



agriculture
& rural development

Department:
Agriculture and Rural Development
PROVINCE OF KWAZULU-NATAL

KWAZULU-NATAL DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

BID No: ZNB 3702/17A

DESCRIPTION OF SERVICE: CONSTRUCTION OF LAYER HOUSE AT DIPHI ZULULAND DISTRICT

NAME OF BIDDER: _____

Compulsory briefing session:

Venue	Department of Agriculture office uLundi
Date	08 November 2017
Time	11.00

One- person Business Sole Trader	
Close Corporation	
Incorporated Company	
Private Company	
Partnership	
Consortium /Joint Venture	
Co-operative	

Return of Bid:

Bid must be deposited in the bid box situated at Department of Agriculture and Rural Development, Supply Chain Management, 1 Cedara Road, Cedara, 3200 or send by post to The Director: Supply Chain Management, Private Bag X9059, Pietermaritzburg, 3200. Tel: (033) 355 9172 before 11:00 am on the closing date the **23 November 2017**

Issued by:

The Department of Agriculture and Rural Development
1 Cedara Road
Cedara

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Bidders are to check that all pages and forms are included in the bid documentation and notify the Department immediately if any pages or sections are missing

SECTION A
STANDARD BID DOCUMENTATION

SBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE KZN DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT
--

BID NUMBER: **ZNB 3702/17A** CLOSING DATE: **23 November 2017** CLOSING TIME: **11:00**

DESCRIPTION: **construction of layer House at Dippi Zululand District**

VALIDITY PERIOD: ONE HUNDRED AND TWENTY (120) DAYS

CENTRAL SUPPLIER DATABASE REGISTRATION NO (CSD):

BID DOCUMENTS MAY BE POSTED TO:

THE DIRECTOR: SUPPLY CHAIN MANAGEMENT
DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT, PRIVATE BAG X9059,
PIETERMARITZBURG, 3200

OR

DEPOSITED IN THE BID BOX SITUATED AT:

SUPPLY CHAIN MANAGEMENT BUILDING
1 CEDARA ROAD
CEDARA

BIDDERS SHOULD ENSURE THAT BIDS ARE DELIVERED TIMEOUSLY TO THE CORRECT ADDRESS. IF THE BID IS LATE, IT WILL NOT BE ACCEPTED FOR CONSIDERATION.

The bid box is open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RETYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Contact Person: Mr A.L Dlamini

Telephone: (033) 355 9172

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: Mr B G Mhlongo

Telephone: 076 9415198

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER:

POSTAL ADDRESS:

STREET ADDRESS:

TELEPHONE NUMBER:

CELLPHONE NUMBER:

FACSIMILE NUMBER:

E-MAIL ADDRESS:

VAT REGISTRATION NUMBER:

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2)

YES ☐ or NO ☐ [TICK THE APPLICABLE BOX]

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1)

YES ☐ or NO ☐ [TICK THE APPLICABLE BOX]

IF YES, WHO ISSUED THE CERTIFICATE? [TICK THE APPROPRIATE BOX BELOW]

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT ... ☐

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR..... ☐

A REGISTERED AUDITOR ☐

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE SERVICES OFFERED?.....YES or ☐ NO [TICK ☐ THE APPLICABLE BOX]

[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER:

DATE:

CAPACITY UNDER WHICH THIS BID IS SIGNED

TOTAL BID PRICE: TOTAL NUMBER OF ITEMS OFFERED:

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.efiling.co.za

**SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE
COMPLETION OF BIDDING FORMS**

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE KWAZULU-NATAL SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK AND THE GENERAL CONDITIONS OF CONTRACT.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialed.
13. Use of correcting fluid is prohibited
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.

PRICING SCHEDULE

NAME OF BIDDER: _____	BID NO.: ZNB3702/17A
CLOSING TIME 11:00	CLOSING DATE: 23 November 2017

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

BID NUMBER	DESCRIPTION	BID PRICE IN RSA CURRENCY *(All applicable taxes included)
ZNB3702/17A	Construction of Layer House at Diphi Zululand District	

Total bid price in words _____

Signature

Official company
stamp

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number :.....

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.....
.....
.....

2.11 Do you or any of the directors / trustees / shareholders / members YES/NO
of the company have any interest in any other related companies
whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars.....
.....
.....

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Reference Number	Tax Number	State Employee Number / Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME).....
CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION
PROVE TO BE FALSE.

Signature

Date

Position

Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable;

1.3 Points for this bid shall be awarded for:

- (a) Price; and
(b) B-BBEE Status Level of Contributor.

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) “**B-BBEE status level of contributor**” means the B-BBEE status of an entity in terms

of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(*Tick applicable box*)

YES		NO	
-----	--	----	--

- 7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(*Tick applicable box*)

YES		NO	
-----	--	----	--

- Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

- 8.7 Total number of years the company/firm has been in business.....
- 8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
 - iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

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:
 - (i) 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;
 - (ii) General Conditions of Contract; and
 - (iii) 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 fulfillment 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

CONTRACT FORM - RENDERING OF SERVICES**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as.....
accept your bid under reference numberdated.....for the
rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and
conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/> +
4.4.1	If so, furnish particulars:		

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION
FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION
MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE
FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregards the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.
10. 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.

Signature

Date

Position

Name of Bidder

OFFICIAL BRIEFING SESSION/SITE INSPECTION CERTIFICATE

N. B.: THIS FORM IS ONLY TO BE INCLUDED AND COMPLETED WHEN APPLICABLE TO THE BID.

Site/building/institution involved:

Bid No:

Service:

THIS IS TO CERTIFY THAT (NAME):

ON BEHALF OF:

VISITED AND INSPECTED THE SITE ON..... (DATE)

AND IS THEREFORE FAMILIAR WITH THE CIRCUMSTANCES AND THE SCOPE OF THE SERVICE TO BE RENDERED.

.....
SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE
(PRINT NAME)

DATE:

.....
SIGNATURE OF DEPARTMENTAL REPRESENTATIVE
(PRINT NAME)

.....
DEPARTMENTAL STAMP:
(OPTIONAL)

DATE:

AUTHORITY TO SIGN A BID**A. COMPANIES**

If a Bidder is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Director.....20.....,

Mr/Mrs.....

(whose signature appears below) has been duly authorised to sign all documents in connection with this bid on behalf of

(Name of Company)

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:

.....
(PRINT NAME)

SIGNATURE OF SIGNATORY: **DATE:**

WITNESSES: 1.....

2.....

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

I, the undersigned..... hereby confirm that I am the sole owner of the business trading as.....

SIGNATURE..... **DATE**.....

C. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Residential address	Signature
.....
.....
.....

We, the undersigned partners in the business trading as.....hereby authorise.....to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract on behalf of

..... SIGNATURE SIGNATURE SIGNATURE
..... DATE DATE DATE

D. CLOSE CORPORATION

In the case of a close corporation submitting a bid, a certified copy of the Founding Statement of such corporation

shall be included with the bid, together with the resolution by its members authorising a member or other official of

the corporation to sign the documents on their behalf.

By resolution of members at a meeting on 20.....

at..... Mr/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of

(Name of Close Corporation).....
.....

SIGNED ON BEHALF OF CLOSE CORPORATION:

.....
(PRINT NAME)

IN HIS/HER CAPACITY AS **DATE:**

SIGNATURE OF SIGNATORY:

WITNESSES: 1.....

2.....

E CO-OPERATIVE

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on 20.....

at.....

Mr/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of (Name of cooperative).....

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNED ON BEHALF OF CO-OPERATIVE:

NAME IN BLOCK LETTERS:

WITNESSES: 1.....

2.....

F JOINT VENTURE

If a bidder is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the joint venture must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE

By resolution/agreement passed/reached by the joint venture partners on.....20.....

Mr/Mrs.....,Mr/Mrs.....

Mr/Mrs.....and Mr/Mrs.....

(whose signatures appear below) have been duly authorised to sign all documents in connection with this bid on behalf of:(Name of Joint Venture).....

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):
(PRINT NAME)

SIGNATURE: DATE:

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):
(PRINT NAME)

SIGNATURE: DATE:

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):
(PRINT NAME)

SIGNATURE: DATE:

IN HIS/HER CAPACITY AS:

G. CONSORTIUM

If a bidder is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of concerned enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the consortium must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM

By resolution/agreement passed/reached by the consortium on.....20.....

Mr/Mrs.....

(whose signature appear below) have been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Consortium).....

IN HIS/HER CAPACITY AS:

SIGNATURE: **DATE:**

SECTION B
GENERAL CONDITIONS OF CONTRACT

DEFINITIONS: The following terms shall be interpreted as indicated:

- (a) "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- (b) "Contract" means the written agreement entered into between the Province and the Contractor, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (c) "Contract price" means the price payable to the Contractor under the contract for the full and proper performance of his contractual obligations.
- (d) "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- (e) "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- (f) "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- (g) "Day" means calendar day.
- (h) "Delivery" means delivery in compliance with the conditions of the contract or order.
- (i) "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- (j) "Delivery into consignees store or to his site" means delivery and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the Contractor bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- (k) "Dumping" occurs when a private enterprise abroad market its goods and services on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- (l) "Force majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such event may include, but is not restricted to, acts of the Province in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- (m) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission)

designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

- (n) "GCC" means the General Conditions of Contract.
- (o) "Goods" means all the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- (p) "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the Contractor or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic, where supplies covered by the bid will be manufactured.
- (q) "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- (r) "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- (s) "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- (t) "Project site" where applicable, means the place indicated in bidding documents.
- (u) "Province" means the procuring Department, incorporating the KwaZulu-Natal Provincial Legislature.
- (v) "Republic" means the Republic of South Africa.
- (w) "SCC" means the Special Conditions of Contract.
- (x) "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the Contractor covered under the contract.
- (y) "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

1. CESSION OF CONTRACTS

- 1.1 The Contract is personal to the Contractor who shall not sub-let, assign, cede or make over the Contract or any part thereof, or any share of interest therein, to any other person without the written consent of the Province, and on such conditions as it may approve.
- 1.2 This sub-clause shall not apply to sub-contracts given to regular suppliers of the Contractor for materials and minor components relating to the goods or services supplied. The Province reserves the right to require the Contractor to submit, for noting, the names of such sub-contractors in order to ascertain their registration on the Provincial Suppliers Database and they must be legal entities.

2. DISCREPANCIES

Should there appear to be any discrepancies, ambiguities or want of agreement in description, dimensions, qualities or quantities in the Contract, the Contractor shall be obliged to refer the matter to the Provinces' Representative for a decision, before proceeding to execute the Contract or part thereof in respect of which the said discrepancies, ambiguities or want of agreement appear to exist.

3. QUALITY AND GUARANTEE

- 3.1 All Goods supplied shall be equal in all respects to samples, patterns or specifications where such are provided. Any changes to quality or brands will have to be approved by the Province, as this is a change to the conditions of the contract.
- 3.2 Should the Province, after the award of the Contract and/or during the manufacture of the goods specified, decide on a variation or alteration to the specification, either at the suggestion of the Contractor or otherwise, which will be to the Province's advantage, such variation or alteration shall be performed to the Province's satisfaction. Any variation in the Contract Price arising there from shall be subject to agreement between the Province and the Contractor.
- 3.3 The Contractor shall not be relieved of his obligations with respect to the sufficiency of the materials and workmanship and the quality of the Goods supplied by the reason of no objection having been taken thereto by the Province's Representative at the time the Goods were delivered.
- 3.4 The Contractor warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The Contractor further warrants that all goods supplied under this contract shall have no defect, arising from design, materials or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the Contractor, that may develop under normal use of the supplied goods in the conditions prevailing in the country of the final destination.
- 3.5 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in the Special Conditions of Contract.
- 3.6 The Province shall promptly notify the Contractor in writing of any claims arising under this warranty. The Contractor shall immediately remedy the said defect free of cost to the Province. Should the Contractor delay remedial work in excess of time stipulated by the

Province's representative, the Province may have such remedial work executed at the Contractor's expense. Should the Province decide that the defect is such that it cannot be remedied, the Goods may be rejected. Such rejected goods shall be held at the risk and expense of the Contractor and shall, on request of the Province, be removed by him immediately on receipt of notification of rejection. The Contractor shall be responsible for any loss the Province may sustain by reason of such action as the Province may take, in terms of this clause.

- 3.7 The risk in respect of the Goods purchased by the Province under the contract shall remain with the Contractor until such goods have been delivered to the Province.
- 3.8 The principle feature of the Goods and Work are described in the Goods or Services Information, but the Goods or Services Information does not purport to indicate every detail of construction, fabrication or arrangements of Goods and Works necessary to meet the requirements. Omission from the Goods or Services information of reference to any part or parts shall not relieve the Contractor of his responsibility for carrying out the Work as required under the Contract.
- 3.9 If any dispute arises between the Province and the Contractor in connection with the quality and guarantee of the Goods, either party may give the other notice in writing of the existence of such dispute, and the same shall thereupon be referred to arbitration in South Africa by a person mutually agreed upon by both parties. The submission shall be deemed to be a submission to arbitration within the meaning of the terms of the arbitration laws in force in the Republic of South Africa.

4. FAILURE TO COMPLY WITH CONDITIONS AND DELAYED EXECUTION

- 4.1 If a bidder amends or withdraws his/her/their bid after the closing time but before the bidder is notified that his/her/their bid has been accepted, or when notified that his/her/their bid has been accepted, he/she/they fail/fails, within the period stipulated in the conditions of bid or such extended period as the Province may allow, to sign a contract or to provide security when requested to do so, he/she/they shall, unless the Province decides otherwise, and without prejudice to any other right which the Province may have under paragraphs 4.2 and 4.4, including the right to claim damages if a less favourable bid is accepted or less favourable arrangements are to be made, forfeit any deposit which may have been made with the bid.
- 4.2 Should the contractor fail to comply with any of the conditions of the contract, the Province shall be entitled, without prejudice to any of its other rights, to cancel the contract.
- 4.3 Upon any delay beyond the contract period in the case of a supplies contract, the Province shall, without canceling the contract, be entitled forthwith to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any supplies delivered later at the contractor's expense and risk, or forthwith to cancel the contract and buy such supplies as may be required to complete the contract, and without prejudice to its rights, be entitled to claim damages from the contractor.
- 4.4 Upon any delay beyond the contract period in the case of a service contract, the Province shall, without prejudice to any other right and without canceling the contract, be entitled forthwith to arrange the execution of the service not rendered in conformity with the contract or to cancel the contract, and without prejudice to its other rights, be entitled to claim damages from the contractor.
- 4.5 In the event of the Province availing itself of the remedies provided for in paragraph 4.2-
 - 4.5.1 the contractor shall bear any adverse difference in price of the said supplies services and these amounts plus any other damages which may be suffered by the Province, shall be paid by the contractor to the Province immediately on demand, or the Province may deduct such amounts from moneys (if any) otherwise payable

to the contractor in respect of supplies or services rendered or to be rendered under the contract or under any other contract or any other amounts due to the contractor; or

4.5.2 if the Contractor fails to supply the goods or render the service within the period stipulated in the contract, the Province shall have the right, in its sole discretion, to claim any damages or loss suffered.

4.6 No damages shall be claimed in respect of any period of delay which the contractor can prove to be directly due to a state of war, sanctions, strikes, lockouts, damage to machinery as a result of accidents, fire, flood or tempest or act of God, which could not be foreseen or overcome by the contractor, or to any act or omission on the part of persons acting in any capacity on behalf of the Province.

4.7 If the delivery of the supplies or the rendering of the service is likely to be delayed or is in fact being delayed on account of any of the reasons mentioned in paragraph 4.6, full particulars of the circumstances shall be reported forthwith in writing to the Province and at the same time the contractor shall indicate the extension of the delivery period which is desired.

5. PATENTS

5.1 The Contractor shall pay all royalties and expenses and be liable for all claims in respect of the use of patent rights, trademarks or other protected rights, and hereby indemnifies the Province against any claims arising there from.

5.2 The Contractor shall indemnify the Province against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the use of the goods or any part thereof by the Province.

6. PACKAGING, MARKING AND DELIVERY

6.1 All goods shall be crated, packed or battened securely in such a manner as to prevent damage during loading, transport and off-loading. Unless otherwise specified, packing cases and packing materials are included in the Contract Price, and shall be and remain the property of the Province.

6.2 All goods shall be clearly marked in the manner stated in the Goods or Services Information.

6.3 Goods shall be delivered to the address within the Province's area of jurisdiction as set out in the Special Conditions of Contract or Goods and Services Information.

- 6.4 Goods shall be delivered on Weekdays between 08:00 and 16:00, free of all charges, only when ordered upon an official letter or form of order issued by the Province. No goods will be received on Saturdays, Sundays and public holidays. This paragraph (6.4) is applicable only when not excluded in the Special Conditions of Contract.
- 6.5 Goods delivered shall in all cases be accompanied by delivery notes in duplicate, one which will be retained by the Province. The Contractor shall be responsible for the safe delivery as to the quality, quantity and condition of the goods.
- 6.6 Delivery, unless otherwise provided for in the Special Conditions of Contract, shall be affected within seven (7) days from receipt of the order. The Contractor shall advise the Province upon receipt of an order in writing of any anticipated delays, citing reasons therefore and put forward a new anticipated delivery date. The Province may then extend the delivery date, if and as it deems fit.
- 6.7 Should the Contractor fail to supply the material within the time stated in his bid, or within the extended time allowed to him in terms of clause 6.6 hereof, the Province reserves the right (after giving the Contractor seven days notice in writing) to cancel the contract and purchase the materials elsewhere and the bidder shall refund to the Province any extra cost incurred over and above the contract price. No liability shall, however, be attached to the Contractor if delivery of materials is rendered impossible or delayed by reason of circumstances beyond the Contractor's control.
- 6.8 If the Contractor cannot produce proof satisfactory to the Province that the delay was due to circumstances beyond his control, no price increase after the due date will be recognized.
- 6.9 If at any time the Province ascertains that, due to negligence of the Contractor or for reasons beyond his control:
- 6.9.1 No work on the order has been commenced and in the opinion of the Province, there is little or no prospect of work being commenced in reasonable time;
- 6.9.2 Delivery of any materials is being or is likely to be delayed beyond the delivery date promised, and/or
- 6.9.3 There is little or no prospect of the order being completed within a reasonable time after the promised date; the Province may, by notice to the Contractor in writing, cancel as from the future date specified in such notice, the whole or any part of the order in respect of which material has not been delivered by that date without incurring any liability by reasons of such cancellation. The cases where circumstances beyond the control of the Contractor have delayed commencement or completion of the order, cancellation of the order will be effected by mutual arrangement or where this is not possible by the decision of the Province. The Contractor shall then as soon as possible after such date deliver to the Province that part of the order which has been completed, and payment is to be effected is for the part performance on a proportional basis, subject to the uncompleted part not being an integral or essential part of the contract.
- 6.10 Should a price other than an all-inclusive price be required, this shall be specified in the SCC.

7. CONSIGNMENT OF GOODS

- 7.1 Goods, if delivered by Spoornet may be consigned carriage paid in the Contractor's name, care of the Province to the place of delivery stipulated, but not in the name of the State. Goods consigned to stores located in areas which Spoornet may refuse to deliver, must be done so care of a local agent or to a local depot from which they may be re-delivered by road to such stores.
- 7.2 Contractors shall arrange with Spoornet to deliver goods to the Province's stores during the hours and on the days that the stores are open.
- 7.3 The Province will not be responsible for any damage, re-delivery charges or any other charges raised by Spoornet.
- 7.4 Claims on the South African Transport Services or on any other carrier in respect of weight, quantity, damage or loss, shall be made by the Contractor.

8. PAYMENT

- 8.1 The Contractor shall furnish the Province with an invoice accompanied by a copy of the delivery note upon fulfilment of other obligations stipulated in the contract.
- 8.2 Payments shall be made promptly by the Province, but in no case later than thirty days (30) days after submission of an invoice or claim by the Contractor.
- 8.3 Payments will be made in Rand unless otherwise stipulated.
- 8.4 Payments for goods are made by the Province only. Any disputes regarding late or delayed payments must be taken up with the department and if a problem persists, the Supply Chain Management Office can be requested to investigate the delays.

9. INVOICES

All invoices submitted by the Contractor must be Tax Invoices indicating quantity ordered and quantity delivered, the amount of tax charged and the total invoice amount.

10. CONTRACT PRICE ADJUSTMENT

- 10.1 Firm contract prices shall not be subject to adjustment. Contract prices which are not firm shall be increased or reduced by the amount of variation between the Cost to Bidder and the actual cost to the Contractor, such variations to be subject to the following conditions:-
 - 10.1.1 Where the Cost to Bidder was based on a printed catalogue or list price, the variation shall be the difference between that price list and the price list actually charged. Should it transpire that the Cost to Bidder was not based on the latest available price list at the Date of Bid, the Province shall have the right to elect the price list on which any variation shall be based.

- 10.1.2 Where the Cost to Bidder was based on a quotation by the manufacturer, or where the Contractor is the manufacturer, and the Contract Price was based on the cost of materials and labour ruling at a certain date, the variation in the Contract Price shall be calculated by means of the Steel and Engineering Industries Federation of South Africa (SEIFSA) formula if this is stipulated in the Contract, or if the Province's representative considers it to be appropriate. Where the use of the SEIFSA formula is not appropriate, the variation shall be calculated by means of another formula acceptable to the Province, which shall be indicated in the Special Conditions of Contract. Only those cost increases due to wage increases prescribed by regulating measures having the force of law, or increases in the cost of materials and railage as may be proven by documentary evidence, or published data, will be considered in determining Contract Price variation.
- 10.1.3 Any difference between Rates and Charges ruling at the time of bid and those actually paid by the Contractor will be for the account of the Province. The Contract Price adjustment arising from any variation in Rates and Charges shall, in every instance, be applied to the appropriate value, or tonnage, of the Goods shipped. Where a variation in the Cost to bidder has been allowed, the contract price shall be adjusted by the product of such variation and every component of Rates and Charges which is based on the value of the Goods, whether or not the costs of such components have varied.
- 10.1.4 No claim for increased costs will be entertained if the Contractor is unable to produce documentation to substantiate Cost to Bidder and Rates and Charges on which the contract price was based and documentation to support his claim. Such documentation must, in the opinion of the Province, adequately support the Contractor's claim. No claim for increased costs to the Contractor arising from negligence on his part, or that of the manufacturer, will be considered.
- 10.1.5 The Contractor shall, in respect of every consignment or shipment of Goods delivered, supply to the Province's Representative documentary evidence of variation, if any, in Cost to Bidder and Rates and Charges.
- 10.1.6 Claims for increased cost shall be submitted with the invoice for the Goods in respect of which the claim is made, or as soon thereafter as possible. Claims shall not be considered if received more than 90 days after the expiry of the Contract unless notice of intention to claim has been given to the Province before such date.
- 10.1.7 In the event of there being no claim by the Contractor for increased costs, the Contractor shall not be entitled to full payment under the Contract before he has submitted to the Province, in his own name or in the name of the manufacturer, a certificate declaring that there have been no adjustments in the cost of manufacture which entitle the Employer to a reduction in the Contract Price as provided for in this clause.

11. REMEDIES IN THE CASE OF DEATH, SEQUESTRATION, LIQUIDATION OR JUDICIAL MANAGEMENT

11.1 In the event of the death of a contractor or the provisional or final sequestration of his/her/their estate or of his/her/their cession or transfer of a contract without the approval of the Province or of the surrender of his/her/their estate or of his/her/their reaching a compromise with his/her/their creditors or of the provisional or final liquidation of a contractor's company/closed corporation or the placing of its affairs under judicial management, the Province may, without prejudice to any other rights it may have, exercise any of the following options :

11.1.1 Cancel the contract and accept any of the bids which were submitted originally with that of the contractor or any offer subsequently received to complete the contract. In such a case the estate of the contractor shall not be relieved of liability for any claim which has arisen or may arise against the contractor in respect of supplies not delivered or work not carried out by the contractor, under the contract.

11.1.2 Allow the executor, trustee, liquidator or judicial manager, as the case may be, for and on behalf of and at the cost and expense of the estate of the contractor to carry on with and complete the contract.

11.1.3 For and on behalf of and at the cost and expense of the estate of the contractor, itself carry on with and complete the contract and in that event the Province may take over and utilize, without payment, the contractor's tools, plant and materials in whole or in part until the completion of the contract.

11.2 Should the Province elect to act in terms of paragraph 11.1.3 it shall give notice of its requirements to the executor, trustee, liquidator or judicial manager of the contractor's estate and should the said executor, trustee, liquidator or judicial manager fail within 14 days of the dispatch of such notice to make provision to the satisfaction of the Province for the fulfillment of such requirements, or should no trustee, liquidator or judicial manager be appointed within 14 days of the occurrence mentioned in paragraph 11.1, the Province may apply any remedy open to it in terms of the contract as if a breach thereof had taken place.

11.3 Should the Province act in terms of paragraph 11.1.3 the contractor must leave the premises immediately and may not occupy such premises on account of retention or any other right.

12. LAW TO APPLY

The Contract shall in all respects be construed in accordance with the law of the Republic of South Africa, and any difference that may arise with the law of the Republic of South Africa, and any difference that may arise between the Province and the Contractor in regard to the Contract, shall be settled in the Republic of South Africa.

13. OFFERING OF COMMISSION OR GRATUITY

If the Contractor, or any person employed by him, is found to have either directly or indirectly offered, promised or given to any office bearer of the Province or person in the employ of the Province, any commission, gratuity, gift or other consideration, the Province shall have the right, summarily and without recourse to law and without prejudice to any other legal remedy which it may have in regard to any loss or additional cost or expenses, to cancel the Contract without paying any compensation to the Contractor.

14. PREFERENCES

- 14.1 Should the Contractor apply for preferences in the submission of his bid, and it is found at a later stage that these applications were incorrect or made under false pretences, the Province may, at its own right:-
- 14.1.1 Recover from the Contractor all costs, losses or damages incurred or sustained by the Province as a result of the award of the Contract; and / or
 - 14.1.2 Cancel the contract and claim any damages which the Province may suffer by having to make less favourable arrangements after such cancellation.
 - 14.1.3 The Province may impose penalties, however, only if provision therefore is made in the Special Conditions of Bid.

15. WEIGHTS AND MEASURES

The quantities of goods offered or delivered shall be according to South African standard weights and measures.

16. SECURITY

- 16.1 Special Conditions of Contract relating to Surety/Guarantee requirement must be dealt with in strict compliance with the Conditions of Bid set out herein.
- 16.2 In respect of contracts less than R 500 000, the guarantees and sureties required may be based on a risk evaluation conducted by the Province inviting the bid.
- 16.3 No deposits are required for bid applications for contracts below R 500 000.

17. ORDERS

- 17.1 Goods shall be delivered and services rendered only upon receipt of a written official order or the signing of a contract with the Province, and accounts shall be rendered as indicated on the official order or in the contract, as the case may be.
- 17.2 The Province reserves the right to call upon any Contractor during the contract period to make known the following details:
- 17.2.1 Name of Institution placing order;
 - 17.2.2 Provincial official order number;
 - 17.2.3 Quantity ordered; and
 - 17.2.4 List of items ordered.

18. EXPORT LICENCES

- 18.1 When orders are placed for goods in respect of which an export licence from the country of origin of supplies is required, the Contractor shall:
- 18.1.1 Not incur any direct or indirect costs in connection with the supply or dispatch of such supplies before he has obtained such licence;
 - 18.1.2 If the government of the country from which the supplies are to be exported refuses, or fails to grant such licence within three months of the placing of the order, the order shall be considered to be cancelled and no liability will be accepted for any loss or expenses irrespective of the nature thereof, including loss or expenditure suffered or incurred by the Contractor or any other person in respect of the production, supply, transportation or delivery of such supplies.

19. INSURANCE

- 19.1 The goods supplied under the contract shall be fully insured in a freely convertible Currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
- 19.2 Any insurance policies taken out by a Contractor to cover goods delivered for a contract must be taken out with a company registered in South Africa in terms of relevant insurance and companies acts.

20. INSPECTION, TESTS AND ANALYSES

- 20.1 In terms of Provincial policy, inspections of a Bidder's goods and services are permitted. Bidders and Contractors must allow reasonable access to premises to officials from the department inviting the bid, or person specially appointed by the Province to carry out inspection or tests. There are two main categories: Firstly, where the bid conditions call for goods to be inspected during the contract period. Secondly, where the inspection results are to be submitted with the bid document.
- 20.2 If it is a bid condition that goods to be produced should at any stage during production or on completion be subject to inspection, the premises of the Contractor shall be open, at all reasonable hours, for inspection by a representative of the Province or of an organization acting on its behalf.
- 20.3 Inspections tests and analyses may be carried out prior to dispatch in regard to such contract goods as may be deemed necessary by the Province, and the Contractor shall provide, if required, all the required facilities for the inspection, tests and analyses of the goods free of charge and shall, if required, provide all the materials, samples and labour and available apparatus which may be required for the purposes of such inspection, tests and analyses free of charge, unless otherwise specified.
- 20.4 If there are no inspection requirements in the bid documents and no mention thereof is made in the letter of acceptance, but during the contract it is decided that inspections shall be carried out, the Province shall itself make the necessary arrangements, including payment arrangements, with the testing authority concerned. The premises of the Bidder Contractor must be open and accessible at all reasonable times for the purposes of these tests.
- 20.5 If the inspection, tests and analyses show the goods or service to be in accordance with contract requirements, the cost of the inspection, tests and analyses shall be defrayed by the Province calling for such tests or analyses. Where the supplies or services do not comply with the contract, the costs shall be defrayed by the Contractor and the Province shall have the right, without prejudice to any other legal remedy it may have, to deduct such costs from payments due to the Contractor under the contract or under any other contract.
- 20.6 Goods and services which do not comply with the contract requirements may be rejected.
- 20.7 Any goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract, and such rejected goods shall be held at the cost and risk of the Contractor who shall, when called upon, remove them immediately at his own cost and forthwith substitute them for goods which do comply with the requirements of the contract, failing which such rejected goods shall be returned at the Contractor's cost and risk. Should the Contractor fail to provide the substitute goods forthwith, the Province may, without giving the Contractor a further opportunity to substitute the rejected goods, purchase such supplies as may be necessary at the expense of the Contractor, for example, the transport costs and other expenses regarding the rejected goods must be refunded by the Contractor.
- 20.8 Where imported goods are to be inspected before delivery, the Contractor shall notify his suppliers abroad of the conditions applicable to inspections.

- 20.9 Provisions contained in sub-clause 20.1 and 20.8 shall not prejudice the right of the Province to cancel the contract on account of a breach of the conditions thereof.

21. RESTRICTION OF BIDDING

Without prejudice on any other legal remedies, the Province may impose restrictions on a Bidder in terms of which bids to the Province will not be accepted for such period as determined by the Province. This information may be passed to other provinces or State organisations in the Republic of South Africa. These restrictions may be imposed in terms of the breach of any of the requirements to be met in terms of the accepted bid or contract. The Province may also make a restriction on a bidder from another province or State institution applicable to this Province.

22. CONTRACTOR'S LIABILITY

- 22.1 In the event of the contract being cancelled by the Province in the exercise of its rights in terms of these conditions, the Contractor shall be liable to pay to the Province any losses sustained and/ or additional costs or expenditure incurred as a result of such cancellation, and the Province shall have the right to recover such losses, damages or additional costs by means of set-off from moneys due or which may become due in terms of the contract or any other contract or from guarantee provided for the due fulfilment of the contract and, until such time as the amount of such losses, damages or additional costs have been determined, to retain such moneys or guarantee or any deposit as security for any loss which the Province may suffer or may have suffered.

- 22.2 The Contractor may be held responsible for any consequential damages and loss sustained which may be caused by any defect, latent or otherwise, in supply or service rendered or if the goods or service as a result of such defect, latent or otherwise, does not conform to any condition or requirement of the contract.

23. PRICE LISTS

Price lists which are part of the contract shall not be amended without the approval of the Province, unless the SCC specify otherwise.

24. SUBMISSION OF CLAIMS

- 24.1 Claims must be submitted within 90 days of the delivery date of items, but the delivery date will be calculated according to the delivery period stipulated in terms of the contract, unless an extension for late delivery has been granted by the Province.
- 24.2 For period contracts, no price increase will be granted within the first 180 days of the contract period. No price increase applications which are submitted later than 90 days after the contract period expired will be considered. The claims shall be accompanied by documentary proof and, if required, an auditor's report sustaining the claim shall be provided.
- 24.3 Claims referring to formulae and indices must be clearly set out in terms of indices or formulae values used to calculate the bid price, and the adjusted indices or values.

25. PROVINCIAL PROPERTY IN POSSESSION OF A CONTRACTOR

- 25.1 Province's property supplied to a Contractor for the execution of a contract remains the property of the Province and shall at all times be available for inspection by the Province or its representatives. Any such property in the possession of the Contractor on the completion of the contract shall, at the Contractor's expense, be returned to the Province forthwith.

- 25.2 The Contractor shall be responsible at all times for any loss or damages to the Province's property in his possession and, if required, he shall furnish such security for the payment of any such loss or damages as the Province may require.

26. RIGHTS TO PROCURE OUTSIDE THE CONTRACT

- 26.1 The Province reserves the right to procure goods outside the contract in cases of urgency or emergency or if the quantities are too small to justify delivery costs, or if the goods are obtainable from another organ of Province or if the Contractor's point of supply is not situated at or near the place where the goods are required or if the Contractor's goods are not readily available.
- 26.2 No provision in a contract shall be deemed to prohibit the obtaining of goods or services from a Province or local authority.

27. AMENDMENT OF CONTRACT

No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force and effect unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing.

28. NOTICES

- 28.1 Every written acceptance of a bid shall be posted to the supplier/bidder concerned by registered or certified mail and any other notice to him/her/it shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him/her/it in writing and such posting shall be deemed to be proper service of such notice.
- 28.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting such notice.

29. INCIDENTAL SERVICES

- 29.1 The Contractor may be required to provide any or all of the following services, including additional services, if any, specified in the Special Conditions of Bid:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the Contractor of any warranty obligations under this contract; and
 - (e) training of the Province's personnel, at the Contractor's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 29.2 Prices charged by the Contractor for incidental services, if not included in the Contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Contractor for similar services.

30. USE OF CONTRACT DOCUMENTS AND INFORMATION INSPECTION

- 30.1 The Contractor shall not, without the Province's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Province in connection therewith, to any person other than a person employed by the Contractor in the performance of the contract. Disclosure to any

such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

- 30.2 The Contractor shall not, without the Province's prior written consent, make use of any document or information mentioned in GCC clause 30.1 except for purposes of performing the contract.
- 30.3 Any document, other than the contract itself mentioned in GCC clause 30.1 shall remain the property of the Province and shall be returned (all copies) to the Province on completion of the Contractor's performance under the contract or so required by the Province.
- 30.4 The Contractor shall permit the Province to inspect the Contractor's records relating to the performance of the Contractor and to have them audited by auditors appointed by the Province, if so required by the Province.

31. SPARE PARTS

- 31.1 If specified in SCC, the Contractor may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Contractor:
 - (a) such spare parts as the Province may elect to purchase from the Contractor, provided that this election shall not relieve the Contractor of any Warranty obligations under the contract.
 - (b) In the event of termination of production of the spare parts:
 - (i) Advance notification to the Province of the pending termination, in sufficient time to permit the Province to procure needed requirements; and
 - (ii) Following such termination, furnishing at no cost to the Province, the blueprints, drawings, and specifications of the spare parts, if requested.

32. PENALTIES

- 32.1 Subject to GCC Clause 4, if the Contractor fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the Province shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of delayed goods or unperformed services, using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The Province may also consider termination of the contract in terms of the GCC.

33. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS

- 33.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favorable difference shall on demand be paid forthwith by the Contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the Contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

34. GOVERNING LANGUAGE

The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

35. TAXES AND DUTIES

- 35.1 A foreign Contractor shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the Province's country.
- 35.2 A local Contractor shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the Province.
- 35.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Province must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

SECTION:C

SPECIFICATION FOR CONSTRUCTION OF 1000 BIRD BROILER HOUSE(S) WITH CURTAINS

Project Name: DIPHI LAYER PROJECT

No. of Houses: 1

PROJECT DESCRIPTION

The contract covers the supply of all material and fittings and construction of **ONE** **1000** birds layer house(s) and associated/optional & additional works.

Documents to accompany this bid specification are listed in the Table of Contents.

PROJECT LOCATION

District ZULULAND DM

Local Municipality: ULUNDI LM

The site is situated in Kwa Mlaba TC, Ward 14 at approximately 15km East of Ulundi town

Project Coordinates: 28°18'29.27" S and 31°32'28.89 E

DISCLAIMER

1. *This document must be read in conjunction with 8 **drawings** as listed in the table of contents. 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. The same applies for purported differences between the technical specifications and schedule of quantities.*
2. *The Engineering Services Section (ESS) takes no responsibility for layer houses built on the basis of this document alone without any prior involvement of ESS before (partial) completion. This involvement consists of, but is not necessarily restricted to:*
 - a. *Signing off of the bid/quote document and Drawing(s) by ESS;*
 - b. *Presence of ESS at the handover of the site to the contractor and at the commencement of the work. The contractor is to make sure that ESS is informed of his/her intention to commence the work so that ESS presence can be assured.*
 - c. *Supply to the contractor by ESS of an A1 size plan of the broiler unit and A3 print of the VIP toilet (if required). The drawings supplied with this document are for quoting/bidding purposes only and no construction should take place before the contractor has received the full sized plans.*
 - d. *Regular site inspections by ESS and the processing of invoices on the basis of achieved progress.*
3. *District managers and other departmental end users are therefore required to involve ESS at the earliest possible stage, i.e. during PPC meetings or before submission of the request memo is submitted.*

TABLE OF CONTENTS

No.	Section	Page(s)	Action
1	Bid document cover page with project particulars		Read
2	Disclaimer & Table of contents		Read
3	A - Scope of Works		Read
2	B - General Conditions of Contract		Read
3	C - Project Technical Specifications		Read
4	ANNEXURE A: Pricing Schedules		Complete
5	ANNEXURE B : Payment Schedule		Read
6	ANNEXURE C : Additional Information		Complete
7	ANNEXURE D: Bid Evaluation Criteria		Read
8	Drawing RDN/2014/06R/ANS: 1000 Birds Layer House		Read
9	Drawing RDN/2015/009/ANS: 1000 Birds Layer Shed - Electrical Reticulation		Read
10	Drawing: Detail Electrical Connections Db Corner		Read
11	Drawing RDN/2016/026/ANS: Cross section 1000 birds layer shed		Read
12	Drawing RDN/2014/02/NUR: Masonry Tank Stand (A3)		Read
13	Drawing RDN/2010/001/TOL: Ventilated Improved Pit Latrine (not always required)		Read
14	Drawing RDN/2016/012/ANS: Installation schedule for pressure tanks for layer sheds		Read

A SCOPE OF WORKS		
#	Description	Applicable for this contract?
STANDARD ITEM		
1	CONSTRUCTION OF THE LAYER HOUSES PROPER	YES
OPTIONAL ITEMS*		
2	Supply & installation of electrical surface pump (if no pipeline available)	
3	Supply fencing materials according to drawing & specs.	
4	Erect fencing according to drawing & specifications	
5	Construction of VIP latrines	√
6	Supply & installation of circulation fans	√
7	Supply & Installation of bulk feed storage bins + concrete slab	
8	Construction of an access road/parking/turning area	
9	Embankment toe protection/Conservation works	
10	Supply of vaccinated point-of-lay pullets (15-20 weeks old) from certified stock	
11	Supply of feed mix for 3 months for the layers	
12	Supply of vaccines and insect control agent for layers	
13	Supply of egg trays	
14	Supply & installation of hand picker egg grading machine	
15	Construction of grading/packing shed	
ADDITIONAL ITEMS SPECIFIC FOR THIS PROJECT		
16	Supply & installation of a steel roller shutter door	√
17	Supply & installation of submersible pump + 2000l pressure tank + tank stand + 120m of piping to connect pump and tank.	√
18	Construction of a pump house	√
19	Electrical connection to grid	√

B) GENERAL CONDITIONS OF CONTRACT

1) BIDDERS TO CHECK COMPLETENESS OF DOCUMENT

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

2) SCHEDULE OF VARIATIONS

If the Bidder chooses to suggest alternatives in his bid proposal, these should be *at least* of equal standards to the original specifications. All materials used must be SABS approved. In the case of variations being suggested, Section K of Bid form ZNT 1 will have to be completed.

3) APPLICABLE STANDARDS: SPECIFICATIONS & MATERIALS

For the purpose of this Contract the relevant SANS specifications shall apply- specifically SABS 1200: *Standardized Specification for Civil Engineering Construction* specifications shall apply. The following sections shall in particular apply here: **SABS 1200 AA - 1986** (General - Small Works), **SABS 1200 DA -1988** (Earthworks - Small Works) and **SABS 1200GA – 1982** (Concrete - Small Works). All materials to be SANS approved and installed to applicable standards specified by SANS, NBR, or the manufacturer. The Bid shall refer to “the Standard (Abridged) Preamble for all trades”, which covers the following (only the items in italics apply to this contract):

4) VALIDITY PERIOD FOR BIDS AND QUOTES

Quotes shall remain valid for a period of 90 days after the closing day for the quote.

Bids will remain valid for a period of 120 days from date of the closing of the Bid.

However, in both cases prices are assumed to be firm for the entire period of the project (see also clause 33).

SITE CONDITIONS AND FACILITIES AVAILABLE:

5) COMPULSORY PRE-BID BRIEFING MEETING

A compulsory pre-quote/bid site briefing and consultation meeting will be held with prospective Bidders. Attendance at the meeting will be compulsory and non-attendance shall invalidate any quote/bid. The date and time of the meeting will be published in the Bid Advertisement or, in the case of a quote, be communicated when the prospective service provider is invited to quote.

6) HANDOVER OF SITE TO CONTRACTOR

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

7) WATER AND POWER

In most cases there will be no power or piped water available on site. The Contractor shall make the necessary arrangements for the provision of any water and power. No payment will be made for the provision or use of these services and the cost of these shall be included in the Bid/quoted amount.

8) LOCATION OF CAMP

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

9) HOUSING OF CONTRACTOR'S EMPLOYEES

No housing is available for the Contractor's employees and the Contractor shall make his own arrangement for housing his employees and transporting them to and from the site. However, it may be possible to arrange temporary local accommodation for the Contractor's staff with the participants. The Contractor is in all respects responsible for the

housing and transporting of his employees, and for the arrangement thereof, and no extension of time due to any delays resulting from this, will be granted.

10) LOCAL LABOUR

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

11) SECURITY & RISK

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

12) MATERIALS: DELIVERY, ON & OFF-LOADING, STORAGE AND RESPONSIBILITY

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

13) EXISTING ROADS, MUNICIPAL PAVEMENTS, ETC.

The Contractor is advised that he will be held responsible for any damage to the existing paving, roads, municipal pavements, fences, boundary walls, etc., and will have to make good at his expense.

14) DAMAGE TO PROPERTY

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

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

15) UNDERGROUND CABLES AND PIPES

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

16) DAILY RAINFALL RECORDS

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

17) INSPECTION OF WORK

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

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

18) NOTICE OF COVERING WORK

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

19) COMPETENCY OF THE CONTRACTOR:

This bid is open for contractors with a Construction Industry Development Board (CIDB) data base grading of **at least 3CE**. **The contractor is to submit evidence of his/her OWN registration. CIDB registration of possible sub-contractors would be recommended, but will not make up for non-registration by the contractor quoting/bidding for the work.** The Department reserves itself the right to disqualify any quote/bid in the event of substantial unsatisfactory reports being obtained about the proponent of such a quote/bid.

20) CONTRACTOR TO PROVIDE EVERYTHING NECESSARY

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

21) SUB-CONTRACTED WORK

The contractor shall not sub-contract the entire contract. The contractor must indicate in **Annexure C2 – Additional Information: Subcontracted works** which part(s), if any, (s)he intends to subcontract. In case the contractor decides to subcontract part of the work (s)he shall obtain written consent of the Engineer, which shall not be unreasonably withheld. Any such consent shall not relieve the contractor from any liability or obligation under the contract and he shall be liable for the acts, defaults and neglects of any sub-contractor, his agent or employees as fully as if they were the acts, defaults or neglects of the contractor, his agents or employees.

22) VARIATIONS / 'AS BUILT' DETAILS

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

23) VERIFICATION OF EXPERIENCE

The proponent of a bid/quote will be required to produce adequate and sufficient references to enable the Department to inspect previously completed projects and assess his/her capacity. He/She shall provide such information in **Annexure C3 – Additional Information: Experience**.

24) EQUIPMENT & RESOURCES

The proponent of a bid/quote shall in **Annexure C1 – Additional Information: Equipment and Resources** and by way of supplementary information satisfy the Department that sufficient equipment is possessed to execute the services or an indication shall be given as to the manner in which such equipment would be sourced. Should (s)he not be able to prove possession of or ability to access sufficient equipment, the Bid/quote will be wholly disqualified. The Department reserves the right to investigate the existence and/or proposed sourcing of equipment.

25) LABOUR CAPACITY

The proponent of a bid/quote will be required to satisfy the Department that a sufficient and experienced labour force is employed or that sufficient experienced labour can be acquired to complete the services and produce a fair quality of workmanship. The Contractor shall only employ such persons on the Works as are thoroughly efficient and of good character. If in the opinion of the Head of Department or Delegated Representative any person employed by the Contractor misconducts himself or is likely to cause or has caused quarrels, or delay, or is incompetent, the Contractor when so directed by the Head of Department or Delegated Representative shall at once remove such person from the site.

26) LOCAL AND OTHER AUTHORITIES NOTICES AND FEES

The Contractor shall comply with, and give notices required by, any Act of Parliament, Act of the KwaZulu-Natal Provincial Legislature, Laws, Regulations and By-Laws of any Local Authority and/or any public service company or authority relating to the Works or with whose systems the same are or will be connected. He/ She shall pay and indemnify the Employer against any fees or charges demandable by law thereunder in respect of the Works provided that the said fees and charges, if not expressly included in the Contract Sum or stated by way of Provisional Sum shall be added to the Contract Sum and be payable to the Contractor accordingly.

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

27) INSURANCE

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

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

28) PROTECTION OF THE PUBLIC

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

29) SITE SAFETY

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

(S)he also agrees that he is aware of the fully understands all the provisions of such regulations. All equipment, machinery, tools and safety equipment used on site are to be in a safe operating condition and are to be used in a safe and considerate manner by suitably trained and experienced workers. The Contractor is responsible for all such monitoring and control of site operations and equipment throughout the works for the entire contract duration. All necessary safety equipment required to construct the facility must be used by the workers where appropriate and are for the contractor's responsibility and provisioning.

A first aid box is to be provided and available at all times on site during working hours and is to comply with the requirements of the Occupational Health and Safety Act. The Contractor shall ensure the safety of all work left standing in an incomplete state during the construction and shall be responsible for all damage or loss caused by his failure to ensure the safety of such incomplete work.

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

Costing for compliance with the Occupational Health and Safety Act No. 85 of 1993 and Machinery and Occupational Safety Act (Act 6 of 1983) should be included under item 92 (P&G's) of the Pricing Schedule, page A5.

30) PROTECTION OF THE PUBLIC

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

31) INJURY TO PERSONS

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

32) DISAGREEMENTS

a) Notice of disagreement

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

(b) Ruling on disagreements

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

33) FIXED PRICE CONTRACT

The contract shall **not** be subject to contract price adjustment. Proponents of Bids/Quotes must therefore allow for increase cost for the contract duration, including possible delays in awarding the Bid in accordance with the validity period.

34) PRICING - COMPLETENESS OF BID/QUOTE

Proponents of Bids/Quotes will be required to Bid for **all** services, products and commissioning as specified in this document and associated plans. This includes those Optional and Additional items that will be pointed out as required at the bid briefing, e.g. VIP toilet(s), fencing and others.

If (s)he does not Bid/quote on all items, his/her Bid/quote may be rejected.

- i. All bid/quoted prices for separate items are to be in South African currency and must at item level **exclude** VAT.
- ii. All items as described in the project specification are to be priced in full.
- iii. Transport/Delivery costs must be included in the pricing. It must not be a separate item.
- iv. VAT must be filled in as the sub total followed by the complete price for the entire project.
- v. The Bid price must have your company stamp, date and be signed by an authorised person.

35) QUANTITIES OF WORK

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

36) PROGRESS PAYMENTS

The contractor may submit claims for progress payments only on completion of the hereunder-listed levels. Payment shall only be paid for claims, which are commensurate with the works actually executed and complete. NOTE: Payment

will only be made against the construction progress as pertaining to built items. Movable items and materials on site are excluded from progress payments until they have been fully installed or fitted or built up. 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.

The contractor shall be paid in up to a **maximum** of ten (10) installments. Refer to **ANNEXURE B: Payment Schedule** for the values of each phase. Not all part payments have to be used. These values shall be adhered to during the payment process. Part payments will be made after the Department has approved the full or partial completion of one or more phases, in accordance with the retention clause (see below). Part payments will generally consist of the sum of the pro rata partial completions of more than one phase. The penultimate payment occurs after *practical works completion*. The final payment will be made after *at final completion* 1 month after *practical completion*, provided that no latent defects occurred, or were attended to before the expiry of the 1 month period. See also section (37 below).

37) Completion of the works

Work completion will be established over three stages, in line with the JBCC.

37.1 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.

37.2 Works completion

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 his retention money

37.3 Final completion

The latent defect/liability period for infrastructural works implemented for the Department is **1 year**. This means that the Contractor will be liable for latent defects that may come to the light after works completion. A latent defect is defined in the JBCC as "a defect that a reasonable inspection of the works by the principal agent would not have revealed before the issue of the defects list". However, for practical reasons the **payment of the second half of the retention money will take place 1 month after works completion, provided that no latent defects have come to the fore**. *Note well, though, that the Contractor will still be liable for the repair of latent defects not related to wear and tear for another 11 months after final completion.*

38) RETENTION

A 10% retention will be withheld on payment for each of the first nine (9) construction phases. The Department will pay out half of this retention, or 5% of the bid value, as the ninth payment, at **works completion** (see Clause 37). A work has reached the **works completion** stage if the contractor had attended to all items listed on the *patent defect list*, or a *works completion list* which details defective and incomplete work present at practical completion but which are not required to achieve practical completion. This "snag list" is drawn up by the Engineer. The remainder, viz 5%, will be paid out after 1 month, provided that no latent defects have come to the fore, or that the Contractor has fixed those latent defects that have come to the light after works completion. See **ANNEXURE B: Payment Schedule** for details.

39) DEFECT LIABILITY PERIOD

An amount of 5% of the contract value for the works will be withheld as latent defect liability retention. This amount is included in the 10% retention. **The contractor shall unconditionally guarantee all materials, workmanship related to the works for a minimum period of 1 year.** The guarantee shall cover any latent defects due to inferior materials and/or workmanship of the Contractor, or any of his sub-contractors, fair wear and tear excepted. The Contractor shall repair, remedy or replace any such defects, part or complete works without delay and at his own cost. If any defects are not remedied within the period specified by the Head of Department, then the Head of Department shall have such defect repaired at the risk and cost of the Contractor by another Contractor whom the Head of Department deems to be proficient in the work without prejudice to any rights the Head of Department has against the defaulting contractor. The Head of Department will give written notice to the Contractor of such instances where he appoints another Contractor to remedy defects in the works.

40) SERVICE LEVEL AGREEMENT

The successful Bidder and the Department will sign a *Service Level Agreement* prior to commencement of works. A proposed schedule of works must be provided by the contractor for the approval of the Engineer within two weeks of receiving notification of a successful bid. Annexure B (Payment schedule) will be attached reflecting the actual amounts based on the % presented in the Payment Schedule. The percentages of this schedule represent the estimated percentage that that work phase constitutes of the whole project. Where these work percentages and concomitant payment amounts differ from the actual bid amounts, the payment schedule will take priority.

The General Conditions and Technical Specifications as listed in this bid document, as well as the Drawings, are deemed to form part of the SLA.

41) COMMENCEMENT OF THE WORKS

The Department will organize a site hand-over to the contractor who will then be introduced to the project stakeholders and participants. The site shall only be accessible to contractor staff and Departmental representatives while work is in progress. The site will be handed back at works completion, after a final inspection, by the Engineer revealed no outstanding patent defects. Site establishment must start **within two weeks**, and the actual works **within three weeks** after hand-over of the site, provided that an official order has been issued and that no exceptional circumstances such as inclement weather or other outside the control of either party to the contract prevail. In the case the work has not commenced within three weeks of the hand-over and no attenuating circumstances for the delay can be provided, the Department reserves itself the right to cancel the contract and appoint the Contractor who would according to the outcome of the bid evaluation would be next in line for an appointment.

42) RATE OF PROGRESS

The Works shall be completed within the time period indicated in the Service Level Agreement. If the Works are delayed by cessation of work by any workmen, inclement weather, or by any omissions, additions, substitutions or variations of the Works, or of any items of work, labour or material, or by any other causes beyond the Contractor's control, then the Contractor shall have the right within twenty-one days of any such cause of delay arising, to apply in writing to the Department to extend the date of completion, stating the cause of delay and period of extension applied for.

The Department upon receipt of such written application may by order in writing extend such date of completion by a period to be determined, or may refuse to extend such date of completion, or may postpone giving a decision upon such application until completion of the Contract period set out in sub-clause (a) of this clause. The date of completion will be extended only to the extent approved by the Department.

Should the Contractor fail to apply in writing for an extension within the time set out above, or should the Department refuse to grant any extension in writing, then the Contract period provided by sub-clause (a) of this clause shall not be exceeded. When the Works are completed, the Department will give a completion certificate and the date of such certificate shall be the date of commencement of the guarantee period.

43) TIME TO BE OF THE ESSENCE

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

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

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

44) PROGRAMME AND PROGRESS PAYMENTS (AFTER CONTRACT AWARD)

The contractor is to supply a Gantt chart with the proposed times of completion of each phase and associated progress payment request for the project. Ten (10) progress payments are suggested at any of the stages as detailed in **Annexure B**.

45) PERIOD OF COMPLETION

The project is to be completed **within 4 months of award of the contract (120 calendar days)**.

46) PENALTY CLAUSE / FINES FOR LATE OR NON-COMPLETION

If the contractor does not complete the work **within the time stipulated** and no extenuating circumstances can be given for the delay, the Department may impose a fine as detailed below. The total will be subtracted from the retention allowance. If the contractor fails to complete the works and the Department is forced to employ another contractor to complete the works, the defaulting contractor will be held liable for the costs as far they exceed the original total Bid value. The Engineer may, after informing in writing the contractor of his intention to do so at least 2 weeks before the deadline, decide to deduct a penalty for late completion of up to 0,05% or maximum **R500/working day delay**. This will be deducted from the retention.

47) ANCILLARY MATERIALS, SERVICES AND EQUIPMENT (AMSE)

An amount will be set aside for Ancillary Materials, Services & Equipment on the Pricing SUMMARY under Line S12. It will constitute 10% of the *Sub-Total Of All Works* on line S11. It covers additions to the works due to site-specific circumstances and additional items not covered elsewhere in the original contract due to circumstances that have occurred after commencement of the works. *Any expenditure against this item must be agreed upon in advance by the Department* and **no** additional work or purchases or services may be done/delivered without such permission. Payment will be on the basis of proven cost plus a % mark up to be tendered under Pricing SUMMARY Line S13.

If no expenditure against this item is made, or if the total of approved expenditure against this item is less than the amount under S12/S13, the balance not used will be subtracted from the contract amount and will NOT be paid out.

C) PROJECT TECHNICAL SPECIFICATIONS

I) TABLE I - SCOPE OF WORKS

#	Description	Specs No.	BOQ No.	Tick applicable boxes
STANDARD ITEMS				
1	Construction of the layer house proper			STANDARD ITEMS
1.1	Site establishment.	--	93	
1.2	Earthworks: Remove 150mm of topsoil over an area of 50mx15m	3	60	
1.3	Level the site and compact soil to 95% ModAASHTO over an area of 42m x 12m (building footprint plus 3.0m).	3	61	
1.4	Setting out of shed, digging of the foundations & holes for the poles;	3	62	
1.5	Storm water drain above the house(s). V-drain app.100x20x0.5m	3	63	
1.6	Supply all materials required for the structure and entire works (throughout contract).	4	ALL	
1.7	Concrete pole footing; timber structure as per specs & drawings.	5,8	1,2,3,7,8,9	
1.8	Prepare and cast strip foundation for walls	6	1,2,3,	
1.9	Brick up foundation walls up to floor level;	6	1,2,4,5,6	
1.10	Floor base & concrete floor as per with drawings & specifications	7	1,2,3,7	
1.11	Finish all walls up to roof height;	12	1,2,4,5,6,	
1.12	Plaster and bag wash	12	1,2,4	
1.13	Complete roof structure with gutter	9,10,11	9 - 13, 29 - 34	
1.14	Install Isoboard insulation under roof.	9	11,35	
1.15	Closures: install cladding + weld mesh	14	26 - 28,35	
1.16	Supply And install PVC curtains	13	64-77	
1.17	Build tank stand, place & secure 3 tanks & connect 2 tanks to gutter;	6,11,16	36 - 44	
1.18	Install door(s)	15	14 - 19	
1.19	Install electrical reticulation and lighting and connect to grid	17	53 - 59	
1.20	Supply & installation of battery cages, troughs & nipple drinkers	18	78 - 84	
1.21	Supply of other equipment (trestle table, feed trolley, ladder)	19,20	85 - 91	
1.22	Install water reticulation and bulk water connection	21	45 - 46, 82 - 84	
OPTIONAL ITEMS				
5	Construction of VIP latrines	24	98	YES
6	Supply & installation of circulation fans	25	99	YES
10	Supply vaccinated point-of-lay pullets (15-17 weeks) from cert. stock	29	103	NO
11	Supply of feed mix for 6 months for the layers	30	104	NO
12	Supply of vaccines for layers & insect control	31	105	NO
13	Supply of egg trays	32	106	NO
ADDITIONAL ITEMS SPECIFIC FOR THIS PROJECT				
16	Supply & installation of a steel roller shutter door		109	YES
17	Supply & installation of submersible pump + 2000l pressure tank + tank stand + 120m of piping to connect pump and tank.		110	YES
18	Construction of a pump house		111	YES
19	Electrical connection to grid		112	YES

2) 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.

3) EARTHWORKS AND SITE PREPARATIONS

Normal regulations regarding safety, municipal by-laws, contamination of water sources, erosion, siltation etc. will still apply. Site preparations & establishment: SABS 1200 AA (4).

Setting out of works: SABS 1200 AA (5.1.1)

- .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: 20 metres.
- .3 The site, including an area extending to at least 5 meters longitudinally and 7m in front of front and back gable must be cleared and stripped of all plant materials, roots and topsoil prior to site leveling. Total area 50m x 12m for 1 house.
- .4 The cleared and stripped material is to be stockpiled away from the construction site and is to be leveled/replaced once all construction is complete.
- .5 The site is to be leveled prior to any construction.
- .6 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.
- .7 A **storm water cut off drain** is to be dug above the shed(s) diverting runoff away from the house(s).

4) MATERIALS AND CONSTRUCTION

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) STANDARD CONCRETE MIXES:

- | | | |
|-----|---|--|
| 5.1 | Mixing, pouring and curing of concrete: | SABS 1200 GA (5.4) |
| 5.2 | Materials: | SABS 1200 AA (3); SABS 1200 GA (3) |
| 5.3 | Cement: | Common cement 32,5N or R to SANS 50197-1 |
| 5.4 | Testing: | SABS 1200 AA (7); SABS 1200 GA (7) |

FINISHES TO IN-SITU CONCRETE

- **Class U1 Ordinary Finish**

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

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

- **Class U2 Wood Float Finish**

The concrete surface shall first be brought to the standard Class U1 ordinary finish and then floated with a wood float. Floating shall be started as soon as the 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.

- **Class U3 Coarse Brush Surface Finish**

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

- **Class U4 Steel Float Finish**

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

STANDARD CONCRETE AND MORTAR MIXES:

Cement and aggregates shall be mixed by volume and the contents of a 50kg sack of cement shall be taken to be 0,033m³. 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. Concrete for non-structural purposes shall be "Prescribed mix concrete" produced in accordance with the requirements indicated in table 5.1, and the Contractor is also referred to the foregoing preambles insofar as they apply: -

Table 2A: 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		
			Cement (Parts)	Sand (Parts)	Stone (Parts)
A	10	37,5	1 (1 Wheelbarrow = 2 bags of cement)	4	5
B¹	15	19,0	1	3	4
C²	20	19,0	1	2.5	3.5
D	25	19,0	1	2	3
E	30	19,0	1	2	2½
¹ This project: foundations + pole bases			1 (=2 bags)	4	4
² Shed floor, tank stand floor, apron			1 (=2 bags)	3	3

Table 2B: 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

Table 2C: 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

6) FOUNDATIONS *(See Drawing 4: 1000 Birds Layer Shed Cross Section & Detail)*

- 1 **Shed foundations:** Trench depth is 500mm for strip foundation for walls and 700mm for poles. Dimensions for strip foundations are 500 x 250mm. Strip foundations to extend under doorstep.

8) TIMBER STRUCTURE: POLES

(See figure 1/Drawing RDN/2016/026/ANS)

- .1 Poles to be Ø 125-150mm, 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.
- .3 Rafter to be placed against posts fixed with **2 threaded bars per pole**. The rafters are further supported by 150 x 50mm support beams.
- .4 Poles to be spaced 1.56m apart in concrete bases (400mm x 400mm x 600mm), 1:3:4 mix with Class U1 surface finish to be used for all concrete bases: 15MPa/19mm, slump to SABS 1200GA 5.4.1.2 mass concrete). Bases must be free draining (*no concrete footing for the bottom 50mm of the pole*).

9) ROOFING: SHEETING & INSULATION

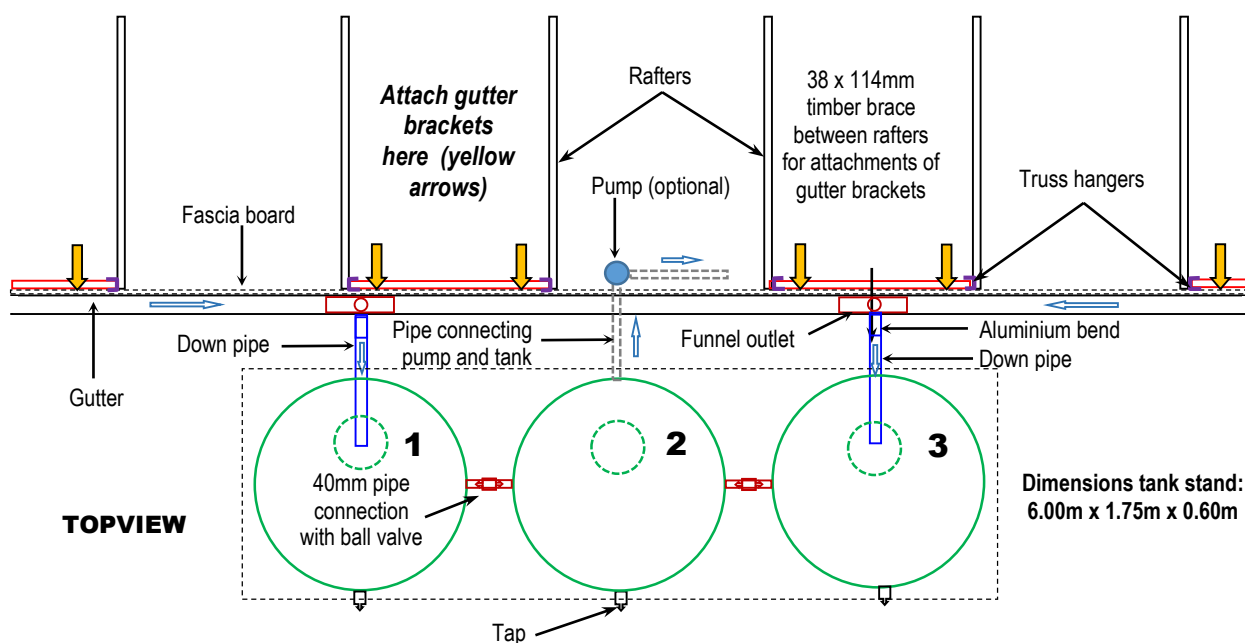
(See figure 1/Drawing RDN/2016/026/ANS)

- .1 The roof pitch is 8.5 degrees (15% - see drawings) with an overhang of 500mm on the sides and 500mm in front and at the back. *Roof pitch should be 20 degrees in areas with snow loading.*
- .2 Roof to be made of grade 10.5 full hard corrugated galvanized iron sheets 6000 x 760 x 0.5mm (eff. width 700mm). Corrugated galvanized sheeting is to be fixed to purlins with self-tapping roofing bolts (**3 per sheet per purlin**), hook bolts or equivalent, both as roofing and as cladding.
- .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 **Insulation:** 30mm thick Isoboard over the entire length and width of the structure held in place by 38 x 38mm timber battens to be attached to the purlins. Board to be placed snugly in between purlins. See drawing RDN/2016/026/ANS: CROSS SECTION 100 BIRDS LAYER SHED.

10) ROOFING: TIMBER

- .1 All roofing timber to be TBTO treated and SABS approved.
- .2 Rafters are 228 x 76mm SA pine. Tie beams for gutters, curtains and weld mesh are 38 x 114mm. Longitudinal (cross) support beams are 150 x 50mm.

Figure 2: Installation of water tanks if pump is used.
Gutter connection to roof structure applies also if no pump is used



11) ROOFING: GUTTER AND FASCIA BOARDS (See Figure 2: Installation of water tanks)

- .1 The roof shall be fitted with seamless 125mm OG aluminium guttering (use **metal** brackets), and 75 x 100mm aluminium down pipes for water collection into the supply tanks.
- .2 **Gutter** brackets to be mounted on 3000 x 300 x 12mm 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 rear as additional support for the fascia boards. This is done by notching out the top of the rafter ends so that the outside face of the beam will be flush with the uncut ends of the rafter (See Drawing Detail A).
- .5 300 x 10mm **fibre cement/Nutec fascia boards** on the sides of the building to be fitted on 38 x 150mm 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).

12) 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 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 of normal setting quality, is to comply with SABS Specification 471, and must be used fresh. Cement containing more than 15% blast furnace slag will not be permitted to be used.
- .3 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) e.g. Wall & All, Micatex. Outside of walls to be bag washed
- .4 An inspection is required before the plastering of the walls.
- .5 Wall tops against roof sheeting to be neatly finished off (use steel float).
- .6 Entire front and back above finished floor level to be clad with weld mesh (See 12) horizontally attached to poles from 600mm height to 1.9m height (see drawing)

13) CURTAINS

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 counts 2 x 17 poles on each side 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 pulleys that are attached with open eye hooks.
- .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 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. Alternatively it may be fastened by a steel cable running through the bottom seam which is tensioned by a strainer attached to the wall.
- .5 Below are some of the items used for the curtains.

Figure 3: Items typically used for the installation of the PVC Curtains



.5 Material: use hoist up type UV resistance curtains made of 550 g/m² green or blue PVC.

Length to be covered by curtain: 32.15m

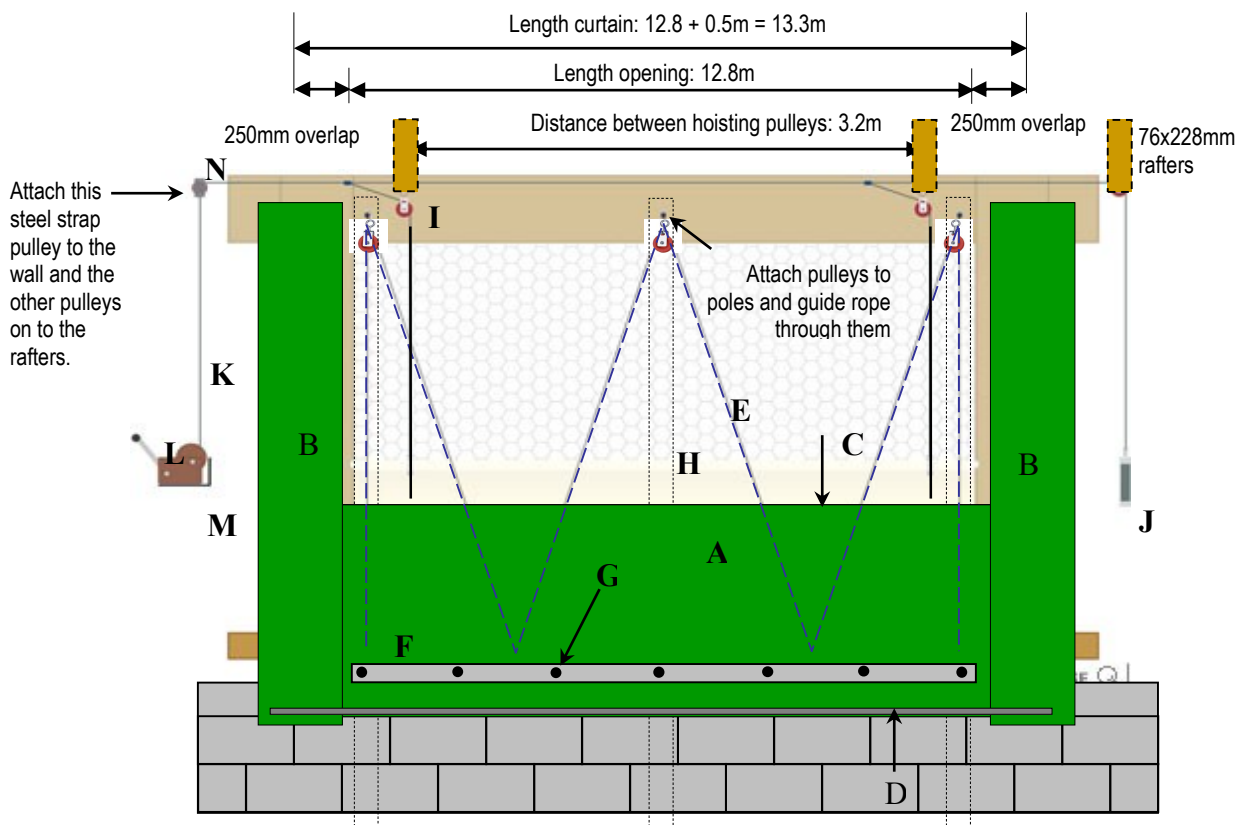
Final dimensions of finished curtain in front: 32.50m x 2.50m. **At back:** 32.50m x 1.50m.

The **width** of the curtain *material* should be 150mm larger to allow for 75mm for a large hem (big enough to accommodate a 1.66" OD (40mm) swaged curtain conduit) and 75mm for overlap, bringing the total material width to 2.65m (front) and 2.00m (back) respectively.

Bottom of curtain to be **600mm above the floor level** to allow for a free flow of air under the cages attached.

Side envelopes: Use 750mm wide by 3.00m high (front) and 2.50m high (back) side envelopes of the same material to prevent billowing. Envelopes to be fastened to wall with screws + washers at 500mm intervals.

Figure 4: Diagram showing the various elements of the PVC Curtains



KEY

- A. PVC curtain 550g/m². Dimensions curtain front: 13.30 x 2.50m; rear 13.30 x 2.20m.
- B. PVC curtain envelopes (one on each side, 2x4=8 in total). Dimensions front: 0.75 x 3.0m. Rear: 0.75 x 2.70m. 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. 150-175/200mmØ 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 Place fabric clips are placed over the inserted conduit every meter length to prevent the conduit from spinning within the hem.
- .7 Use 3/16" diameter Poly Rope or curtain cord 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.

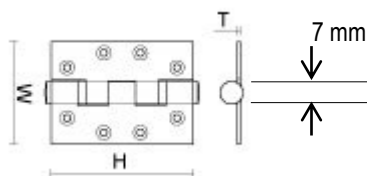
14) WELDMESH CLOSURES

- .1 Weld mesh sheets (25mm x 25mm x 1.6mm) to be installed *from floor level up to the roof*.
No chicken mesh may be used.
- .2 Fasten mesh against beams and poles with 25mm staples at 200mm intervals.
- .3 Overlap between weld mesh sheets 50mm. Bind overlapping sheets together with binding wire/clips at 500 mm intervals.

15) DOOR

- .1 One door at front gable, standard size door (813 x 2032 x 40mm) and frames (44 x 60mm) to be made of **meranti** (**not pine**). If a packing/grading shed is built onto the house, a second door will be required at the house end entering into the shed.
- .2 Door(s) to be preserved by application of 3 coats of varnish (1st coat diluted with 10% mineral turpentine) applied 24 hours apart. Sand properly before 1st coat, then lightly between subsequent coats.
- .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. See also par. 7.6: Screed.
- .4 **Locksets:** Door to be equipped with mortise Gower or Radius euro profile cylinder lock sets (NO lever type lockset);
- .5 Three brass hinges of the ball bearing butt type. See figure below.
Dimensions: H=100mm, W = 75mm T = 3mm, outer diameter of cylinder minimum 7mm.

Figure 5: Door hinge specifications



16) TANKSTANDS

(See Figure 2 above)

- .1 Dimensions of tank stands if NO pump is used: 1.75m x 1.75m x 0.6m (0.4m + slab = 0.5m above ground).
- .2 Dimensions of the tank stand for the 3 tanks (if pump is used): 6.00 x 1.75 x 0.6m (above ground height: 0.5m).
- .2 Tanks to be placed in the middle of the house at the back as per drawing RDN/2014/006/ANS-D.
- .3 Three courses of blocks on 150 x 400mm 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 strained in such a way that they do not deform the tanks.
- .5 Only the two outside tanks will be connected with the gutter. Tanks will be linked at the bottom to enable them to fill up at the same pace. Connection pipes to have valves to enable isolation of individual tank. A tap will be installed in the middle tank whereas the lower tank exit points of the outside tanks will be capped to enable emptying of the tanks, but to prevent the direct access of water. This in order to force the use of the water of the middle tank, which will be cleaner since most impurities will be left in the outside tanks that are connected to the gutter. Each tank connection with the gutter will have two downpipe bends and three straight aluminium pieces.

17) ELECTRICAL RETICULATION & LIGHTING

- .1 **All electrical work (connection to the grid, installation of the lamps and switches) to be subcontracted to a licensed electrician;**
- .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 installations
 and 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 The shed's electrical reticulation is shown on Drawing 2: Thousand Birds Layer shed electrical reticulation, (RDN/2015/09/ANS) and Drawing 3: Detail of distribution box and circuit connections of 1000 birds layer shed.
- .5 **One triple light switch wall unit** to be installed inside against the wall 250-500mm from door.
 - One switch will operate the eight (8) south side T8 fixtures, plus the one on the left.
 - One will operate the eight (8) T8's on the north side of the shed, plus the one at the entry.
 - One will operate the outside security light (Metal, bulkhead type, energy saving, 60W or equivalent).
- .6 **A circuit breaker** shall be installed at the main switch. In the case of more than one layer unit, additional circuit breakers of appropriate capacity shall be installed at every second last unit. Alternatively, one 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, who may overrule the calculated proposed capacities of Drawing 2.
- .7 Use 2 x 9 T8 fluorescent fixtures per house, each holding 2 x 1.2m long 25W tubes of 25mm diameter with electro-magnetic ballast, mounted in weatherproof fibre glass or plastic housing **with a continuous gasket between the lens and fixture. No open fixtures (without lens) or fixtures with lenses without gaskets will be allowed.** The fixture should have at least 6 clips to hold the lens on, or be appropriately sealed, in order to prevent water entering or barn air from getting into the fixture and polluting the tubes.
- .8 Each side of the unit to have 18 tubes in total = 900W. Supply 18 + 6 spares = 24 T8 tubes per unit.
- .9 **Security light above door:** metal, cage bulkhead type round fixture, with 60W or eq. energy saving bulb.

18) LAYER/BATTERY CAGES

- .1 Pre-manufactured galvanised 2-tiered battery cages for in total 1000 birds. *Cages to be supplied by reputable company specializing in poultry equipment. Contractor to submit brochure of supplier with his/her bid.*
- .2 Maximum 13 birds/m², with **4 birds per cage;**
- .3 Minimum number of compartments/individual cages: 250. Minimum compartment size: 450 x 450 x 450mm.
- .4 Cages mounted on hot dip galvanized steel support frame, 2 tiers;
- .5 Maximum height cage top: 1.50m. Maximum height header tank: 1.90mm.
- .6 Battery cages placed staggered on A-type support frame to prevent soiling of lower tier cages, or, alternatively, layer cages placed vertically with galvanized refuse tray/drop board and deflectors. Galvanized metal floors with 25mm - 50mm high sides.

- .7 Positioning of the cages: somewhat ex-centric towards the higher side of the roof to reduce heat stress for the birds in the highest tier, 1.00m away from front of shed. There should be at least 1.00m walking space between walls and cages;
- .8 Drinking system: **(supplied ONLY by of reputable companies specialised in poultry equipment)**
 - Gravity fed stainless steel nipple drinking system (125 nipples minimum per 500 birds);
 - Water to aisle row end (PVC pipe on steel conduit, or all steel, 6 x 15m length) with one header tank per tier of cages); Further specs see *Pricing Schedule for the supply and installation of battery cages*.
 - Bidder to supply brochure of drinking system quoted for.
- .9 Continuous steel feed troughs (galvanized, 1.0mm minimum) with rounded edges to prevent injury. No rain gutters will be allowed!
- .10 Cage stand (A-frame) to be made of galvanized material, to be equipped with pressure distributing footing.
- .11 Cages to be delivered in parts and assembled and installed on site as door/wall openings are too small for some of the design to pass through preassembled.

19) TRESTLE TABLES

- .1 Supply 2 stainless steel tables to grade and sort the eggs.
- .2 With bottom shelf and splash back.
- .3 Dimensions: 1.8m long – 600-700mm wide and 800mm high.



Figure 6: Trestle table with splash board

20) FEED TROLLEY

- .1 Pre-manufactured closable feed trolley (galvanized steel or fibre glass).
- .2 Volume: 200 – 300L.
- .3 With steel handle bar and lid(s) (hinged or loose).
- .4 Trolley must allow for the transport of egg trays.
- .5 With 2 fixed wheels and 1 or two swinging wheels.



Figure 7: Feed trolley

21 WATER RETICULATION

- .1 Sheds to be equipped with 2 x 250L blue plastic drums to provide direct pressure to the drinking system.
- .2 Drums to be connected to municipal water pipeline. Installation as per Drawing RDN/2016/12/ANS: *Installation Schedule For Pressure Tanks For Layer Sheds*.
If the roof height is not sufficient to accommodate the drums inside the shed, the platform with the drums should be installed against the wall on the outside of the shed.
- .3 Drum/Tank platform to be at 2.00 – 2.20m depending on the FULL level of the highest placed drinking system cistern. Exit level of the blue drums should be at least 100mm above the FULL level of the header tank.
- .4 Instead of 2 x 250L drums, one 500L horizontal tank can be used which are 100-250mm lower than drums. In this case the tank stand will be 900mm (6 planks) wide instead of 750mm (5 planks). Steel bracing will change to 900mm width as well.
- .5 If installation height is an issue, look for the LOWEST horizontal tank. Dimensions of some horizontal 500L tank manufacturers: JOJO: 1290 (l) 785 (w) x 830mm (h) ROTO: 1140 (L) X 840 (W) X 725mm (H)
NEL: 1180mm high. ATLAS: 1240 (L) x 800 (W) x 840mm (H)
- .6 Supply of an aluminium single ladder of 3.5 - 4.0m length.

OPTIONAL ITEMS

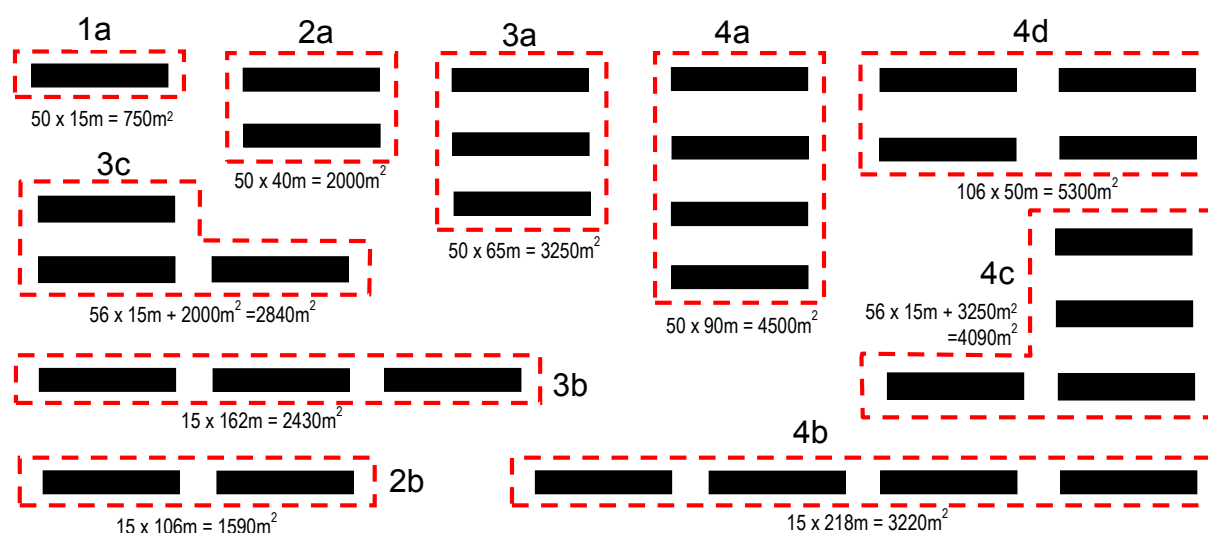
22 ALTERNATIVE/OPTIONAL WATER SUPPLY *(Not applicable)*

- .1 In the absence of an existing water supply, water collected in the 3 tanks can be used. Tanks to be positioned in the centre of the building
- .2 An **electrical surface pump** (0.4-0.6kW, 40-100L @ H=35m), with filter, connected to the middle tank and placed inside the shed will pump the water into the two 250L pressure drums.
- .3 An **extra switch** will have to be installed in that case. The total power requirement will in that case be: 950W + 400W-600W=1350-1550Watt. This translates to a total required Amperage for the shed of 7.5A net, or 8.6A gross (PF=0.9). Since the nearest connection was already 20A, this will not effect the connection size, even if also 2 ventilation fans would be connected.

23) FENCING *(Not applicable)*

- .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 600mm deep augured 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 120-150mm in corners and for the gate.
Distance between poles: 3.00m. *(Please note, drawing RDN/2013/21/FEN shows 5.0m spacing and does not show 500mm flat wrap razor coils)*
- .3 Use 25mm wire staples (5 per pole) to affix fence to poles.
- .4 Three straining wires (top, bottom, midway) to clip hinge joined fence on.
- .5 Three strands of double stranded barbed wire to run above fence, properly fixed to poles and to the top of weld mesh.
- .6 Entry gate in fence at front of shed to be 3.6 x 1.8m, pipe bore 40mm x 2mm.
Gate poles to be of 2.4 m length with concrete foot 300 x 300 x 600mm. Concerning locking, a combination of a hardened chain and padlock of the makes mentioned under 13) can be used as well.
- .7 **Approximate length for fencing for various house permutations.** Based on the fence erected at a distance of 5 m away from the house(s) in longitudinal direction and 7m away from the short sides of the house. Distance between the sheds at all sides is 20m. Table lists the approximate BoQ per configuration type. *Please note that if actual measurements of the fencing perimeter can be taken, these should be used instead*

Figure 8: Typical configurations of poultry houses, with site footprints and fencing perimeters (red dashed line)



24) VENTILATED IMPROVED PIT LATRINE(S) *See Drawing RDN/2010/001/TOI*

BILL OF QUANTITIES FOR PERIMETER FENCING FOR 1 - 4 POULTRY HOUSES (36 X 5.0M)

1. Total fence height including coils: 1.8m. Poles 3.0m apart. See Drawing
2. 1.2m hinged joint fence with 500mm razor wire coils on top.
3. Three strands of barbed wire above the mesh, against which the coils are affixed.
4. Three lines of straining line wire (3.15mm) at the top and bottom and in the middle of the fence (1200mm, 600mm and 25mm) to clip the hinged joint fence on.
5. Double boxes at corners and at gate. Boxes on both sides of the gate opening.
6. Use binding wire (double up & twist) to cross-brace boxes and connect box poles. 10m of single wire/box.
7. Quantities based on the fence being placed 5.0m away from the houses (longitudinally) and 7.0m from the short ends.
8. Inter house space is 20 meters.
9. Use Hinged Joint fencing Wizzard to calculate actual lengths for fencing if possible. Add razor wire coils to BoQ.
10. *Figures in italics indicate quantities in case a grading shed is built onto one of the later houses.*

Table 3: Bills of Quantities for fencing for the number of houses and configurations as shown in figure 8.

CONFIGURATION TYPE		1a	2a	2b	3a	3b	3c	4a	4b	4c	4d
TOTAL LENGTH OF FENCE (M)		130	180	246	230	354	238	270	438	346	296
Length with grading shed onto 1 of the buildings (m)		<i>148</i>	<i>198</i>	<i>264</i>	<i>248</i>	<i>372</i>	<i>256</i>	<i>288</i>	<i>456</i>	<i>364</i>	<i>314</i>
Mesh fencing (Bonnox or similar) 100m, 1.2m high, verticals at 150mm max. Gauge 1.6mm	Rolls	2	2	3	3	4	3	3	4	4	$\frac{3}{4}$
Barbed wire double strand. Rolls of 845m	Rolls	1	1	1	1	2	1	1	2	2	2
Razor wire flat wrap coils 500mm. 15m/roll	Rolls	9	$\frac{12}{14}$	$\frac{17}{18}$	$\frac{16}{17}$	$\frac{24}{25}$	$\frac{16}{17}$	$\frac{18}{19}$	$\frac{24}{25}$	$\frac{24}{25}$	$\frac{20}{21}$
Creosoted poles 2.4m x 100-125mm	No.	$\frac{57}{67}$	$\frac{75}{91}$	$\frac{93}{103}$	$\frac{79}{95}$	$\frac{93}{103}$	$\frac{117}{127}$	$\frac{94}{104}$	$\frac{167}{177}$	$\frac{121}{131}$	$\frac{111}{127}$
Wire staples 32mm/500g/pack	No.	5	7	10	9	13	9	11	13	13	12
Straining wire 3.15mm-roles of 5kg (app. 80m)	No.	$\frac{5}{6}$	$\frac{7}{8}$	9	9	$\frac{13}{14}$	9	11	$\frac{17}{18}$	$\frac{13}{14}$	12
Binding wire 2mm thick - roles of 5 kg (± 200 m)	No.	1	1	1	1	1	1	1	1	1	1
Galvanized steel gate 3.6m x 1.80m + hinges: round bar (35 x 2.0mm), with 500mm flat wrap razor wire on top.	No.	1	1	1	1	1	1	1	1	1	1
Solid Brass or zinc padlock (Sobo/ Master /Yale/ Union/Abus- no cheap ones), + chain.	No.	1	1	1	1	1	1	1	1	1	1

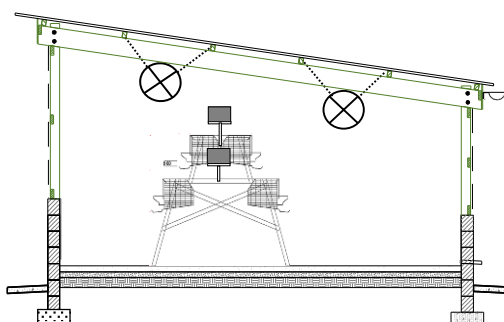
- .1 To be of the ventilated improved pit latrine type.
- .2 Must be at least 10m away from layer house.
- .3 Design, BoQ and specs as indicated on drawing.

25) CIRCULATION FANS

- .1 *If the installation of two fans is required* (e.g. in areas with high summer temperatures and extended windless periods), an **additional double switch** will be installed against the wall, each operating one fan. The fans will be hung from the rafters or purlins with chains at approximately 10 meters from the shed ends, one each side of the row of cages. See figure 10.
- .2 **Fan specifications:** Blades and house to be stainless steel or aluminium, throat diameter 500-600mm, throat length 200-300mm, air replacement capacity app. 5300 m³ per hour at app 1500 RPM. Power: 100-120W.

Figure 10:

Cross section shed showing position of cages and installation of fans. Cages are placed slightly out of center to benefit from higher roof heights and reduced heat exposure for hens in the top tier of cages.



26 BULK FEED STORAGE BINS *(Not applicable)*

- .1 The inclusion in the scope of works of the supply and installation of bulk feed bins is optional, although recommended for 4 or more houses (≥ 4000 layers).
- .2 In the absence of bulk feed bins a store room is required for the storage of feed if no other storage is available. Indicate as such in Table 1: Optional Items. The storage space can double up as egg grading and packaging room.
- .3 Approximate **layer feed requirements per day**: 125kg/1000 birds.
- .4 Two mix options: 1) One mix for all pullets 2) two mixes: one for younger and one for older pullets.
- .5 Recommended truck bulk feed delivery schedule: every 20-30 days.
- .6 Size and number of feed bins. The fact that one or more particular bins are listed does NOT make it mandatory to include them in the scope of works, although they are recommended for projects with 4000 or more birds.

Table 4: Number and size of bulk feed bins per number of layer houses			
HOUSE SIZE/ NUMBER OF BIRDS	Feed per day (kg) and per month (tons & m ³) SD = 0.70 t/m ³	REQUIRED FEED BINS	
		ONE MIX	TWO MIXES
1 house/1000 birds	125 kg/ 3.75 tons 5,3 m ³	1 x 4 ton	QUANTITIES TOO SMALL
2 houses/2000 birds	250 kg 7.50 tons 10,7 m ³	1 x 7 - 8 ton	2 x 4 ton
3 houses/3000 birds	375 kg 11.25 tons 16,1 m ³	1 x 7 ton + 1 x 4 - 5 ton OR 3 x 4 ton	3 x 4 ton
4 houses/4000 birds	500 kg 15 tons 21,4 m ³	1 x 14 - 16 ton OR 2 x 7 - 8 ton OR 4 x 4 ton	2 x 7 - 8 ton OR 4 x 4 ton
5 houses/5000 birds	625 kg 18.75 tons 26,8 m ³	1 x 17 - 20 ton 2 x 9 - 10 ton 5 x 4 ton	2 x 9 - 10 ton 5 x 4 ton
6 houses/6000 birds	750 kg 22.5 ton 32.1 m ³	2 x 10 - 11 ton 3 x 7 - 8 ton 6 x 4 ton	2 x 10 - 11 ton 3 x 7 - 8 ton 6 x 4 ton

- .7 Material: Galvanised corrugated steel. Steel thickness: 20 gauge (0.9mm) minimum.
- .8 Bin type: Storage bins are to be built with weather tight die-formed roofing and reinforcing ribs at the seams for added strength and ease of assembly. Warp-resistant top lid to close tight to keep out moisture. Bin bolts to have a built-in weather seal and a drip edge to keep water away from the taper hopper and unloading boot.
- .9 Must come with basic ladder + roof ladder bundle up to fill opening,
- .10 Lid opener to fully open wide and to must be able to be opened from the ground
- .11 Funnel: bottom collar: manual slide valve, rack and pinion with crank. Must allow for emptying into wheel barrow/trolley.
- .12 Civils: 30 MPa concrete slabs of app. 3.5m x 3.0m x 250mm with Ref 395 reinforcement. Slab to extend 250mm beyond the bin legs.
- .13 Location of bins: right next to the house with funnel exit inside the house.

27 ACCESS ROAD AND TURN CIRCLE (Not applicable)

- .1 Specifications of the road to adhere to those used by the KZN Department of Transport Type 7A road 5.0m wide. See Drawing Road cross section
- .2 Clearing and Grubbing - COLTO 1700
Clearing and grubbing of the road reserve and drainage area to COLTO specification 1700s and supplied drawing for a Type 7A Road. All topsoil removed during this process must be stockpiled in heaps not higher than 1m for later use during rehabilitation and landscaping. Clearing and grubbing must cover the entire extent of the construction width (app. 10m) and include all space to be taken by drains.
- .3 Cut to Fill – COLTO 3300, 1600
The dimensions of cuts shall be generally in accordance with the details of the typical cross sections of the drawings and shall further be defined or amended during the course of constructions from the Engineer.
- .4 Road base to be compacted to 95% Mod AASHTO
- .5 Pavement material will be G6 to be compacted to 93% Mod AASHTO in 1 layer of approximately 100mm.
- .6 If feed delivery will be by truck, a big enough turn circle will be part of the scope of works.

28 SOIL CONSERVATION / EMBANKMENT TOE PROTECTION (Not applicable)

- .1 In case the site requires considerable amounts of cut and fill, the construction of embankment toe protection may be required. This could be include the installation of gabion baskets on a gabion mattress or concrete foundation.
- .2 In most cases only two courses of gabion baskets are required on a foundation of Reno mattresses. Use baskets that are 1.00m high and 1.00m wide, filled with hand stone.

29 PULLETS (Not applicable)

- .1 Supply and delivery, including off-loading, of 1000 fully vaccinated point-of-lay white pullets (Hy-line).
- .2 **No mortality during transport is allowed and dead animals will have to be replaced.**

30 FEED (Not applicable)

- .1 If feed is required: supply of laying **mash** (one mash for ALL pullets) with 15-17% protein. Mash should be of grain products and pulses that contain no animal-by-products, fishmeal or hormones. Mash must be ready mix from specialist feed company and come in bags of 50 kg (for smaller projects) or be delivered to site in bulk by truck (for those projects that have feed bins).
- .2 Ball park for pullet **mash consumption** rate is 120 grams of mash per pullet per day.
- .3 **Feed delivery frequency** should be such that stored feed to be used within 4-6 weeks (coastal areas) and 8-10 weeks (inland).
- .5 **Feed delivery & payment conditions:** Contractor to submit delivery contract with feed company for the required amount and numbers and dates of delivery, plus proof of payment for the entire quantity of mash, before final completion of the project can be considered and the final payment can be made.

31 MEDICATION AND INSECT CONTROL *(Not applicable)*

- .1 **Insecticide.** Supply of Efekto karbadust insecticide dusting powder. 20 bottles per 1000 pullets.
- .2 **Vaccines:** 5 x bottles of -30 ND Vaccine (B1-type, Lasota strain live virus) per 1000 pullets

32 EGG CARTONS *(Not applicable)*

- .1 Supply of 50 plastic egg trays (30 egg capacity) per 1000 pullets.
- .2 Supply of 50 bundles of eco 30 tray (170 units per bundle) .
- .3 Supply of 50 bundles of 6 x 2 dozen trays (150 units per bundle)
- .4 Supply of 50 bundles of 18 x 1 tray

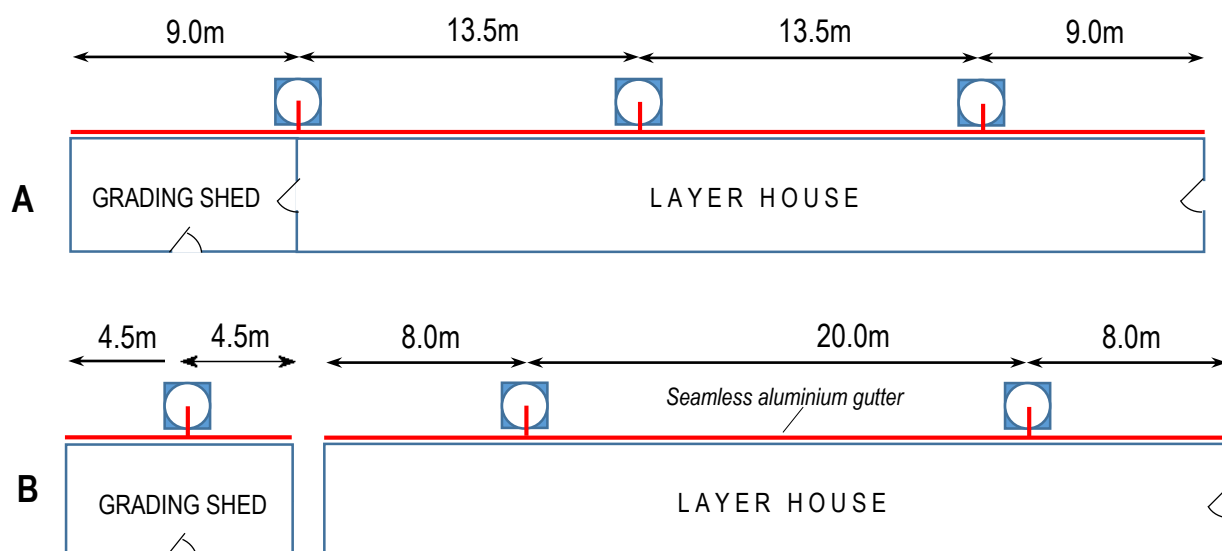
33 EGG GRADING MACHINE *(Not applicable)*

- .1 Supply of an entry level, stainless steel hand picker grading machine able to grade up to 7 weight classes of eggs.Capacity: 1200 – 1800 eggs per hours. To be operated by one person.
- .2 Should have Candling installation - Accumulator - Protective cover over the balance units - Packing table

34 SORTING/PACKING/STORAGE SHED *(Not applicable)*

- .1 As per drawing RDN/2016/031/ANS
- .2 Depending on the space, the shed can be built onto the house (preferred), or separate.
- .3 Technical specifications, including foundation and dimensions, will be largely the same as the layer house itself
This includes the installation of isoboard.
- .4 Dimensions: 9.00m x 4.50m x 3.20m (front)/2.60m (back). Total length layer house + sorting shed: 45.0m
- .5 If the grading shed is built onto the layer house, the seamless aluminium gutter will be 45m long. The placement of the water tanks will be as in Figure 11 below.

Figure 11: Location of water tanks in case grading shed is built onto layer house (A) and when separate (B).



- .6 Doors: In case shed is built onto the layer house: 2. One connecting door to layer house plus one outside door. In case the shed is a separate building: 1 door only. Specifications as in BoQ Page A1 – items C14-18
- .7 Windows: 4. Dimensions: 2.00m (L) x 1.50m (H). Steel frames with cottage panes. Glass panes 4mm thick.
- .8 Lighting: 4 sets/fixtures of T8. Refer to Technical Specs section 17.7 for detailed specification for the lighting.

STANDARD ITEMS DIRECTLY RELATED TO NUMBER OF HOUSES

#	DESCRIPTION OF WORK	UNIT	QTY	RATE	TOTAL
A MATERIALS FOR CONCRETE & WALLS (HOUSE ONLY)					
1	Cement 50kg pockets*	No.	250		
2	River sand (course)*	m³	19		
3	Concrete stone*	m³	16		
4	Building/Plaster sand*	m³	12		
5	M 150 Cement blocks (<i>Quantity includes 5% breakage</i>)	No.	1250		
6	Brick force (M150 Block/20m roll)	rolls	32		
B TIMBER PRODUCTS (HOUSE ONLY)					
7	Poles (CCA-treated) 125-150mm Ø, x 3.9m	no.	17		
8	Poles (CCA-treated) 125-150mm Ø x 3.3m	no.	17		
9	Anti-split plates (70mm diameter)	No.	38		
10	75 x 50mm SA pine purlins (TBTO treated)	m	252		
11	38 x 114mm SA pine beams (TBTO treated)	m	256		
12	150 x 50mm SA pine beams (TBTO treated)	m	66		
13	76 x 228mm SA pine rafters (TBTO treated)	No.	19		
C DOOR (HOUSE ONLY)					
14	Meranti (NOT pine) framed or ledged and batten door 2032 x 813 x 40mm thick with additional cross bracing on the inside (150mm wide)	no.	1		
15	ex44 x 60mm meranti doorframe	no.	1		
16	Gower or Radius euro profile cylinder lock set (Union, Yale or equivalent)	no.	1		
17	Ball bearing galvanized steel butt hinges 100 x 75 x 7(min) x 3mm + 5mm screws	no.	3		
18	150mm galvanized steel padlock with gutter bolts	no.	1		
19	Solid Brass or zinc padlock (Sobo/ Master/Yale/ Union/Abus- no cheap ones)	no.	1		
D ROOF (HOUSE ONLY)					
20	6.0m x 0.50mm corrugated aluzinc 10.5 grade (762mm eff. cover) (roof sheets)	No.	48		
22	Standard galvanized hurricane clips	No.	450		
23	90 x 38 x 1.0mm truss hangers	No.	40		
24	75mm wire nails	kg	15		
25	60mm std roofing screw including washer (100/box)	box	30		
26	1.25mm binding wire (56m/roll of 500g)	roll	2		
27	25mm galv. steel staples for fastening of weld mesh	kg	5		

SUBTOTAL PAGE A1 Transfer to SUMMARY PAGE A8 – LINE S1 >> R

ANNEXURE A BoQ 1000 BIRDS LAYER HOUSE | CURTAINS | SEPTEMBER 2017 PAGE A2

STANDARD ITEMS DIRECTLY RELATED TO NUMBER OF HOUSES

#	DESCRIPTION OF WORKSTANDARD ITEMS	UNIT	QTY	RATE	TOTAL
D	ROOF (ctd)				
28	30m roll of 1200 x 25 x 25 x 1.6mm weldmesh (fully galvanized)	No.	4		
29	15mm Ø galvanized steel handibars (threaded bar) in 1m lengths	no.	34		
30	Zinc plated 15mm hexagonal nuts	no.	204		
31	Washers 12 x 45 x 1.5mm	no.	204		
32	Fibre cement/ Nutec fascia boards (3000 x 300 x 12mm) at ends of rafters	No.	26		
33	Fibre cement Nutec OR uPVC fascia boards (300mm x 12mm)	No.	26		
34	Fascia board joiners or jointer plates	No.	30		
35	Insulation: 30mm thick Isoboard.	m ²	180		
E	WATER PROVISIONING <i>See Fig. 1: Installation of tanks & gutter connection</i>				
36	Water tank polypropylene 2500 L	No.	3		
37	30mm Ø PVC pipe (500-800mm in length) to connect tanks, with high density plastic on/off ball valve (30mmØ), plus fittings	No.	2		
38	Aluminium seamless 125mm OGEE gutters 0.7mm gauge	m	36		
39	Aluminium downpipes 100 x 75mm. Three per tank, various lengths, 6 pieces in total	Sum	1		
40	Aluminium bends (A2) 100 x 75mm. Two per tank, 4 in total	No.	4		
41	Aluminium funnel outlets 290mm x 100mm x 75mm	No.	2		
42	Gutter end caps for 125mm OGEE profile gutter	No.	2		
43	Screw, pop rivets and other fixtures	Sum	1		
44	Silicon sealer (Tube) to seal entry of down pipe into tank	No.	1		
45	Water reticulation features, connections and fittings as per Section 22.	Sum	1		
46	BULKWATER CONNECTION – STANDARD OPTION (WITHOUT PUMP) <i>Price this item ONLY if the house(s) will be supplied with water via an existing pipeline. If this is not the case, do NOT price this item and go to section M (Optional works) to price the alternative option (water supply by outside tanks).</i> Connection of existing main water supply line to the in-house pressure tanks. Including supply & installation of water meter + valve inside a valve chamber, piping from the mainline to the house(s) and all other items featured on Drawing 7: Installation Schedule for Pressure Tanks for Layer Sheds (RDN/2016/12/ANS).	Sum	1		
F	PLASTIC SHEETING				
47	(USB) Type C250 Micron plastic sheeting (Black or Green): Roll 3.00 x 30m SABS app.	Roll	2		
48	250 Micron plastic sheeting for damp proof course 150mm wide x 40m roll	Roll	3		
G	PAINT AND MISCELLANEOUS				
49	Plaster primer x 1 coat 6m ² /L coverage.	Litres	30		
50	Varnish (Dark) for door	Litres	2		
51	Superior exterior PVA paint (white) e.g. Wall &All, Micatex, etc x 2 coats. Cover 8m ² /L	Litres	50		

SUBTOTAL PAGE A2 Transfer to SUMMARY PAGE A8 – LINE S2 >>

R

ANNEXURE A BoQ 1000 BIRDS LAYER HOUSE | CURTAINS | SEPTEMBER 2017 PAGE A3

STANDARD ITEMS DIRECTLY RELATED TO NUMBER OF HOUSES

#	DESCRIPTION OF WORK	UNIT	QTY	RATE	TOTAL
H	SOIL POISONING				
52	Application of pest control soil poisoning by recognized pest control expert (220m ²)	Sum	1		
J	ELECTRICAL (INSTALLATION AS PER ATTACHED SCHEDULE (DRAWING RDN/2015/09/ANS))				
53	Connection to the grid	Sum	1	%	
54	T8 TL fixtures. Closed, with poly-acrylic lens and water proofing gasket/seal.	No.	18		
55	Metal cage bulk head type security light (above door). With energy saving bulb. Round	No.	1		
56	Stainless steel fan, 500-600mm throat, 1500RPM, 5300 air replacement, 100-125W ²	No.	0		
57	Electrical reticulation for TL tubes, including conduits, switches, wall socket.	Sum	1		
58	Distribution Box + 100m of cabling to nearest Eskom meter and transformer box ³	Sum	1		
59	Electrical cabling connecting the units (20 m. between units, only if > 1 shed)	Sum	1		
K	EARTHWORKS				
60	Removal of 150mm of topsoil (50 x 15m), spill to agreed upon site & spread/level out	Sum	1		
61	Leveling of site 42m x 12m (building footprint plus 3.0m on all sides)	Sum	1		
62	Digging of the foundation trenches and pole holes	Sum	1		
63	Storm water drain above the house(s). 50-100m long V-drain 2.0m wide & 0.5m deep	Sum	1		
L	CURTAINS				
64	Green/ Blue PVC Tarpaulin curtains 550 g/m ² - 13.3 x 2.50m x 2	m ²	66.5		
65	Green/ Blue PVC Tarpaulin curtains 550 g/m ² - 13.3 x 2.20m x 2	m ²	58.5		
66	Green/ Blue PVC Tarpaulin curtain side envelopes 550 g/m ² , 0.75 x 3.00m x 4	m ²	9.0		
67	Green/ Blue PVC Tarpaulin curtain side envelopes 550 g/m ² , 0.75 x 2.70m x 4	m ²	8.1		
68	Swaged curtain conduit: HDG steel 25-30mm (1-1.25") OD, lengths of 3.4m (138")	No.	20		
69	Swaged curtain conduit: HDG steel 40-45mm (1.66"OD), lengths of 3.4m (138") each	No.	20		
70	Self-Drilling Tek Screws #12x1-1/2" Zinc	No.	200		
71	Black Polypropylene Rope - 5mm diam - roll of 100 m	No.	2		
72	2"Nylon Pulley w/swivel Eye	No.	60		
73	Primary 2-1/2" steel strap pulleys	No.	8		
74	Galvanized Aircraft Cable 3.2mm (1/8") thick Type 7x19 OR 4.8mm 3/16" thick.	m	120		
75	Galvanized Cable Clamp 3/16"	No.	30		
76	1" Neo Bonded Galvanized Washers. Packet of 100	No.	2		
77	Fabric Clip for 1.66" OD Pipe	No.	60		
SUB TOTAL PAGE A3 Transfer to SUMMARY PAGE 8 - LINE S3 >>				R	

ANNEXURE A BoQ 1000 BIRDS LAYER HOUSE | CURTAINS | SEPTEMBER 2017 PAGE A4 CAGES & EQUIPMENT

STANDARD ITEMS DIRECTLY RELATED TO NUMBER OF HOUSES

Nr.	Item Description	UNIT	QTY	RATE	TOTAL
-----	------------------	------	-----	------	-------

M	BATTERY CAGES 2-tier housing system in compliance with sections 1, 2 and 3 of the <i>Technical Specifications for Battery Cages See Technical Specifications (18)</i> 4 BIRDS PER CAGE. Total minimum number of partitions required: 250.				
78	2-tier system with 16 (4 x 4) partitions (=64 birds) per A- frame. Manufacturer:..... Number of A-frames (Including 1 header frame)	No.	16		
79	Transport of all cages.	Sum	1		
80	Installation of cages on site.	Sum	1		
	DRINKING SYSTEM				
81	Nipple valve gravity operated drinking system. One (1) nipple per partition with 4 layers. 250 stainless steel nipples. – ONLY from reputable company which specializes in cages and other poultry equipment– As per <i>Technical Specifications for Battery Cages</i> . With pressure regulators where required. Including all fittings.	Sum	1		
82	500 L pressure tank OR 2 x 250L blue plastic drums placed on wall mounted drum/tank stand as per drawing RDN/2016/12/ANS. Includes all fittings, installation and connection of tank to main water source and header tanks.	Sum	1		
83	Transport of nipple drinking system, tank and standard and all fittings.	Sum	1		
84	Installation of drinking system, tank, PLUS connection to main water source	Sum	1		
	EQUIPMENT				
85	Pre-manufactured 250L closable feed trolley (galvanized steel or fibre glass) with steel handle bar and lid(s) (hinged or loose) flat enough to enable the transport of egg trays. With 2 fixed wheels and 1 or two swinging wheels	No.	1		
86	Stainless steel trestle table 1.80m (L) x 0.75m (W) x 0.80m (H)	No.	1		
87	Aluminium single ladder 3.5 – 4.0m high	No.	1		
88	Plastic Buckets 20L	No.	6		
89	Large plastic foot dip tray for disinfectants	No.	2		
90	HDPE transport crates with locking gate catch	No.	15		
91	Cooler box (4L)	No.	2		

SUB TOTAL PAGE A4 Transfer to SUMMARY PAGE 8 - LINE S4 >>	R
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STANDARD ITEMS NOT DIRECTLY RELATED TO THE NUMBER OF SHEDS

#	DESCRIPTION OF WORK	UNIT	QTY	RATE	TOTAL
N	GENERAL				
92	Preliminary & General Fixed & time related costs for Insurances, Occupational Health & Safety expenditure, etc)	Sum	1		
93	Site establishment	Sum	1		
94	Labour & Supervision	Sum	1		

SUB TOTAL PAGE A5 Transfer to SUMMARY PAGE A8 - LINE S7 >>	R
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O - OPTIONAL WORKS

(Refer to **OPTIONAL ITEMS** Table on page 2 (Project Particulars). Only items encircled/ticked in this table need to be costed.

#	DESCRIPTION OF WORK	UNIT	QTY	RATE	TOTAL
95	(2) BULKWATER CONNECTION – ALTERNATIVE OPTION WITH PUMP <i>Price this item ONLY if the house(s) will be supplied with <u>water from the outside tanks</u> in the absence of an existing water supply</i> Electrical surface pump 0,4 - 0,6kW, 40-100L/min @ H = 35m, with all fittings and pipes and including installation. To transfer water from middle tank outside to pressure tanks inside the house. Number of pumps (1 per house) > Submit pump curves and manufacturer	Sum	1		NOT REQUIRED
96	(3) FENCING (SUPPLY) Supply fencing materials according to drawing & specifications (hinged joint + 3 strands of barbed wire + flat wrap razor wire coil 500mm ➤ Required length: 130m. >> See figure 10 – Configuration 1A.	Sum	1		NOT REQUIRED
97	(4) FENCING (ERECT) Erect fencing according to drawing & specifications	Sum	1		NOT REQUIRED
98	(5) VIP LATRINES Construction of two Ventilated Improved Latrines. See Drawing RDN/2010/001/TOI	No.	2		
99	(6) CIRCULATION FANS Supply & installation of circulation fans. Number: (2 house): 4 IN TOTAL Specs as per Technical Specs item 25	No.	2		
100	(7) BULK FEED BINS Supply and installation of bulk feed bins, including civils. See Technical Specifications Section 25. Select how many feed bins are required of which size. See Specs Section 23 > 2 x 4 tons	No.	2		
101	(8) ROAD AND TURN CIRCLE Construction of an access road and turn circle. Length:.....m	Sum	1		NOT REQUIRED
102	(9) TOE PROTECTION/CONSERVATION WORKS > Volume of Gabions:.....m ³ > Other works (specify):.....	Sum	1		NOT REQUIRED
103	(10) SUPPLY OF PULLETS Supply of vaccinated point-of-lay pullets (15-17 weeks old) from certified stock Number of pullets:.....	Sum	1		NOT REQUIRED

SUBTOTAL PAGE A6 Transfer to SUMMARY PAGE A8 – LINE S8 >>
R

O - OPTIONAL WORKS (ctd)
(Refer to OPTIONAL ITEMS Table on page 2 (Project Particulars). Only items encircled/ticked in this table need to be costed.

#	DESCRIPTION OF WORK	UNIT	QTY	RATE	TOTAL
104	<u>(11) SUPPLY OF FEED MIX FOR PULLETS (SPECS ITEM 29)</u> Supply of laying mash for 1000 layers for 6 months Total mash weight: 30 tons. Include deliveries. Number of deliveries: TBA Delivery frequency: one delivery everyweeks/months	Sum	1		NOT REQUIRED
105	<u>(12) MEDICATION AND INSECT CONTROL (SPECS ITEM 30)</u> ➤ Supply of 30 ND Vaccine (B1 TYPE, Lasota strain, live virus). Number of bottles required (5 bottles/ 1000 birds):5 bottles ➤ Supply of Efekto karbadust insecticide dusting powder. Number of bottles required (20 bottles/1000 birds): 20 bottles	Sum	1		NOT REQUIRED
106	<u>(13) EGG TRAYS (SPECS ITEM 31)</u> ➤ Supply of 50 plastic egg trays (30 egg capacity)/1000 pullets. No. of bundles required:50. ➤ Supply of 50 bundles of eco 30 tray (170 units per bundle)/1000 pullets. No. of bundles required:50 ➤ Supply of 50 bundles of 6 x 2 dozen trays (150 units per bundle)/1000 p No. of bundles required: 50. ➤ Supply of 50 bundles of 18 x 1 tray/1000 pullets No. of bundles required:50	Sum	1		NOT REQUIRED
107	<u>(14) EGG GRADING MACHINE (HANDPICKER (SPECS ITEM 32)</u> Supply AND INSTALLATION OF a stainless steel hand picker grading machine for up to 7 weight classes. With packing table.	Sum	1		NOT REQUIRED
108	<u>(15) GRADING/ PACKING SHED</u> Construction of a sorting/packing shed as per Drawing.	Sum	1		NOT REQUIRED

SUBTOTAL PAGE A7 (Transfer to SUMMARY PAGE A8 – LINE S9 >>
R

P - ADDITIONAL WORKS*Works not listed but required due to site specific situations*

#	DESCRIPTION OF WORK	UNIT	QTY	RATE	TOTAL																																																																																																														
109	(16) SUPPLY & INSTALLATION OF A STEEL ROLLER SHUTTER DOOR Dimensions app. 3 x 2m. To be measured accurately before ordered! <u>Curtain.</u> 20 gauge, deep ribbed corrugation (item 12 on diagram) made of hard Grade E steel. Door may be clear galvanized steel or pre- painted with one coat siliconized polyester paint over primer on top coat and wash coat over primer on reverse side. Flexible PVC wear strips to be attached to the curtain to reduce friction and ensure a quiet and smooth operation. Alternatively polypropylene or malleable iron end locks to be fitted on every alternate slat on either side of the Roller Shutter Curtain. Canopy cover for curtain at least 1.0mm thick. <u>Guides</u> to be constructed of formed 12 gauge (min) galvanized steel. <u>Bottom Rail (T-Bar) Assembly</u> The bottom edge of the curtain to be reinforced with a double steel angle to form an inverted T-section to be riveted to or welded unto the bottom slat. T-bars to be constructed of aluminum extrusion reinforced by 2" x 1-1/2" galvanized steel angle, and to have a replaceable vinyl or rubber strip weather seal. Slide bolts (for Padlocks) to be installed on either side of the T-Bar. To be opened and closed with an endless chain.	Sum	1	R	R																																																																																																														
110	17) SUPPLY & INSTALLATION OF SUBMERSIBLE PUMP + 2000L PRESSURE TANK + TANK STAND + 120M OF PIPING TO CONNECT PUMP AND TANK. <table><tr><th>QUANTITY</th><th>UOM</th><th>DESCRIPTION</th><th>UNIT PRICE</th><th>AMOUNT</th></tr><tr><td>1</td><td>Item</td><td>Controlbox</td><td></td><td></td></tr><tr><td>1</td><td>Item</td><td>Motor .75 kw</td><td></td><td></td></tr><tr><td>1</td><td>Item</td><td>Wetend S 4 2/14</td><td></td><td></td></tr><tr><td>80</td><td>m</td><td>Subcable</td><td></td><td></td></tr><tr><td>80</td><td>m</td><td>Nylon rope</td><td></td><td></td></tr><tr><td>1</td><td>Item</td><td>Tank 2000 L KRM</td><td></td><td></td></tr><tr><td>1</td><td>Item</td><td>Tankstand</td><td></td><td></td></tr><tr><td>1</td><td>Item</td><td>Concrete Foundations</td><td></td><td></td></tr><tr><td>1</td><td>Item</td><td>Baseplate</td><td></td><td></td></tr><tr><td>120</td><td>m</td><td>Pipe HDPE</td><td></td><td></td></tr><tr><td>100</td><td>m</td><td>Surfix 3 cor</td><td></td><td></td></tr><tr><td>10</td><td>m</td><td>Surfix 2 cor</td><td></td><td></td></tr><tr><td>3</td><td>Item</td><td>Male Adaptor</td><td></td><td></td></tr><tr><td>3</td><td>Item</td><td>Male elbow</td><td></td><td></td></tr><tr><td>6</td><td>Item</td><td>Elbow</td><td></td><td></td></tr><tr><td>2</td><td>Item</td><td>Splicing kit</td><td></td><td></td></tr><tr><td>1</td><td>Item</td><td>Fittings & Connections</td><td></td><td></td></tr><tr><td>18</td><td>hrs</td><td>Labour</td><td></td><td></td></tr><tr><td>540</td><td>km</td><td>Travel</td><td></td><td></td></tr><tr><td>1</td><td>Item</td><td>Sundries</td><td></td><td></td></tr><tr><td colspan="4">TOTAL</td><td>R</td></tr></table>	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT	1	Item	Controlbox			1	Item	Motor .75 kw			1	Item	Wetend S 4 2/14			80	m	Subcable			80	m	Nylon rope			1	Item	Tank 2000 L KRM			1	Item	Tankstand			1	Item	Concrete Foundations			1	Item	Baseplate			120	m	Pipe HDPE			100	m	Surfix 3 cor			10	m	Surfix 2 cor			3	Item	Male Adaptor			3	Item	Male elbow			6	Item	Elbow			2	Item	Splicing kit			1	Item	Fittings & Connections			18	hrs	Labour			540	km	Travel			1	Item	Sundries			TOTAL				R	Sum	1	R	R
QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT																																																																																																															
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540	km	Travel																																																																																																																	
1	Item	Sundries																																																																																																																	
TOTAL				R																																																																																																															
111	CONSTRUCTION OF A PUMP HOUSE <i>Dimensions: 3.0 x 3.0m Blocks with expanded metal covered door. Floor thickness: 100mm. See drawing.</i>	Sum	1	R	R																																																																																																														
112	ELECTRICAL CONNECTION TO GRID Contractor to claim actual costs for the connection, plus a mark up. Markup to be supplied under item 113.	Sum	1	R	R																																																																																																														
113	MARK UP FOR HANDLING FEE ELECTRICAL CONNECTION TO GRID Percentage:% (Multiply by amount provided under 112) >>	Sum	1	R	R																																																																																																														

SUBTOTAL PAGE A8 Transfer to SUMMARY PAGE A9 – LINE S10 >>**R**

>> PRICING SUMMARY <<

LINE	BILL OF QUANTITIES - PAGES	TOTAL
S1	STANDARD ITEMS DIRECTLY RELATED TO NUMBER OF HOUSES TOTAL PAGE A1	R
S2	STANDARD ITEMS DIRECTLY RELATED TO NUMBER OF HOUSES TOTAL PAGE A2	R
S3	STANDARD ITEMS DIRECTLY RELATED TO NUMBER OF HOUSES TOTAL PAGE A3	R
S4	STANDARD ITEMS DIRECTLY RELATED TO NUMBER OF HOUSES TOTAL PAGE A4 (CAGES)	R
S5	TOTAL OF LINES S1 + S2 + S3 + S4	R
S6	NUMBER OF SHEDS 1 MULTIPLY TOTAL IN LINE S5 WITH NUMBER OF SHEDS >>>	R
S7	STANDARD ITEMS NOT DIRECTLY RELATED TO THE NO. OF SHEDS TOTAL PAGE A5	R
S8	OPTIONAL WORKS (I) TOTAL PAGE A6	R
S9	OPTIONAL WORKS (II) TOTAL PAGE A7	R
S10	ADDITIONAL WORKS TOTAL PAGE A8	R
S11	TOTAL EXCLUDING VAT SUM OF S6 + S7 + S8 + S9 + S10	R
S12	ANCILLARY MATERIALS, SERVICES & EQUIPMENT ¹ 10% OF SUBTOTAL OF LINE S11	R
S13	MARK UP % ON ITEMS/SERVICES PROCURED UNDER ITEM S12 (AMSE) >>>.....%	R
S14	VAT 14%	R
	GRAND TOTAL	R

ANNEXURE B : Payment Schedule Layer House(s)

Please note that the below percentages are primarily related to the **volume of work** the phases constitute of the total project volume. The phases reflect a **maximum** number of payments, and not the exact amounts per payment as payment certificates are drawn up on the actual works done and often include payment for works done from more than one phase. ***OPTIONAL WORKS are listed in italics***

PHASE #	PHASE DESCRIPTION	App. % of contract	Payment after completion of phase
1	Preliminary and general/Site establishment + Levelling 1) Insurances, project risk, workman's compensation, UIF Etc. 2) Project administration, services, external services, testing, safety, provision of all required equipment for works at required times etc 3) Site preparation (bush/veld clearing). 4) Levelling of the site according to specs. 5) Setting out of shed and digging of the foundations and holes for the poles; 6) Construction of storm water drain	12%	10.8%
2*	Poles, materials and flooring preparations 7) Delivery to site of all building materials 8) Erection of poles, including concrete footings 9) Casting of the strip foundation 10) Brick up walls up to floor level (3 block courses) 11) Excavate to final floor levels-stockpile soil or dispose as ordered. 12) In-situ floor base material compacted to Engineer's approval. 13) Soil treatment (ant poisoning). Submit certificate. 14) Complete application and compaction of floor base.	20%	18%
3	Floor and walls 15) Cast concrete floor in accordance with drawings and specs; 16) Finish all walls up to roof height and install doors.	15%	13.5%
4	Roof, gutter, weld mesh and fascia boards 17) Complete roof structure with fascia board and mount fascia boards & gutter; 18) Install weld mesh 19) Supply & install curtains <u>Optional Works</u> > Construction of sorting/grading shed - items 17/18. > Weighting 2% of 8%)	8%	7.2%
5	Fencing, VIP latrines and Site cleaning (20) Cleaning of site. <u>Optional Works (OW)</u> > Supply & erect fencing and install gates according to drawing & specs. > Construction of VIP Latrine(s)	2% Excl. OW 4% Incl. OW	1.8% 3.6%
6	Water provisioning (21) Supply & installation off rain water tanks, including tank stands (22) Supply & installation of pressure tanks inside the house(s) (23) Connection to bulk water source	8%	7.2%

PHASE #	PHASE DESCRIPTION	App. % of contract	Payment after completion of phase	
7	Poultry equipment and pullets 24) Supply & installation of cages, and nipple drinkers 25) Supply & installation of and equipment <u>Optional Works</u> > Supply and installation of bulk feed storage bins + civils	25%	22.5%	
8	Electrical Installations & Equipment 26) All fixtures installed and connected to grid, lamps & circuit breakers working <u>Optional Works</u> > Supply & Installation of surface pump > Supply & installation of circulation fans	8%	7.2%	12.2%
9	Retention money 5% at <u>practical</u> completion	--	5.0%	
10	Retention money 5% at <u>final</u> completion after 1 month	0% if no defects	5.0%	
	TOTAL	100%	100%	

(1) EQUIPMENT & RESOURCES:

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

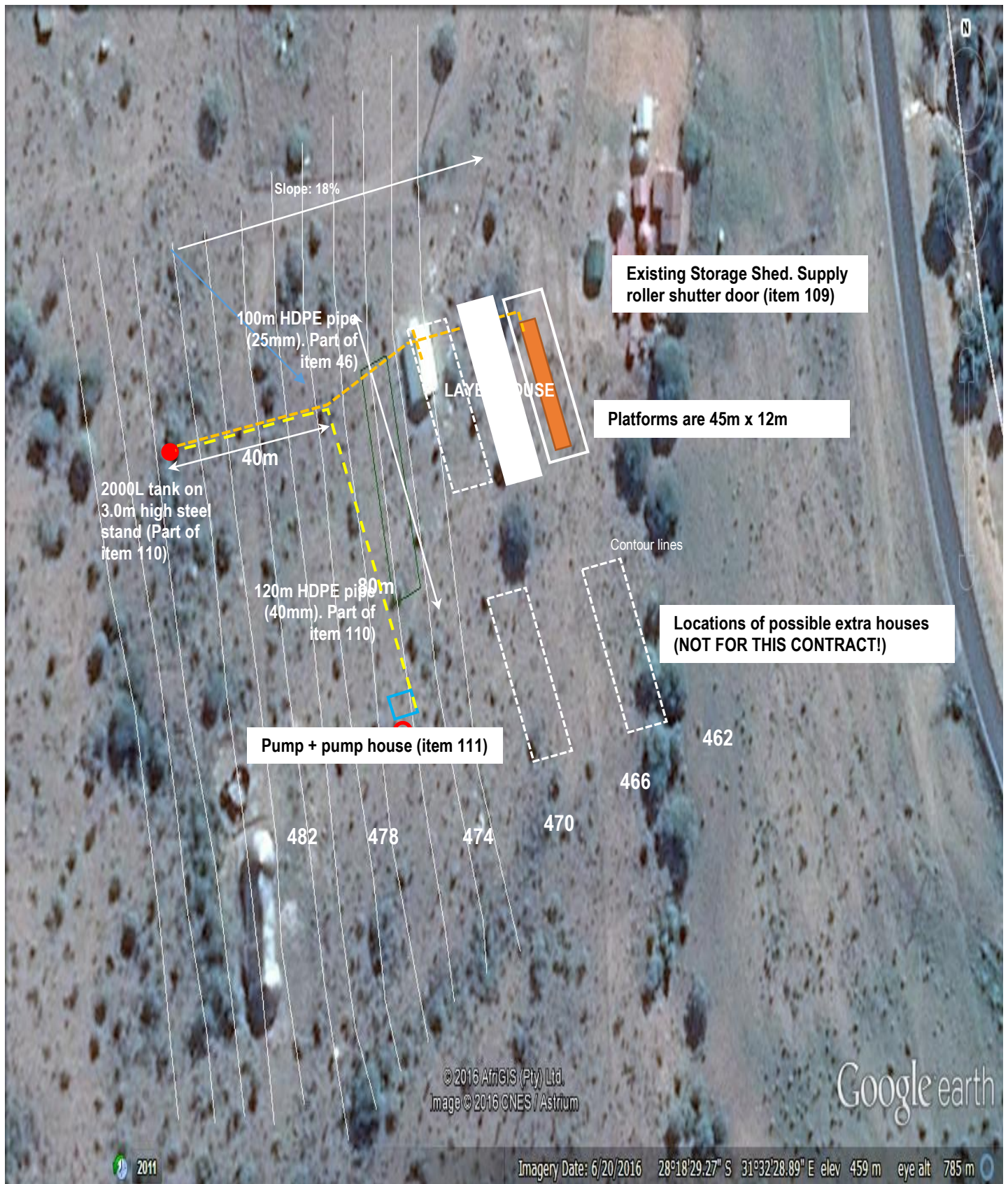
No	Equipment and resources available in order to execute the services:
1	
2	
3	
4	
5	

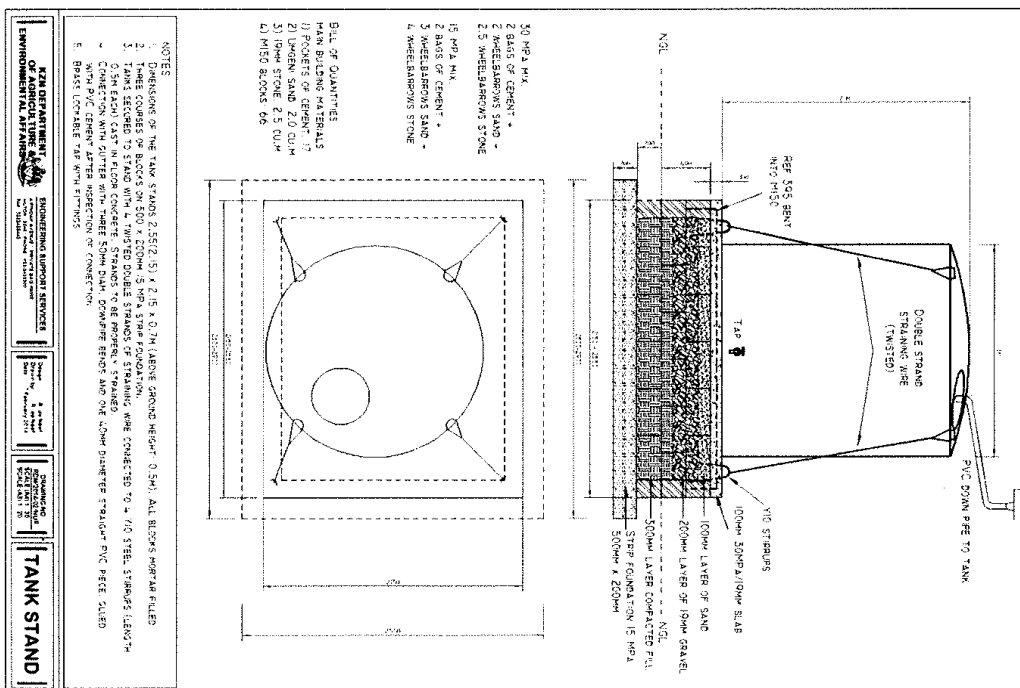
(2) SUB CONTRACTED WORKS: Please list which parts of the works will be sub-contracted.

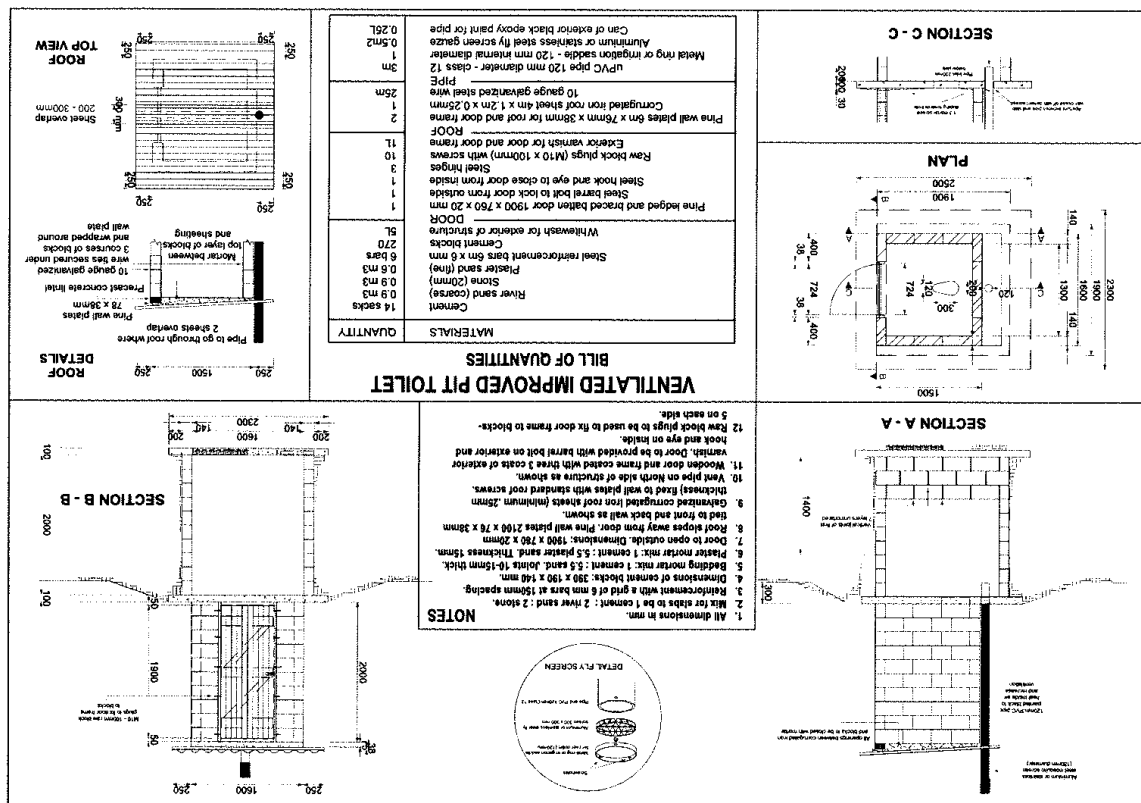
No	Sub Contractor	Associated works	Percentage
1			
2			
3			
4			
5			

(3) EXPERIENCE: Please indicate your experience and expertise by completing the table:

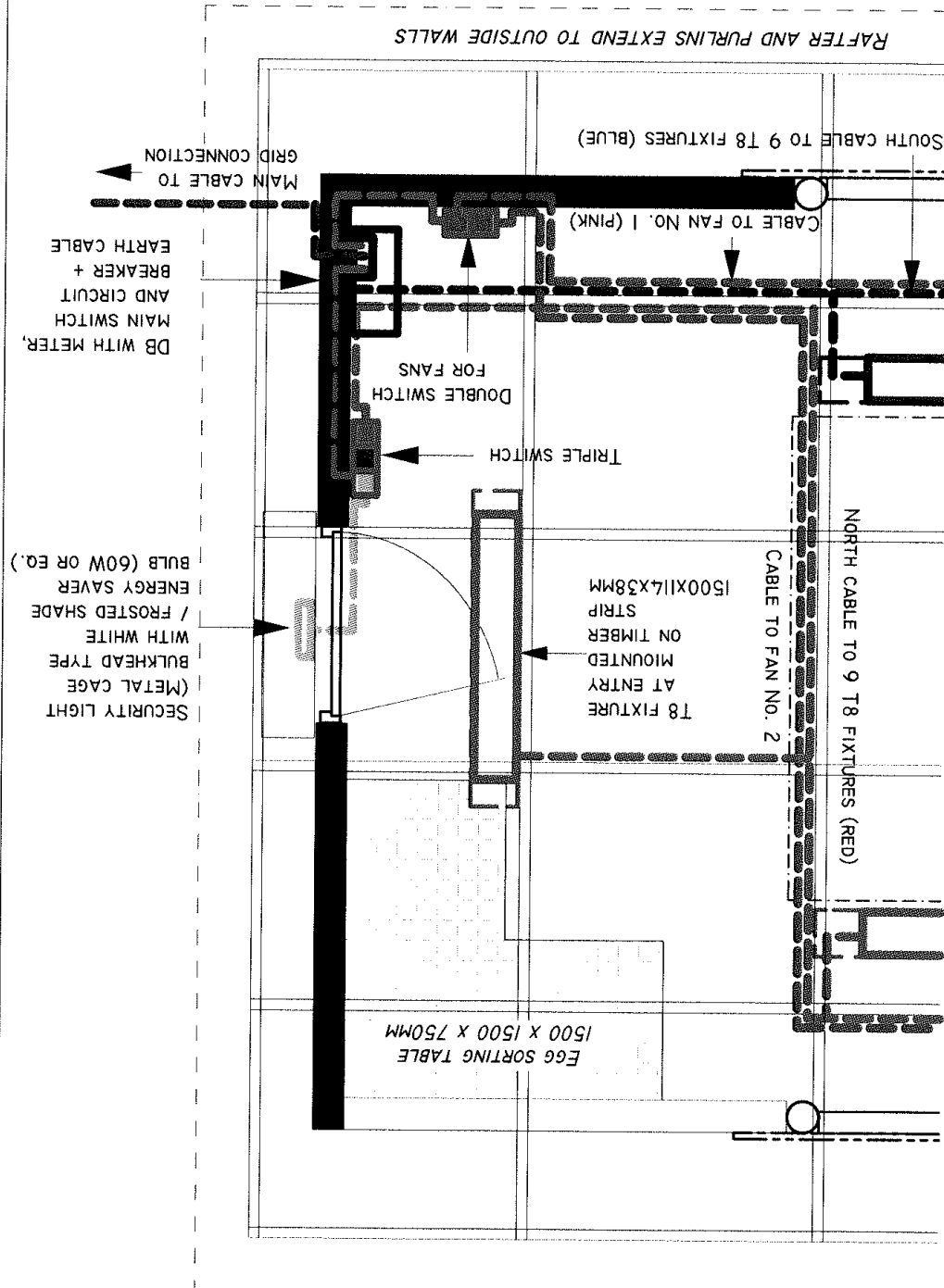
No	Name of project + Period	Project description	Role (self or sub-contracted)	Project value	Name and contact number of referee
1					
2					
3					
4					
5					







DETAIL OF DISTRIBUTION BOX AND CIRCUIT CONNECTIONS OF 1000 BIRDS LAYER SHED



EVALUATION OF BIDS

CRITERIA	GUIDELINES FOR EVALUATION
ABILITY ✚ Capacity	Implement the design and specifications to the standard as directed in the technical specifications.
CAPABILITY ✚ Competency ✚ Experience	Demonstration of competency to render the required service & providing proof of registration with the CIDB database. Bidders to provide evidence of similar or identical or more difficult projects completed in the past 3 years.
METHODOLOGY	Provide a short description of your intended implementation methodology indicating time frames to complete the work.
NOTE: In order to ensure meaningful evaluation, bidders must submit detailed information in substantiation of the evaluation criteria mentioned.	

Submissions will be scored using the below scoring table. This bid will be evaluated on functionality which will determine the capability, ability and capacity of the prospective bidders to provide the required goods or services for the department. A **minimum score of 65%** must be obtained by the bidder in order to qualify to be evaluated further for price.

EVALUATION MATRIX		Points	%	Score
1	SUBMISSION OF CIDB REGISTRATION CERTIFICATES		[25]	
	1. Contractor has submitted a CIDB registration certificate with a grading that equals or exceeds the minimum required CIDB grading (3CE).	25		
2	DEMONSTRABLE EXPERIENCE OF THE PROSPECTIVE SERVICE PROVIDER'S ENGAGEMENT IN SIMILAR WORK (ANNEXURE C2):		[55]	
	A. Bidder has submitted a list with projects implemented since 2014 containing: <ul style="list-style-type: none"> Identical projects (broiler or layer houses with single pitch roof) – 6 points per project More difficult projects (e.g. piggeries, commercial poultry houses, abattoirs) 8 points per project Similar projects (e.g. goat sheds, storage sheds, feedlots) 4 points per project <u>Maximum 30 points for all categories combined</u>	30 max		
	B. Extra points per project for a full set of project details (Project name & description, Contractor's role (self or sub-contracted), Project value, Name & contact number of referee) provided with the project name. 2 points per project Maximum 10 pts	10 max		
	C. Documentary proof such as reference letters/ completion certificate/close out report indicating key project parameters, e.g. client, location, value, construction period . 5 points per document Maximum 15 points.	15 max		

EVALUATION MATRIX (CTD)		Points %	Score
3	SUBMISSION OF A SHORT DESCRIPTION OF THE INTENDED IMPLEMENTATION METHODOLOGY INDICATING TIME FRAMES TO COMPLETE THE WORKS.	[20]	
	1. <i>Implementation methodology has been submitted with original bid and methods and time frame are realistic and demonstrate a clear understanding of the intended project scope.</i>	20	
	2. <i>Implementation methodology plan has been submitted with original bid, but methods and time frame are unrealistic or show lack of capability.</i>	12	
	3. <i>Implementation methodology plan was not submitted.</i>	0	
TOTAL		100%	

EVALUATION OF BIDS:

- 1.1. The bid requires that all prices tendered are firm. If a non-firm price is tendered, the offer will be disqualified.
- 1.2. The following requirements have to be met, failing which will lead to immediate disqualification
 - 1.2.1 The bid form must be fully completed and be submitted on or before the closing date.as specified in the bid document.
 - 1.2.2 All applicants must be registered on the Central Supplier Database (CSD)
- 1.3 The following clauses in SBD 3 – “Special Instructions and Notices to Bidders”, regarding the completion of bidding forms, will also be utilized to qualify / disqualify bidders:
 - 1.3.1 Under no circumstances whatsoever may bid forms be retyped or redrafted
 - 1.3.2 Bids submitted must be complete in all respects.
 - 1.3.3 Any alteration/s made by the bidder must be initialled.
 - 1.3.4 Use of correction fluid is prohibited
 - 1.3.4. Company registration documents
 - 1.3.5 Certified ID copies of directors, members or owners
- 1.4 The following documents must be attached to the bid:
 - 1.4.1 BBBEE Certificate.
 - 1.4.2 Copy of the Tax Compliance Pin number from SARS
 - 1.4.3 CIDB grading **3GB/CE**
 - 1.4.4 Letter of good standing for UIF not older than 12 months (from department of labour).
 - 1.4.5 Letter of good standing from compensation commissioner not older than 12 months (from department of labour).