
- 16.1.10. Provision of forced ventilation (as required when working in confined spaces).
- 16.1.11. The completion and checking of the safety file upon completion of the works and handing.
- 16.2. The bidder is to indicate in Appendix 2A – Tables 1.1 and 1.2 the bid amounts for the OHS related items.
- 16.3. To enable the Department to appraise the allowances that bidders have made for H&S in their bids, so that he/she can fulfil his/her obligations in terms of Clause 7 of the Construction Regulations, separate items (A.1.2.8 - Fixed) and A.2.2.6 - Time Related) have been included in the Bill of Quantities for Health and Safety.
- 16.4. Failure to submit realistic prices for the scheduled H&S items is likely to prejudice the bid.
- 16.5. The Principal Contractor and Sub-Contractors must submit proof of compliance with the OHS requirements table below with the construction phase H&S plan where applicable.
- 16.6. The successful bidder shall be required to submit the Contractor's Health and Safety Plan as required in terms of Regulation 7 of the Occupational Health and Safety Act 1993 Construction Regulations 2014.



- 16.7. The Contractor shall 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 Act.

17. QUANTITIES OF WORK

- 17.1. This is a re-measurement contract in terms of GCC 2015 – Definition 1.1.1.28 and Section 6.1.2 (Amendment 28). The Contractor shall receive payment only for the works actually executed and approved by the Engineering Representative.

18. PROGRESS PAYMENTS

- 18.1. For construction works, payment shall only be paid for claims that are commensurate with the works actually executed and complete.
- 18.2. Payment for construction items will only be made against the progress as pertaining to built/installed items. Movable construction items and materials on site are generally **excluded** from progress payments until they have been fully installed or fitted or built up.
- 18.3. No advances will be paid for deposits to be paid by the contractor to specialist supply companies, unless such has been explicitly agreed upon in writing by the Engineer before commencement of the works.
- 18.4. 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.
- 18.5. The Engineer may elect to use a payment schedule that apportions a weighting for the various work phases, in those cases where the actual pricing schedule is not available or lacks balance.
- 18.6. With generally one month between the issuing of payment certificates, and 2-4 weeks between the submission of the claim and payment, **the contractor must be able to carry about 6-8 weeks of expenditure** before he/she gets paid.
- 18.7. The contractor shall be paid in up to a **maximum of five (5) part payments**, not exceeding the number reflected on the official Order.
- 18.8. Part payments will be made after the Department has certified the progress per work phase, and after successful delivery and installation (if and when required) of supply items, all in accordance with the Clause 19 (Retention).
- 18.9. Work Phases/ BoQ line items do not have to be completed in their entirety in order to be included in a claim. An estimate will be made by the Engineering Representative of the degree of progress, expressed as a percentage, made with the work phase or line item. More than one work phase can be included in a claim.
- 18.10. Part payments will be made after the Engineering Representative has approved the work and will be made in accordance with the Retention clause (19).
- 18.11. The penultimate payment occurs after Works completion. The final payment will be made at Final (Approval) completion after the 3 months' liability period when the contractor has dealt with all defects, if any.

19 RETENTION MONEY

- 19.1. If no, or the wrong type of performance guarantee is submitted by the contractor, or if such a submission is in the wrong format or too late, a 10% retention will be automatically withheld on each of the payment certificates up to, but not including Practical completion. Refer to GCC (2015) 6.2.2. (Contractor failing to select or provide security).
- 19.2. In case a bank/insurance/performance guarantee was issued, the retention will be 5%.
- 19.3. The Department will pay out half of this retention, or 5% of the bid value as part of the second last payment at **practical completion** of the works. The remainder, viz 5%, will be paid out at towards the end of the defect liability period, 6 months after Completion of Works, the bidder having eliminated all defects, if any.



- 19.4 In some instances, the Employers Agent may decide to shorten this period order to allow all payments to be completed within the financial year. However, this is **not** a given and the Contractor will be notified if such would be the case.

- 19.5 GCC 2015 – Sections 6.10.3 (Retention Money) and 6.10.5 (Payment of Retention money) have reference.

20 DEFECT LIABILITY PERIOD

- 20.1 The defect liability period is 3 calendar months calculated from the date of the issuing of the Works Completion Certificate.

- 20.2 The contractor shall unconditionally guarantee all materials, workmanship related to the works for that period. 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.

21 CONTINGENCIES

- 21.1 An amount of 10% of the subtotal for all materials, equipment and services has been set aside for Contingencies. This allowance will only be accessed for unforeseen additional expenditure not covered in the contract. **Payment of (part of) the Contingencies allocation is therefore not a given**, as the occurrence of limited, or even absence of any approved Contingencies will reduce the total amount paid out for this contract.

- 21.2 Written approval from the Engineering Representative for the use of the Contingencies allocation is required *before* any purchases can be made or any work is started from this allocation.

- 21.3 After the need for contingencies has been identified and approved by the Engineering Representative, the contractor will submit a quote for approval to the Engineering Representative for the contingency items and services agreed upon, and as much as possible rates and amounts for materials and services that were already covered in the original pricing schedule, will be used. Where these are not available, (the) supplier(s)' quotes is/are to be submitted with the Contractor's quote for the agreed upon contingencies.

- 21.4 The total costs of all contingencies shall not exceed the total of the Contingencies allocation for the project (10% of the net contract value before VAT), plus the possible savings made on other work items, unless official permission for a Variation Order has been granted before the additional work has been approved. The Engineering Representative will take a decision whether the additional work will be warranted, and will communicate that decision to the Contractor.

22 TIME FOR PRACTICAL COMPLETION & DUE COMPLETION TIME

- 22.1 The project has to reach practical completion within **three (3) months**, calculated from the date of the site handover.

- 22.2 The whole of the Works shall be completed within the Due Completion Date at Completion of Works, which in this case will be no later than **four (4) months** after the site hand over.

- 22.3 If the Works are delayed by any cause beyond the Contractor's control, 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.

- 22.4 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.

- 22.5 The date of completion will be extended only to the extent approved by the Department.



- 22.6 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 shall not be exceeded.
- 22.7 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.
- 22.8 Refer to the GCC 2015 Clause 5.14 (Completion) and the relevant clauses of sections:
- | | | | |
|-----|-----------------------------|------|--|
| 2.2 | Adverse physical conditions | 5.5 | Time for Practical Completion |
| 2.3 | Technical data | 5.10 | Delays attributable to the employer |
| 2.4 | Ambiguity and discrepancy | 5.12 | Extension of time for Practical Completion |
| 4.8 | Facilities for others | 5.13 | Penalty for Delay |

23 COMPLETION OF THE WORKS

- 23.1 Work completion will be established over three stages:

24.1.1 Practical completion

This is defined as the stage when the works are found to be substantially complete and can be used for the purposes intended. This assessment will be solely made by the Engineer. When the Contractor thinks he has completed the works, an inspection will be made by the Engineer who will draw up a list of patent defects, commonly known as a "snag list", if any. *Patent defects* are defects that are visible or discoverable upon an ordinary and proper inspection.

24.1.2 Completion of Works

This stage will be reached after the Contractor has, to the sole assessment of the Engineer, fixed all defects listed on the snag list. It is at works completion that the Contractor will be paid out 50% of the retention money.

24.1.3 Final Approval completion

Final Completion occurs after expiry of the liability period, 6 months after Completion of Works.

- 24.2 Completion Certificates for Practical Completion, Completion of Works and Final Approval Completion will be issued by the Engineer after the respective construction phases have been completed.

24 PENALTY CLAUSE / FINES FOR LATE OR NON-COMPLETION

- 24.1 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.
- 24.2 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 Bid value.
- 24.3 The Department will deduct a penalty for late completion of **up to 0.05% of the contract value per working day delay**. This will be deducted from the retention.
- 24.4 Refer to GCC 2015 Section 5.13 (Penalty for delay).

25 BALANCING OF THE BID

- 25.1 In order to ensure that payments certified by the Employer's Agent are reasonably consistent with the market value of the work done, and that variations in quantities do not distort the contract valuation, the rates, prices and amounts tendered in the Bill of Quantities are required to be in balance.
- 25.2 A bid will be considered to be *out of balance* if:



- 25.2.1 The combined, extended total tendered for the Contractor's General Obligations (Preliminary & General):
- 25.2.1.1 Fixed Charge Preliminaries
 - 25.2.1.2 Time-Related Preliminaries
 - 25.2.1.3 Provisional Sums
- Exceeds a maximum of 15 % of the contract value (excluding contingencies, contract price adjustment and VAT).
- 25.2.2 The rate, price or amount tendered for any other item, (taking into account the possible inclusion into the item of other costs factors for the item, like installation and transport), differs substantially from market-related price as determined for that item at around the closing date of the bid.
- 25.2.3 These adjustments in rectification will be such that increases are balanced by decreases, leaving the bid amount itself unchanged.
- 25.2.4 Adjustments to be made and agreed upon with the Employer within five (5) working days of having been given written notice by the Employer to make adjustments, failing which the bid may be cancelled.



C | TERMS OF REFERENCE

1. BACKGROUND

- 1.1. Achieving and maintaining high levels of growth in the agricultural sector is a key national policy objective that holds a high priority in the programmes of the KwaZulu-Natal Department of Agriculture and Rural Development (herein after referred to as Department). The Department endeavours to contribute to economic growth within the agricultural sector and in the process promote commercialization in the smallholder farm sector, increase opportunities for skilled and relatively unskilled employment, and increase food security.
- 1.2. This fence prevents the access of larger animals to the structure as well as reduces the chances that unwanted visitors gain access to the building.

2. OBJECTIVES

- 2.1. To appoint a suitably qualified Service Provider for the erection of a 1.70m high perimeter fence (1.20m hinge joint mesh + three strands of barbed wire).
- 2.2. To ensure the timely realization of a cost effective, well-built perimeter fence of good quality.

3. SCOPE OF SERVICES

- 3.1. Setting out of the fence line;
- 3.2. Clearing, grubbing and (if required) levelling of the fence line;
- 3.3. Measuring out of the base positions;
- 3.4. Excavation of the post footings;
- 3.5. Placement of the posts inside the holes;
- 3.6. Preparing of the concrete and casting of the concrete bases;
- 3.7. Installation of the mesh with staples onto the poles and tied down to the straining wire.
- 3.8. Installation/Stringing of the 3 barbed wire strings;
- 3.9. Supply and installation of the gates including chains and locks;
- 3.10. Spreading out of soil heaps.
- 3.11. Clearing of the site and removal of any loose waste building material.

4. PROJECT LOCATION

- 4.1. The site is situated in the uMhlabuyalingana LM in the Umkhyakude DM, at app. 15 km south of Mbazwana.
- 4.2. Site Coordinates: DMS : 27°34'03" S & 32°30'05" E



D | SCOPE OF WORKS

1. ERECTION OF A HINGE JOINT PERIMETER FENCE

- 1.1. Setting out of the fence line;
 - 1.2. Clearing, grubbing and (if required) levelling of the fence line, including shrubs & trees (all girths);
 - 1.3. Measuring out of the base positions;
 - 1.4. Excavation of the post footings;
 - 1.5. Placement of the posts inside the holes;
 - 1.6. Preparing of the concrete and casting of the concrete bases;
 - 1.7. **Installation of 2 lines of binding wire at the height of the bottom and top wires of the mesh**
 - 1.8. Installation of the mesh with staples onto the poles and tied down to the poles with straining wire.
 - 1.9. Installation/Stringing of the 3 barbed wire strings;
 - 1.10. Supply and installation of gates including chains and locks;
 - 1.11. Spreading out of soil heaps.
 - 1.12. Clearing of the site and removal of any loose waste building material.
-



E | STANDARD TECHNICAL SPECIFICATIONS

1. PRELIMINARIES & GENERAL

The contractor is to note that all insurances (UIF, workmen compensation, works, public liability etc.); site and equipment safety; site establishment and security; services (water and electricity); testing of materials and any specialist services are for the contractor's responsibility and attention throughout the contract duration until handover of the project. This item also includes Occupational Health & Safety Act requirements. The Department reserves the right to stop progress of the works in case of non-compliance until these conditions are complied with.

2. APPLICABLE STANDARDS: SPECIFICATIONS & MATERIALS

2.1. 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:

- 2.1.1. **SABS 1200 AA - 1986** (General - Small Works),
 - 2.1.1.1. Materials: SABS 1200 AA (3);
 - 2.1.1.2. Testing: SABS 1200 AA (7);
- 2.1.2. **SABS 1200 DA -1988** (Earthworks - Small Works)
- 2.1.3. **SABS 1200GA – 1982** (Concrete - Small Works).
 - 2.1.3.1. Materials SABS 1200 GA (3)
 - 2.1.3.2. Mixing, pouring and curing of concrete: SABS 1200 GA (5.4)
 - 2.1.3.3. Testing: SABS 1200 GA (7)
- 2.1.4. **SANS 50197-1:** Cement: Common cement 32,5N or R to SANS 50197-1

3. APPLICABLE STANDARDS: EARTHWORKS AND SITE PREPARATION

- 3.1. Normal regulations regarding safety, municipal by-laws, contamination of water sources, erosion, siltation etc. will still apply.
 - 3.1.1. **SABS 1200 AA - 1986** (General - Small Works),
 - 3.1.1.1. Site preparations & establishment: SABS 1200 AA (4).
 - 3.1.1.2. Setting out of works: SABS 1200 AA (5.1.1)

4. APPLICABLE STANDARDS: STANDARD (ABRIDGED) PREAMBLE FOR ALL TRADES

- 4.1. All materials to be SANS approved and installed to applicable standards specified by SANS, NBR, or the manufacturer.

5. MATERIALS AND CONSTRUCTION

- 5.1. All materials must be newly purchased and conform to SABS specifications for the products. This includes all items such as bricks, blocks, brick reinforcement, damp proofing, lintels, glazing, plumbing and drainage, curtains, etc... All construction works must conform to the applicable standard specifications and installation requirements as per NBR requirements and manufacturers recommendations. All concrete works to conform to CNCI standards and recommendations

6. STANDARD CONCRETE MIXES

- 6.1. Cement and aggregates shall be mixed by volume and the contents of a 50kg sack of cement shall be taken to be 0,033m³.
- 6.2. Water addition should be kept to a minimum. Only sufficient water should be used to produce a workable mix of 60-100mm slump. A recommended maximum water : cement ratio is 1 for a 10MPa; 0.8 for a 15MPa; 0.65 for a 20MPa; 0.59 for a 25MPa; 0.53 for a 30MPa mix, however the lower the ratio the better the durability of the concrete. Approximately 210 litres per m³ of concrete is required for an average quality sand and optimum quantity 19mm stone.



- 6.3. Concrete for non-structural purposes shall be "Prescribed mix concrete" produced in accordance with the requirements indicated in Table 3.

TABLE 3: STANDARD CONCRETE MIXES					
Class of Concrete	Min. Compressive Strength in MPA at 28 Days	Max. Nominal Size of Coarse Aggregate in mm	Proportion of Constituents >> 1 Wheelbarrow = 2 bags of cement <<		
			Cement (Parts)	Sand (Parts)	Stone (Parts)
A	10	37,5	1	4	5
B¹	15	19,0	1	3	4
C	20	19,0	1	2.5	3.5
D	25	19,0	1	2	3
E	30	19,0	1	2	2½
<i>¹ Applicable mix for this contract for the concrete pole bases.</i>					

7. STANDARD PLASTER & MORTAR MIXES

- 7.1. The standard **plaster** mixes are as listed in Table 4:

TABLE 4: STANDARD PLASTER MIXES				
PLASTER CLASS:	MIX RATIO: (By Volume)	MASONRY CEMENT: kg	LIME: L	SAND: (loose and damp) L (max)
Rich mix (fdns, wet areas)	1 : 4	50	0-10	130
General purpose	1 : 5	50	0-40	165

- 7.2. The standard **mortar** mixes are as listed in Table 5:

TABLE 5: STANDARD MORTAR MIXES				
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

8. FINISHES TO IN-SITU CONCRETE

8.1. 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.

8.2. 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 screed 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.



8.3. 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.

8.4. 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.

9. SITE CLEARANCE

9.1. Applicable standards

SANS 2001 - Construction Works Part BS1: Site Clearance. SANS 2001 standard specifications are deemed to satisfy the provisions of SANS 10400 (The application of the National Building Regulations).

9.2. Areas to be cleared and grubbed.

The area to be cleared and grubbed for this particular project will be specified in the Project Specific Specifications and/or the BoQ/Pricing schedule. The contractor shall not commence with clearing and grubbing until the Department's Agent, in cooperation with the farm manager/landowner has determined the exact fence with pickets.

9.3. Cutting of trees

9.3.1. *Precautions.* The contractor shall take the necessary precautions to prevent injury to persons and animals and damage to structures and other private and public property. Where necessary, trees shall be cut in sections from the top downwards.

9.3.2. *Branches overhanging boundaries.* The branches of trees to be left standing shall be so trimmed as not to encroach upon the space (of height at least 7m) vertically above any carriageway, railway formation, or other designated area.

9.3.3. *Preservation of trees.* No tree shall be cut down until the engineer has given written authorization for such work to commence.

9.4. Clearing

9.4.1. *Clearing shall consist of:*

9.4.1.1. The removal of all trees, rubbish, fences, and all other material that may interfere with the construction of the work.

9.4.1.2. The disposal of all material resulting from clearing.

9.4.1.3. The removal of rocks and boulders of size up to 0.15m³ that are lying on the surface to be cleared or exposed during the clearing operations.

9.4.1.4. Where fences have to be taken down, sorting, coiling, and stacking of the material.

9.4.1.5. The removal and stacking of other reusable materials as scheduled.

9.4.2. *Haulage.* The moving of a certain amount soil or gravel may be inherent in or unavoidable during the process of clearing. No extra payment will be made for the removal such soil or gravel.

9.4.3. *Re-clearing of vegetation.* If during the contract period vegetation should again grow on any portion of the site, borrow areas, or the areas that have been cleared in accordance with the specification, the Engineering Representative may, if considers it necessary, order that such area be re-cleared. Such re-clearing shall include the removal and disposal of grass, shrubs, and other vegetation, as in the first clearing operation.



9.5. Grubbing

- 9.5.1. Stumps and roots larger than 75mm in diameter shall be removed to a depth of at least 600mm below the finished level and at least 100mm below the original ground level. Where the area has to be compacted, all stumps and roots including matted roots shall be removed to a depth of at least 200mm below the cleared surface.
- 9.5.2. Except in borrow areas, cavities resulting from grubbing shall be backfilled with approved material and compacted to a density at least equal to that of the surrounding ground.

9.6. Conservation of topsoil

- 9.6.1. The terms of Sub-clause 5.2.2 of SANS 1200DA: 1988 shall apply.

9.7. Site leveling and landscaping

- 9.7.1. Levelling and landscaping. After completion of the works those areas affected by the levelling will need to be landscaped, that is all cut soil will need to be spread out uniformly over the area/slopes adjacent to the building area, and uprooted and cut vegetation is to be removed and taken to a site as per the instructions of the beneficiaries/landowners and in consultation with the Engineer.

9.8. Other general works specifications

- 9.8.1 Site demarcation. The building footprint must be pegged out by the contractor and will be checked by the Engineering representative before actual works can begin.
- 9.8.2 Safeguarding of materials. All material to be supplied and delivered to site. Proper security measures must be implemented in consultation with the school principals to safeguard it prior to installation. It is the contractor's responsibility to ensure the correct material is delivered and measures are taken to safeguard it until the project is handed over.
- 9.8.3 SABS Compliance. Sound engineering practices and adherence to the relevant SABS construction codes should be applied to secure integrity of the structure. In the absence of compliance and proof of improvement after having been pointed out shortcomings by the Departmental representative, the contractor may be instructed to halt construction and be replaced by another contractor.
- 9.8.4 Surplus material. Surplus material will be retained by the department and should any surplus material be taken by the contractor, or any material not be supplied, payment will be made based on what has been actually used/put in (to) the works. All material must be checked by a departmental representative prior to installation.
- 9.8.5 Completion & Hand over. The works must be fully functional on completion. The contractor will remain responsible for the works including all materials, and the official hand over and final payment will not take place until such time that the entire structure is fully functional and all defects have been repaired.



F | PROJECT SPECIFIC SPECIFICATIONS

Appendix 4 has the drawings showing most of the technical specifications for this fence

1. FENCE LINE DEMARCATION & CLEARING

- 1.1. The fence line must be pegged out by the contractor in consultation with the owners of the land/ Beneficiaries of the project, and will be checked by an Engineering representative before actual works can begin.
- 1.2. The fence line is to be cleared and, if required, grubbed over a width of 2.0m as per the Standard Technical Conditions (STC) 9.3 and 9.4.

2. EARTH WORKS

- 2.1. The fence line proper should be levelled in such a way that the mesh will never be more than 50mm from the ground.
- 2.2. Excavation of the bases that will be concrete should be square, not round. The dimensions will be for the intermediate, corner and straining posts 300 x 300 x 600mm and for the gate posts (400 x 400 x 600mm).
- 2.3. Bases to be excavated squarely, **not** round.
- 2.4. Sandy soils require a refill of soilcrete 10% soil/cement mix.
- 2.5. Excavated soil as well as soil that was loosened during the leveling process of the fence line is to be leveled out so that no heaps remain.

3. GENERAL

- 3.1. Fence line lengths: See bottom of BoQ.
- 3.2. Fencing type: 1.20m hinge joint mesh attached to CCA treated posts and standards, 4 staples (min.) per pole.
- 3.3. Two additional lines of tensioning wire at the top line and bottom line of the fence.
- 3.4. Three strands of barbed wire running above the mesh.
- 3.5. Total fence height: 1.70m.
- 3.6. Barbed wire to be stapled onto the posts.
- 3.7. Hinge joint mesh to be stapled onto posts at least 4 times per posts, and to be tied to straining wire running at the top line and bottom line of the fence (at 50mm and 1250mm) height at 1m interval with 2.0mm binding wire.
- 3.8. CCA treated posts spaced 3m apart. Corner posts to be boxed with full length (2.4m) support poles and 1200mm bracing poles between corner post and support poles.
- 3.9. Straining boxes to be placed every 90-100m. If the length is not a multiple of 90-100m, the straining box(es) is/are to be placed in the equidistantly (at the same distance from each other) between two corner posts.
- 3.10. Each gate post to have one braced support post at 1200mm distance from it.
- 3.11. Gates to be placed independently from intermediate, straining or corner posts.

4. POSTS AND BRACES

4.1. MATERIALS

- 4.1.1. All posts to be SABS approved (must have SABS marking) CCA treated timber, 2.40m x 100-125mm in diameter.
- 4.1.2. All box bracing to be 1200mm sections of the 2.40m poles cut in halves.

4.2. INSTALLATION

- 4.2.1. All corner, straining and support posts to be placed in 15 MPa/13mm concrete bases 300mm x 300mm x 600mm.

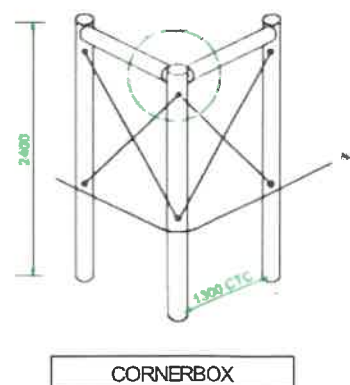
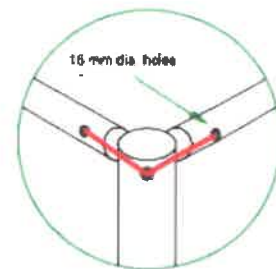


Figure 1A: Corner box

- 4.2.2. Gate posts and their support to be placed in 400 x 400 x 600mm bases.
- 4.2.3. Horizontal braces to connect the support poles to the intermediate poles of the boxes.
- 4.2.4. Holes drilled through poles as shown for ties on insert in Figure 1B.
- 4.2.5. Straining wire cross bracing (8 Ga/4mm) to be used to strengthen the boxes as per the detail of Drawing RDN/2013/21/FEN.
- 4.2.6. Straining boxes to be installed every 90m.



DETAIL

Note: Use 3 poles and 2 top braces for corner box. Straining box is similar, but has only 2 poles.

*Figure 1B:
Corner box detail*

5. HINGE JOINT MESH

5.1. MATERIAL

- 5.1.1. Mesh: Fully galvanized SABS approved close mesh hinge joint 1.20m (H) x 150mm (distance between vertical wires). 2.5mm thick. Top and bottom lines to be 2.8mm thick.
- 5.1.2. Ten strands of wire, closer spaced at the bottom than higher up.
- 5.1.3. Binding wire 4mm/8ga. Two lines at bottom and top.
- 5.1.4. Galvanised staples 25mm x 2.5mm.

5.2. INSTALLATION

- 5.2.1. Fully galvanized mesh to be installed 50x75mm above the ground against the posts (4-5 staples /post) and against the straining wire (every 1m) with 2.0mm binding wire.
- 5.2.2. Two lines of 4mm thick straining wire running at bottom and top.
- 5.2.3. Tie the mesh every 1m with 2 mm fully galv.) binding wire unto the straining wire. Tie the mesh with 2 mm binding wire unto posts at 300 and 1000mm height.
- 5.2.4. Mesh ends to be fastened unto posts by spiral winding the binding wire around the poles. One wind per 200mm.
- 5.2.5. Straining wire to be installed at 600mm height against all posts with wire wound 2 times around the corner, gate and straining box posts.

6. BARBED WIRE

6.1. MATERIAL

- 6.1.1. Fully galvanized double stranded 1.6mm barbed wire. Rolls of 50kg/845m.

6.2. INSTALLATION

- 6.2.1. Three strands of barbed wire to run at 170 - 340 – 500 mm above the mesh respectively.
- 6.2.2. Strands to be strained and wound around the box support poles.

7. GATES

7.1. SPECIFICATIONS

- 7.1.1. Height of the gates: 1.80m.
- 7.1.2. All other specifications: See Figure 2A, 2B and 2C below and Appendix 1: Bill of Quantities.

7.2. INSTALLATION

- 7.2.1. Frames to be hung onto gate posts with hinge eye bolts M12x300mm
- 7.2.2. Closures to be 50 x 100 x 2.5mm weld mesh.
- 7.2.3. Mesh fastened onto gate frame(s) with 2mm binding wire at 500mm intervals.
- 7.2.4. Ground clearance 75mm maximum.
- 7.2.5. Include chain and padlock (round, hardened)



- 7.2.6. (For double framed gates only): 25MPa/19mm concrete block 400 x 400 x 400mm with 2 * 300 x 30mm Ø. galv. steel receiver pipes for gate drop bolts.

Figure 2: Various gate sizes for the 1.70m high 1.20m hinge joint fence with barbed wire.

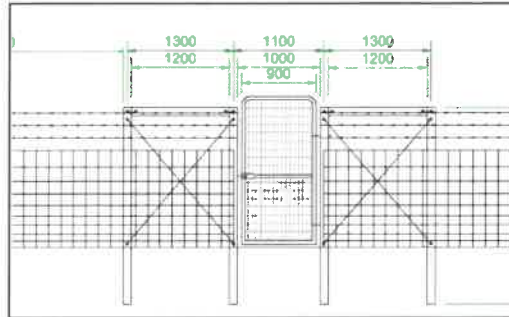


Figure 2A: 900mm wide gate in hinge joint fence line

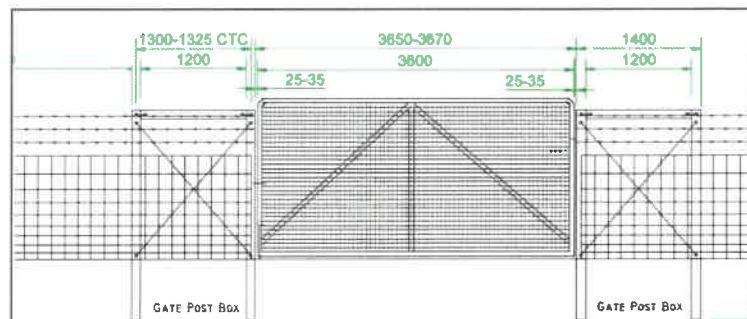


Figure 2B: Single 3.60m wide tractor gate in hinge joint fence line

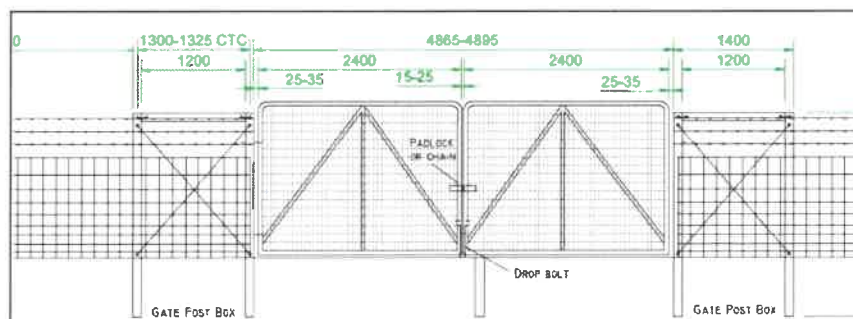


Figure 2C: Double 4.80m wide tractor gate in hinge joint fence line



APPENDIX 1

BOQ/ PRICING SCHEDULE FOR THE SUPPLY & INSTALLATION OF 1.20M HIGH HINGE JOINT FENCING PLUS 3 STRANDS OF BARBED WIRE

NOTES

1. **Supervision costs** are included under P&G's, Time-related item A.2.2.5
 2. All quantities provided in the pricing schedule are calculated approximations provided as a first estimate to assist the bidder with his/her pricing. However, the onus is on the contractor to verify the figures before commencement of the works.
 3. Contingencies and Provisional Sums are for the Project and not the Service provider. **Therefore the use of the Contingencies and Provisional sum allocation is not a given and no payment will be made from this allocation for work that has not been approved by the engineer and duly completed.**
 4. Exclude VAT in your line item pricing.
 5. Totals per page to be transferred to Summary of Sections Page (7) for total quote.
 6. Payment will only be considered for those items listed in the BoQ against which **actual expenditure** was incurred.
 7. Payment of Time Related P&G's will be pro-rata the progress made and not as per the time elapsed since commencement of the works.
 8. In case any items of the BoQ have been priced in such a manner that they lack realism, they will be balanced against other items that are deemed to be underquoted for at the start of the contract.
 9. The total of all P&G's excluding Provisional Sums, Contingencies and VAT should not exceed 15% of the Contract Value.
-



APPENDIX 1 | PRICING SCHEDULE | SECTION A | PRELIMINARY & GENERAL | PAGE 1

ITEM #	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
A	PRELIMINARIES (1)				
1	FIXED-CHARGE ITEMS ¹				
A.1.1	Contractual Requirements The sum shall cover the Contractor's initial costs of providing sureties, insurance of the Works and plant, third party or public liability insurance and unemployment insurance	Sum	1	=====	R
A.1.2	Establishment of Facilities on the Site : <u>Facilities for Contractor</u> The sum for this item in shall cover the cost of providing, establishing and commissioning on the Site of facilities adequately equipped to allow the work to commence and to proceed to completion as required in terms of the contract.				
A.1.2.1	a) Offices and storage sheds	Sum	1	=====	R
A.1.2.2	e) Ablution and latrine facilities	Sum	1	=====	R
A.1.2.3	f) Plants, tools and equipment Designated tools & equipment or tools & equipment for designated operations or plant for use during stated period. Applicable only to specifically identified tools and equipment.	Sum	1	=====	R
A.1.2.4	g) Water supplies, electric power and communications	Sum	1	=====	R
A.1.2.6	h) Removal of Contractor's Site establishment on completion The sum shall cover the cost of the demolition on and the removal from the surface of the Site of all items established in terms of A.1.2, and shall provide for the making good and the restoring of the Site to the satisfaction of the Engineering Representative.	Sum	1	=====	R
A.1.2.7	Clean up site and removal of building rubble etc. off-site upon completion of project	Sum	===	=====	R
A.1.2.8	OHS COMPLIANCE All costs and obligations to comply with the OHS Act Construction Regulations See Appendix 2A (Contractors Health & Safety Declaration) and SCC Clause 16.1-16.6 (Occupational Health & Safety) > Insert the Total here for Fixed Items from Appendix 2A, Table 1.1.	Sum	1	=====	R

Sub-Total Page 1 > Transfer To Summary Page >>

R

¹ Amounts or parts thereof will only be paid out if actual approved expenditure has occurred. <<<



ITEM #	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
A	PRELIMINARIES				
2	TIME-RELATED ITEMS ¹				
	Contractual Requirements				
2.1	The sum shall cover the Contractor's initial costs of providing sureties, insurance of the Works and plant, third party or public liability insurance and unemployment insurance.	Month	3		R
2.2	Establishment of Facilities on the Site :				
	<u>Facilities for Contractor</u>				
	The sum for this item in shall cover the cost of providing, establishing and commissioning on the Site of facilities adequately equipped to allow the work to commence and to proceed to completion as required in terms of the contract.				
2.2.1	a) Offices and storage sheds	Month	3		R
2.2.2	e) Ablution and latrine facilities	Month	3		R
	f) Plants, tools and equipment				
2.2.3	Designated tools & equipment or tools & equipment for designated operations or plant for use during stated period. Applicable only to specifically identified tools and equipment.	Month	3		R
2.2.4	g) Water supplies, electric power and communications	Month	3		R
2.2.5	Other time-related obligations <u>including site Supervision</u>	Month	3		R
	OHS COMPLIANCE				
	All costs and obligations to comply with the OHS Act Construction Regulations				
2.2.6	See Appendix 2A (Contractors Health & Safety Declaration) and SCC Clause 16.1 - 16.6 (Occupational Health & Safety)	Month	3	=====	R
	> Insert the Total here for Time Related Items from Appendix 2A, Table 1.2.				

Sub-Total Page 2 > Transfer To Summary Page >>	R
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¹ Amounts or parts thereof will only be paid out if actual approved expenditure has occurred.



APPENDIX 1 | PRICING SCHEDULE | SECTION A | P&G'S – PROVISIONAL SUMS | PAGE 3

ITEM #	DESCRIPTION		QTY	RATE	AMOUNT
A	PRELIMINARIES (CTD)				
A.3	SUMS STATED PROVISIONALLY BY ENGINEER				
A.4	Day Works				
	General (Small Works) – <i>Please note: These rates will only apply for additional, un-scoped contingency work, not to works that are scoped in this BoQ.</i>				
A.4.1	<u>Labour (rates per person per day)</u>				
A.4.1.1	Skilled	Rate	1	R	Rate Only
A.4.1.2	Semi-Skilled	Rate	1	R	Rate Only
A.4.1.3	Un-Skilled	Rate	1	R	Rate Only
A.4.2	<u>Plant (rates per plant item per hour all-in, including fuel, operator and delivery to site)</u>				
A.4.2.1	4X4 TLB	Rate	1	R	Rate Only
A.4.2.2	Water Tank	Rate	1	R	Rate Only
A.4.2.3	Front End Loader	Rate	1	R	Rate Only
A.4.2.4	Bob Cat	Rate	1	R	Rate Only
A.4.2.5	Tipper Truck: 6m ³	Rate	1	R	Rate Only
A.4.2.6	Vibrating (Mini) Roller	Rate	1	R	Rate Only
A.4.2.7	Plate Compactor	Rate	1	R	Rate Only
A.4.2.8	Poke Vibrator and Drive	Rate	1	R	Rate Only
A.4.2.9	Impact Rammer (Wacker)	Rate	1	R	Rate Only

Sub-Total Page 3 >> Transfer To Summary Page

R

¹ *Amounts or parts thereof will only be paid out if actual approved and proven expenditure has occurred. <<<

**APPENDIX 1 | PRICING SCHEDULE | SITE CLEARING, EARTHWORKS & FENCING MATERIAL | PAGE 4**

ITEM	DESCRIPTION OF ITEM	UNIT	QTY	RATE	AMOUNT
B	SITE CLEARING				
B.1	Removal of vegetation, including trees and shrubs, on fenceline over a width of 2m.	m ²	7000		
C	EARTH WORKS				
C.1	Excavation of the post bases and fill and recompact	m ³	70		
D	FENCING MATERIAL				
D.1	Galvanized barbed wire (fully galv.). 1.6mm diameter High Tensile double strand	No.	15		
D.2	2.40m Standard CCA treated poles. 100 - 125mmØ > Pressure treated, SABS approved	No.	1502		
D.3	Flat wrap razor wire coils 500mm. Fully galv. Coils of 15m length	No.	0		
D.4	Hinged Joint Fence, 1.20m high > Fully galvanised. (eg. Veldspan/Bonnox/or equivalent) > Vertical wire apertures:150mm. Wire thickness: 2.15mm. 100m rolls	No.	39		
D.5	Galvanized Wire Staples 25mm x 2.5mm. 1kg packs	No.	20		
D.6	8 ga straining wire, 4mm diam, 5kg(50m) rolls. Fully Galv.	No.	169		
D.7	14ga binding wire, 2.0mm diam, 5kg (130m) roll. Fully Galv.	No.	15		
TOTAL FOR CLEARING, EARTHWORKS & FENCING MATERIALS				R	
CARRY TO SUMMARY PAGE					



ITEM	DESCRIPTION OF ITEM	UNIT	QTY	RATE	AMOUNT
E	GATES				
E.1	Gate: 900 (w) x 1800 (h)mm pedestrian gate (HDG). > 40mm x 1.6mm (min) pipe frame > 2 diagonal braces 32mm x 1.6mm (min) > Weldmesh cladding 50 x 100mm x 2.0mm, fastened onto frame with 2mm binding wire at 500mm intervals. > Ground clearance 75mm maximum. Include chain and padlock (hardened)	No.	1		
E.2	Gate: 3600 (w) x 1800 (h)mm Vehicle farm gate. > Hot dip galvanized finish > 40-50mm x 1.6mm (min) pipe frame > 2 diagonal braces 32mm x 1.6mm (min) > Weldmesh cladding 50 x 100mm x 2.0mm, fastened onto frame with 2mm binding wire at 500mm intervals > Hinge eye bolts, include chain > Ground clearance 75mm maximum	No.	0		
E.3	Gate: 4.80m x 1.2m high tractor gate (single leaf/frame). Consists of 1 x 4.8m frames. With 42mm tubing and cross braces. With eyebolts, drop bolts. Closures: Hinge joint fencing. Mesh fastened onto frame with 2mm binding wire at 500mm intervals > Ground clearance 75mm maximum. Include chain and padlock (hardened).	No.	0		
E.4	Gate: double tractor gate(HDG) 4.80m (W) x 1.8m (H). <u>Consists of 2 x 2.4m frames</u> . With 42mm tubing and cross braces. With eyebolts, drop bolts. Closures: Hinge joint fencing. Mesh fastened onto frame with 2mm binding wire at 500mm intervals > Ground clearance 75mm maximum. Include chain and padlock hardened).	No.	0		
E.5	Security Gate: 4.80m (W) x 1.80m (H) > Each gate consists of 2 x 2.4m fully galvanized frames with steel extensions on top for installation of the flat wrap razor wire. Height including extensions 2.3-2.5m. > Frames of 42mm x 2.0mm round tubing and cross braces. With eyebolts, drop bolts. > Closures: 50mm x 100mm x 2.5mm weldmesh. Mesh fastened onto frame with 2mm binding wire at 500mm intervals. > Include chain and padlock (hardened) > 25MPa/19mm concrete block 300x300x400mm with 2*300mm x 30mm dia. galv. steel receiver pipes for gate drop bolts.	No.	1		
TOTAL FOR GATES CARRY TO SUMMARY PAGE					R

ITEM	DESCRIPTION OF ITEM	UNIT	QTY	RATE	AMOUNT
F	BUILDING MATERIALS FOR FENCING				
F.1	32.5N NPC Cement FOR CONCRETE. Packets of 50 kg	No.	111		
F.2	River Sand	m ³	11,0		
F.3	Stone 13mm	m ³	15,0		
G	OTHER COSTS				
G.1	Fencing Erection Cost (excl. excavation & concrete work)	Sum	1		
G.2	Transport Cost, incl on/off loading & delivery	Sum	1		
G.3	Labour & Supervision for Concrete works	Sum	1		
G.4	Any additional extra work/materials not listed (describe below):	Sum	1		
TOTAL FOR GATES, OTHER BUILDING MATERIALS & OTHER COSTS - CARRY TO SUMMARY PAGE				R	

BOQ/PRICING SCHEDULE SUMMARY		
PAGE	DESCRIPTION	SUBTOTAL
	Section A Preliminary & General	
1	PRELIMINARY & GENERAL – PAGE 1	R
2	PRELIMINARY & GENERAL – PAGE 2	R
3	PRELIMINARY & GENERAL – PAGE 3	R
ST1	SUBTOTAL P&G'S PAGES 1 & 2 & 3	R
	Check: ST1 (P&G excl. Provisional Sums) / ST3 (Total excl. VAT). Should not exceed 15%.	
4	CLEARING/ EARTHWORKS/ FENCING MATERIALS	R
5	GATES	R
6	BUILDING MATERIALS & OTHER COSTS	R
ST2	SUBTOTAL PAGES 4 - 6	R
ST3	TOTAL ALL SECTIONS (ST1 + ST2)	R
	CONTINGENCIES 10% OF SUBTOTAL	R
	TOTAL EX VAT	R
	15% VAT (ONLY IF BIDDER IS A VAT VENDOR)	R
	GRAND TOTAL	R

2A - CONTRACTOR'S HEALTH & SAFETY DECLARATION

TO BE COMPLETED BY ALL BIDDERS

Contractor's Health and Safety Declaration

In terms of Clause 5(1)(h) of the OHSA 1993 Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Department is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHSA 1993 Construction Regulations 2014.

To that effect a person duly authorised by the bidder must complete and sign the declaration hereafter in detail.

Declaration by Bidder

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2014.
2. I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Department's Health and Safety Specifications.
3. Tables below to be completed by bidder. Contractor to transfer the Totals to **P&G's Items A.1.2.8 and A.2.2.10** for the Fixed Charge and Time Related P&G's respectively. Only items against which actual expenditure has occurred will be paid for.

**TABLE 1: COST OF SAFETY EQUIPMENT & OTHER COSTS RELATED TO OHS COMPLIANCE
(FIXED CHARGE ITEMS)**

COST ITEM DESCRIPTION	COST ALLOWED FOR IN BID
1 FIXED COSTS - Add items as per risk assessment	
1.1 PPE	
1.1.1 Hard hats	
1.1.2 Safety boots	
1.1.3	
1.1.4	
1.1.5	
1.1.6	
1.1.7	
1.2 Preparation, discussing and amending of Health & Safety Plan, including risk assessment & quality assurance plan.	
1.3 Compilation and updating of a Health & Safety file	
1.4 Medical examination of staff and temporary workers (app.10 people)	
<< SUBTOTAL CARRIED TO P&G'S ITEM A.1.2.8	
2 TIME RELATED COSTS	
2.1 Implementation of the Health & Safety Plan,	
2.2 Construction Safety Officer	
2.3 Training of staff and temporary workers	
<< SUBTOTAL CARRIED TO P&G'S ITEM A.2.2.6	

4. I hereby confirm that adequate provision has been made in my tendered rates and prices in the Bill of Quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2014, including the cost of the specific items listed in the tables hereafter.
5. I hereby undertake, if my bid is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 7(1)(a) of the Construction Regulations, which plan shall be subject to approval by the Department.
6. I confirm that copies of my company's approved Health and Safety Plan, the Department's Safety Specifications as well as the OHSA 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Department's personnel, the Employers Agent, visitors, and officials and inspectors of the Department of Labour.
7. I hereby confirm that, I will be liable for any penalties that may be applied by the Department in terms of the said Regulations (Regulation 33) for failure on the Contractor's part to comply with the provisions of the Act and the Regulations.
8. I agree that my failure to complete and execute this declaration to the satisfaction of the Department will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2014, and accept that my bid will be prejudiced and may be rejected at the discretion of the Department.

SIGNATURE OF BIDDER **DATE.....**

(of person authorised to sign on behalf of the Bidder)

PRO FORMA OHS AGREEMENT

To Be Completed By Appointed Contractor Only

**AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL
HEALTH AND SAFETY ACT NO. 85 OF 1993**

THIS AGREEMENT is made between The Province of KwaZulu-Natal represented by the Head of
Department: Department of Agriculture & Rural Development
(hereinafter called the EMPLOYER) of the one part, herein represented by:

.....
in his/her capacity as:

AND:

.....
(Hereinafter called the CONTRACTOR) of the other part, herein represented by:
.....
in his/her capacity as:
duly authorised to sign on behalf of the Contractor.

WHEREAS the CONTRACTOR is the Mandatory of the EMPLOYER in consequence of an agreement
between the CONTRACTOR and the EMPLOYER in respect of:

**THE INSTALLATION OF 3.5 KM OF 1.20M HINGE JOINT FENCING AT ITHABULETHU PROJECT -
UMHLABUYALINGANA LM – UMKHANYAKUDE DM**

for the implementation of the works as per the Scope of Works and Specifications and Conditions provided
in the contract documentation;

AND WHEREAS the EMPLOYER and the CONTRACTOR have agreed to enter into an agreement in
terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as
amended by the Occupational Health and Safety Amendment Act No 181 of 1993 (hereinafter referred to
as the ACT);

NOW THEREFORE the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the
CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions
imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have
prescribed certain arrangements and procedures that same shall be observed and adhered to by
the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of
acquainting himself/herself/itself with such arrangements and procedures.

3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the EMPLOYER'S AGENT from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.
4. The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps the EMPLOYER may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at for and on behalf of the **EMPLOYER**

on this the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

Thus signed at for and on behalf of the **CONTRACTOR**

on this the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

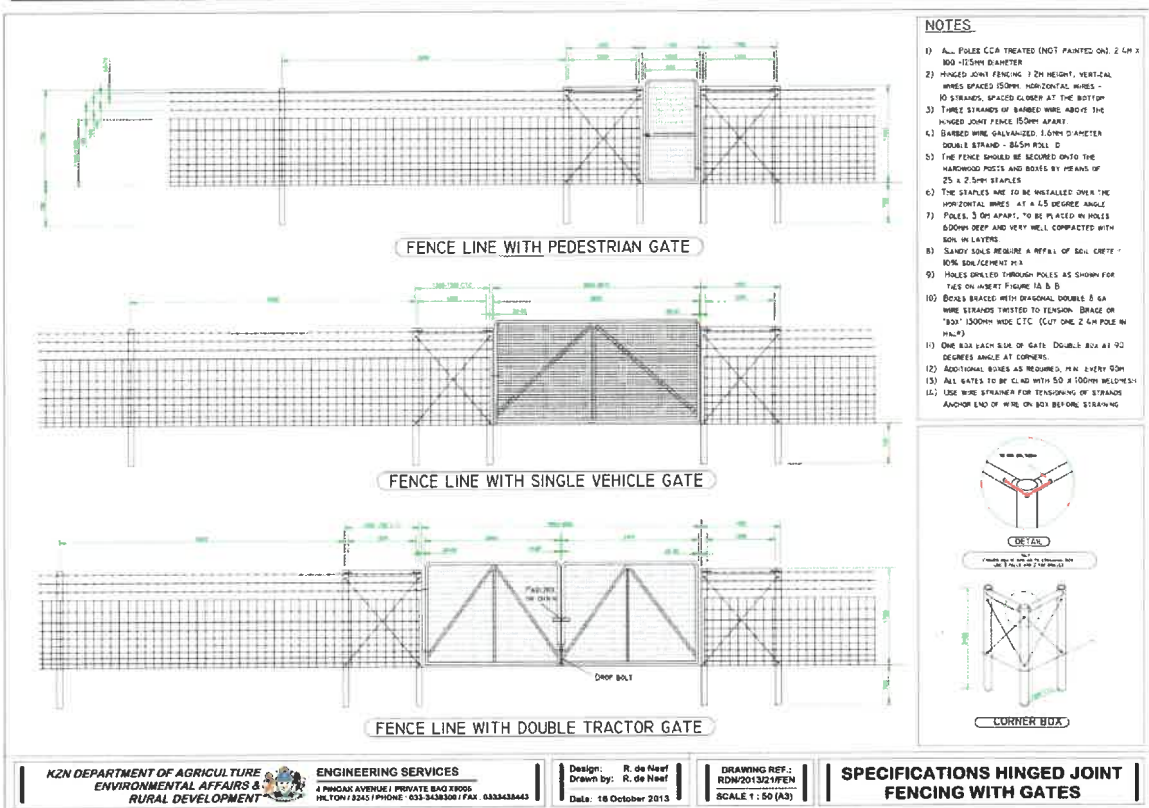
WITNESSES: 1.

2.



LIST OF DRAWINGS

#	DRAWING NO.	DRAWING REF.	DRAWING DESCRIPTION
1	DR01	RDN/2013/021/FEN	SPECIFICATIONS HINGE JOINT FENCING WITH GATES
2	DR02	FEN/RDN/2023/25	DETAILS OF CORNER AND STRAINING BOXES FOR 1.70M HIGH MESH FENCE



Erection of 1.20m hinge joint perimeter fencing with 3 barbed wire strands for Ithabulethu project at Mbazwane 4013-2-2

